

EMPLOYMENT AGREEMENT BETWEEN

THE TOWNSHIP OF LAWRENCE



AND

FRATERNAL ORDER OF POLICE

LODGE #209

(Superior Officers Association)

JANUARY 1, 2009 TO DECEMBER 31, 2012

TWP:  FOP: 

PREAMBLE

THIS AGREEMENT, made and entered into on this 19th day of May, 2010, by and between the **TOWNSHIP OF LAWRENCE**, in the County of Mercer, a Municipal Corporation in the State of New Jersey, (hereinafter referred to as the **TOWNSHIP**), and **LAWRENCE TOWNSHIP FOP LODGE 209 SUPERIOR OFFICERS - FRATERNAL ORDER OF POLICE/NEW JERSEY LABOR COUNCIL** (hereinafter referred to as the **ASSOCIATION or LABOR COUNCIL**) represents the complete and final understanding on all bargainable issues between the **TOWNSHIP** and the **ASSOCIATION** and is designed to maintain and promote a harmonious relationship between the **TOWNSHIP** and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

TOWNSHIP OF LAWRENCE

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ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.1

The TOWNSHIP hereby recognizes the ASSOCIATION – LABOR COUNCIL as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 1.2, herein for the purpose of collective bargaining, settlement of grievances and all activities and processes relative thereto.

Section 1.2

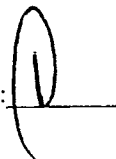
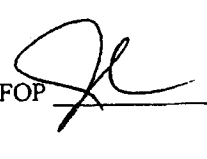
The bargaining unit shall consist of all Sergeants, Lieutenants and Captains whose titles are set forth in Section 9.1(a) and (b) hereafter, of the Department of Public Safety, Division of Police of the Township of Lawrence, New Jersey now employed or hereafter employed, excluding the Chief of Police and Deputy Chief, Patrolmen, Detectives and any confidential employees and all other employees in the Township of Lawrence.

Section 1.3

This Agreement shall govern all wages, hours and all other conditions of employment as hereafter set forth. No member of FOP Lodge 209 shall receive salary and benefits less than those provided to the general membership and listed in the contract.

Section 1.4

This Agreement shall be binding upon the parties hereto and their successors, as permitted by law.

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ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 2.1



Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Municipal Manager of the TOWNSHIP or his designee or designees, and the Committee of the ASSOCIATION or its designee or designees, shall be the respective bargaining agents for the parties. No representative of the TOWNSHIP shall meet with any member of the ASSOCIATION other than authorized representatives of FOP Lodge 209 for the purpose of discussing wages, hours, or conditions of employment or any other matters which are subjects of collective bargaining.

Section 2.2

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 2.3

Employees of the TOWNSHIP, whom the ASSOCIATION may designate to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement, will be excused from their work assignments.

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ARTICLE III

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME


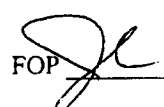
Section 3.1

(a) The TOWNSHIP agrees to grant the necessary time off without loss of pay to a member of the ASSOCIATION selected as FOP Superior Officers Representative to attend any State, National and Mini Convention of the New Jersey Fraternal Order of Police.

(b) The TOWNSHIP further agrees to grant the necessary time off without loss of pay to the member of the FOP selected as a State FOP representative in order to enable said delegate to attend all monthly and special meetings of the State FOP and to attend to such other State FOP business as may be required subject to available manpower and advance approval by the Chief of Police, provided however, said time off does not exceed twelve (12) days per calendar year. An additional eight (8) days may be given each calendar year to the Superior Officers Representative if he also holds an elected position on the State level of the New Jersey Fraternal Order of Police, subject to available manpower and advance approval by the Chief of Police. No request shall be unreasonably withheld.

(c) The TOWNSHIP agrees to pay up to \$1,500 for the total costs of the FOP President and the State Delegate incurred while attending the New Jersey State FOP Convention or FOP National Convention.



(d) The TOWNSHIP agrees to reimburse police officers for mileage to attend meetings of the State FOP, which would also include travel by the officers to the State FOP Offices. Police Officers who are passengers in a privately

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owned vehicle of a driver who is reimbursed from Lawrence TOWNSHIP or other employer are not eligible to claim mileage reimbursement. The reimbursement rate shall be equal to the rate prescribed by the Internal Revenue Service (IRS).

(e) The TOWNSHIP further agrees to allow one (1) alternate delegates from the ASSOCIATION the necessary time off to attend the yearly State FOP Convention without loss of pay, provided one of these persons is a superior officer, subject to available manpower and advance approval by the Chief of Police. No request shall be unreasonably withheld. In addition, any FOP member elected to the position of an executive officer in the New Jersey State FOP should be allowed one (1) week off with pay during the day shift every three (3) months, during which he would be permitted to work at the State offices in Trenton, New Jersey, provided an appropriate letter from the State FOP is sent to the TOWNSHIP prior to each period worked.

(f) Subject to available manpower and advance approval, the FOP President, Vice President and State Trustee may be permitted to attend FOP Mini-Conventions and to attend negotiation seminars lasting one to two days. Only two (2) of the three (3) named FOP officers will be permitted to attend FOP Mini-Conventions. Said advance approval referred to in Paragraphs (b), (e) and (f) above shall not be unreasonably withheld. An additional six (6) days shall be given to the President of the FOP to attend Monthly State meetings. The President of the FOP shall be given twelve (12) annual days to conduct and attend to FOP business.



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Section 3.2

(a) The FOP President or other FOP officials shall have reasonable time off during working hours to type letters, make telephone calls and conduct union business without loss of pay. FOP officials shall also be permitted to utilize a secure office for FOP officials only, a desk, telephone and typewriter and/or computer to conduct union business, which shall be located in the locker room area. The cost of all equipment, maintenance, installation and internet access shall be the responsibility of the FOP. The computer must have a direct line and may not be connected to the Police Department's or Township's computer network. No personal business is to be conducted while utilizing the aforementioned facilities.

(b) If a grievance or potential grievance is the subject of such business, employees who are the subject of a grievance or potential grievance shall likewise have reasonable time off without loss of pay during working hours to confer with the President or his authorized representative, upon approval by the shift supervisor.

(c) The TOWNSHIP shall supply the ASSOCIATION with a large bulletin board in the roll-call room in order that union-related newsletters and other materials can be posted for the benefit of the membership. No prior approval for the posting of these union-related announcements shall have to be obtained from the commanding officer.



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ARTICLE IV

DISCRIMINATION AND COERCION

Section 4.1

There shall be no discrimination, interference, or coercion by the TOWNSHIP or any of its agents against the employees represented by the FOP because of membership or activity in the FOP. Neither the TOWNSHIP nor the FOP shall discriminate against any employee because of race, creed, color, sex or national origin. The FOP shall not intimidate or coerce employees into membership.

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ARTICLE V

SICK LEAVE

Section 5.1

Service Credit for Sick Leave

(a) All permanent employees or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

(b) Sick leave may be utilized by employees in accordance with NJSA 4A:6-1.3g

(c) The Family Leave Act provisions will govern as applicable



Section 5.2

Amount of Sick Leave

(a) The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and one hundred twenty (120) hours in every calendar year thereafter.

(b) A full time employee may use up to a maximum of an equivalent of four working days of sick leave, without submission of a physician's note, with pay for the illness of a family member in accordance with the following table:

Length of Workday	Eligible Hours
Eight (8) hour workday	Thirty-two (32) hours
Eight and one-half (8.5) hour workday	Thirty-four (34) hours
Ten (10) hour workday	Forty (40) hours

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(c) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose as defined by Section 5.1 of this Agreement.

Section 5.3

Reporting of Absence on Sick Leave

(a) If an employee is absent for reasons that entitle him to sick leave, pursuant to Section 5.1 of this Agreement, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(b) Failure to so notify his/her superior may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

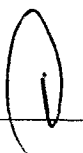

(c) Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section 5.4

Verification of Sick Leave in Accordance with Civil Service 4:1-17.18

(a) An employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit reasonably acceptable medical evidence substantiating the illness.

(b) An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods less than five (5) consecutive days, may on demand of the employer, submit reasonably acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring recurring

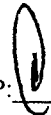

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absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

(c) The TOWNSHIP may require proof of illness of an employee on sick leave, whereas such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave requirements under this Agreement may be cause for disciplinary action.

(d) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required upon demand of the employer.



(e) The TOWNSHIP may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the TOWNSHIP, by a physician designated by the TOWNSHIP. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of the other employees. This examination is to be performed by a medical doctor licensed under New Jersey law.

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Section 5.5

Off-duty Major Injury or Disability

Any employee working an authorized off-duty/extra-duty assignment shall be treated as an on-duty employee of the TOWNSHIP with the exception that wages earned for outside employment shall not be applied towards pension benefits, shall not be considered overtime and shall be paid at the rate of pay provided by Ordinance #1805-04 as adopted on September 7, 2004. Any employee who, on a special off-duty work, suffers a major injury or disability shall be governed by Ordinance #1805-04 as adopted on September 7, 2004. Any amendment to such Ordinance will be in effect and supersedes the original language in Ordinance #1805-04.



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ARTICLE VI

SEVERANCE PAY

Section 6.1

Upon retirement of any employee in accordance with applicable State statutes and TOWNSHIP regulations, said employees shall be entitled to a lump sum cash payment in an amount equal to fifty (50%) percent of his/her accumulated sick leave, provided however, that said payment shall in no event exceed the sum of Twenty-Two Thousand (\$22,000) Dollars.

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ARTICLE VII

HOURS OF EMPLOYMENT


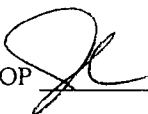
Section 7.1

(a) A police officer shall be permitted to suspend current duties for a meal break. The TOWNSHIP shall make every reasonable effort to provide a 45-minute meal break to officers during their shift.

(b) The FOP acknowledges and agrees that emergencies and other exigencies of police work may, on occasion, prevent officers from receiving their meal breaks at their assigned times and, even, on occasion from receiving a meal break at all during a particular work day.

(c) In order to resolve potentially conflicting realities, the TOWNSHIP and the FOP agree that meal breaks are subject to the provisions of General Order #6.03, Issued by the Chief of Police dated 06/01/2004. This General Order details the procedures applicable to officer's daily meal breaks in order to ensure that all officers receive their meal breaks.

(d) The FOP and the TOWNSHIP agree that in the event an officer does not receive his/her meal break for any given shift, that officer shall be compensated for the 45-minute (.75 hour) at the officer's straight time hourly pay rate of pay. This additional payment is intended to compensate the officer for having missed his/her meal break, and having worked that additional time. The payment for the 45-minute meal break is not intended as a substitute for the Patrol Shift Commander's efforts to provide the full 45-minute meal break to officers.


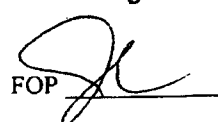
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(e) It is agreed between the FOP and the TOWNSHIP that officers will not be compensated if they miss only a portion of their 45-minute meal break in the event that the officer's meal break is reduced to less than 45-minutes on a given work day due to the pressure of police work; nor will an officer be paid for a missed meal break because the officer could not take his/her meal break at what would otherwise have been his/her assigned time as set forth in the aforementioned General Order issued by the Chief of Police. Officers will only be compensated if they miss their entire meal break.

(f) The FOP and the TOWNSHIP agree that Section (e) does not authorize the TOWNSHIP to reduce officers' to less than the 45-minutes specified in the Contract and the Aforementioned General Order. The TOWNSHIP agrees the Patrol Shift Commanders shall make every reasonable effort to afford officers their 45-minute meal break and to allow that meal break at their assigned time.

(g) Officers who believe that they have been denied a substantial portion of the 45-minute meal break without good cause shall first call that matter to the attention of their supervisors through the chain of command. If either the FOP or the officer is not satisfied with the response, either the FOP and/or officer may file a grievance alleging that the officer did not receive his/her full meal break, and/or were not compensated for it if they missed their entire meal break.

(h) Both the FOP and the TOWNSHIP will monitor the efforts to provide meal breaks for officers as outlined above. In the event that the FOP believes that the TOWNSHIP has not complied with the contract or the General Order on meal breaks issued by the Chief of Police, the FOP shall bring such

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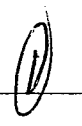
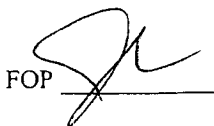
alleged abuse to the attention of the TOWNSHIP in an appropriate manner including, if necessary, the filing of a grievance. In such grievance, the FOP may allege, among other violations, the TOWNSHIP has required officers to take meal breaks of less than 45-minute meal breaks without good cause. In the event of such an allegation, the fact the FOP has agreed that officers only be compensated if they miss their entire 45-minute meal break, shall not be used as evidence against the FOP and/or as an admission by the FOP that the Contract is violated only if officers are denied their entire 45-minute meal break.

Section 7.2

The official of the TOWNSHIP having charge of the Department of Public Safety, Division of Police, may, in the case of an emergency as defined by the applicable statutes of the State of New Jersey, summons and keep on duty any and all members of the Division of Police as such emergency shall require. In such event, the official having such authority shall first make a formal declaration of the nature and extent of the emergency and all members of the Department of Public Safety, Division of Police, thus summoned or kept on duty shall be entitled to receive overtime pay as hereinafter set forth for all time worked over the normal hours of employment as above defined. During the aforesaid emergency the TOWNSHIP shall provide for employees working during the emergency.

Section 7.3

Whenever a member of the Department of Public Safety, Division of Police, as part of his/her sworn duties shall be required by order or Subpoena to appear before any Grand Jury, or Municipal, State, or any Federal Court proceeding, or in any job-related court matter, the time spent shall be considered

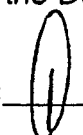
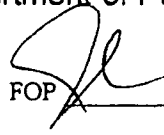
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an assignment to, and performance of his/her regular duty. Said time shall include all actual time spent away from headquarters, including travel to and return from, as well as actual time in court. This time shall not be less than four (4) hours and shall be included as part of his/her hours of employment for that pay period. The minimum overtime payment for court appearances shall be no less than a four-hour minimum, regardless of the actual amount of time spent in court.

Whenever a retired member of the Department of Public Safety, Division of Police shall be required by Order or subpoena to appear before any Grand Jury, Municipal, State Superior, State Supreme Court, or any Federal Court proceeding resulting from the employee's service as a Lawrence TOWNSHIP police officer, then the retired employee shall be compensated for his/her time. Said compensation shall be at the hourly rate of pay in effect at the time of the employee's retirement. Payment shall be limited to actual hours spent in court with no minimum, but shall include the time spent traveling from the Lawrence TOWNSHIP Police Department to the appearance and returning to the Department.

Section 7.4

Whenever a member of the Department of Public Safety, Division of Police, as part of his/her duties, shall be required to remain after his/her normal tour of duty, which does not include special duty, in order to complete a report, maintain traffic control at a scene of an emergency or disaster, or in order to complete an investigation or to perform any other duty required by the commanding officer or by the Rules and Regulations of the Department of Public

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Safety, Division of Police, any such additional time shall, if authorized, ordered or approved by such member's commanding officer, be included as part of his/her hours of employment for that pay period.

Section 7.5

Whenever a member of the Department of Public Safety, Division of Police, as part of his/her duties, is summoned to return or report to duty, including special duty assignments, other than for his/her normal tour or assignment, whether for an emergency or otherwise, he/she shall, except when a continuation of a regular tour of duty, be paid for not less than four (4) hours (or more if he/she actually works longer) and such time shall be included as part of his/her hours of employment for that pay period.

Section 7.6



(a) Whenever a member of the Department of Public Safety, Division of Police, as part of his/her duties, is assigned and designated as a canine handler, then such officer shall be entitled for compensation for the off-duty care and sustenance of the canine that is assigned to that officer, including but not limited to the feeding, grooming, walking the dog and the transporting of the dog to the TOWNSHIP Veterinarian while off duty, if necessary. The assigned officer shall be paid three thousand dollars (\$3000.00) per year, pro rata, in addition to his/her normal rate of pay and/or longevity pay. This amount shall not be paid in a lump sum, but shall be added to the regular pay of the officer, so that the officer receives the total amount over the course of the year.

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(b) Whenever a designated canine handler is scheduled to be on holiday or vacation leave, the canine handler may request that the TOWNSHIP provide shelter for the canine while the officer is on leave. Such a request shall not be denied by the TOWNSHIP. If the canine handler chooses to keep the dog in his possession during such leave periods, than the handler shall not be entitled to any additional compensation other than the compensation listed in section (A) of this Article.

(c) The TOWNSHIP shall be responsible to pay for all food, equipment, supplies, cages and medical related items for the canine in accordance with applicable purchasing laws. The TOWNSHIP also agrees to supply the canine handler with an appropriate vehicle for the on duty use and transport to and from work for the dog and handler.

(d) Whenever the K-9 officer is called back to duty he/she will be compensated at a rate of time and one-half (1 1/2) of his/her regular pay rate for each hour worked. There shall be no minimum overtime earnings.

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Section 7.7

When a Superior Officer of the Department of Public Safety, Division of Police is required to attend a meeting of any group that does not occur during the normal work schedule or shift of said officer and said attendance is as a representative of the Department, said officer may divide their work schedule for the day of that meeting. The officer, with the approval of the Chief of Police, may divide their hours worked between execution of their regular assignments and hours to be attributed to the required attendance at a meeting as a representative of the Department. The total of the divided hours will equal the same number of hours as required for a complete shift of the assigned officer.

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ARTICLE VIII

COMPENSATION FOR OVERTIME


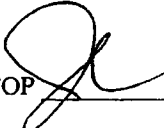
Section 8.1

(a) Whenever any member of the Department of Public Safety, Division of Police, in any work/tour week shall be required, directed or authorized to work for any period in excess of the normal hours of employment as defined in Schedule B and C herein, he/she shall be paid at the rate of time and one-half (1 1/2) of his/her regular pay rate.

(b) For each overtime hour worked by an employee, he/she shall have the choice of CTO time off or cash compensation. If CTO time is selected, it is to be given on any shift and in conjunction with mutually agreed upon date between employee and Chief of Police.

(c) Compensatory time off scheduling shall be by mutual agreement with the Chief of Police, subject to manpower availability, but in any event, said time must be taken not later than the close of the calendar year next following the year in which the right to such compensatory time accrued. Any employee may carry over up to one hundred (100) hours of CTO time into the next calendar year. Any CTO time over one hundred (100) hours will be paid at the current wage rate.

(d) Any CTO accumulated prior to January 1, 2000 shall be paid at the wage rate effective January 1, 2000. Thereafter, should an employee cash in his/her compensatory time or be required to be paid for compensatory time because he/she has accumulated in excess of one hundred (100) hours, he/she shall be paid at the accrued rate of pay.

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(e) An employee may request to cash in compensatory time provided he/she gives twenty (20) days notice to the Finance Department. The TOWNSHIP shall pay the officer on the 1st pay day after the notice period.

(f) Unless regularly scheduled to work, if any employee is called into work for any reason on a designated holiday, he/she shall be paid at a double time rate for all hours worked, but in no event should the officer be paid less than for a period of four (4) hours at the double time rate.

Section 8.2


No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by his/her commanding officer.

Section 8.3

Overtime wages shall be paid at the next immediate two (2) week pay period after such overtime is recorded as provided in Section 8.1 (a) and (b) above.

Section 8.4

The method of recording hours of employment and the administration of the records and other data necessary to effectuate the purpose of this Agreement shall be established by the Chief of Police or Municipal Manager of the TOWNSHIP. However, the computation shall be to the nearest one-quarter (1/4) hour.

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ARTICLE IX

WAGES

Section 9.1

(a) The wages of employees covered by this agreement shall be as set forth on Appendix A. All retroactive money shall be paid as soon as is practicable.

(b) The Academy Step shall be paid from the date of hire until the date of Academy graduation. From the date of graduation from the basic police academy to the expiration of the probationary period, or one year, whichever is less, the probationary rate shall be paid. Any transferee accepting employment in the Lawrence TOWNSHIP Police Department who has both graduated the Academy and completed a one year probationary period in another jurisdiction shall be placed at the "after one year" salary applicable at the time of his/her hire. After successful completion of each year of service the increment step shall be automatically granted to all officers until he/she reaches the maximum salary for said officer's rank.

(c) There shall be a rank differential of 12% between the maximum salary of a patrolman and that of a sergeant, an additional 12% between the salary of a sergeant and that of lieutenant, and an additional 12% between the salary of a lieutenant and that of a captain.



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ARTICLE X

JOB CLASSIFICATION DIFFERENTIAL

Section 10.1

When a member of the association is assigned by the Chief of Police, in writing, in an acting capacity to perform work of a higher rank, the employee so assigned in an acting capacity shall be paid at a higher rate of pay from the time he is so assigned in an acting capacity until the completion of his tour in that higher rank.

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ARTICLE XI
DUES DEDUCTIONS

Section 11.1

The TOWNSHIP shall, upon receipt of written authorization from a member of the ASSOCIATION, deduct the regular monthly dues of such member from his/her pay and remit such deduction by the succeeding month to the official designated by the ASSOCIATION to receive such deductions. The ASSOCIATION will notify the TOWNSHIP in writing of the exact amount of such regular membership dues to be deducted. The authorization shall remain in effect during the life of this Agreement. The ASSOCIATION shall indemnify, defend and save the TOWNSHIP harmless against any and all claims, demands, suits or other forms of liability that shall rise out of reliance upon dues deduction authorization forms submitted.



Section 11.2

Union Security

An employee in the bargaining unit on the effective date of this Agreement who does not join the union within ninety (90) calendar days thereafter, any new employee who does not join within ninety (90) calendar days of initial employment within the unit, any previously employed person within the unit who does not join within ten (10) calendar days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction. The representation fee shall be an amount up to 85% of the regular union membership dues pursuant to N.J.S.A. 34:13A-5.5 et seq. and as such fees and assessments as certified to the employer by the

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union. The representation fee may increase at any time to reflect any changes in the regular union representation fees and shall continue beyond the termination date of this Agreement so long as the union remains the majority representative of the employees in this unit.

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ARTICLE XII

HOLIDAYS AND SNOW DAYS

Section 12.1

(a) The following holidays shall be authorized:

- | | | | |
|---|------------------------|----|------------------------|
| 1 | New Year's Day | 8 | Labor Day |
| 2 | Martin Luther King Day | 9 | Columbus Day |
| 3 | Lincoln's Birthday | 10 | General Election |
| 4 | President's Day | 11 | Veterans' Day |
| 5 | Good Friday | 12 | Thanksgiving Day |
| 6 | Memorial Day | 13 | Day after Thanksgiving |
| 7 | Independence Day | 14 | Christmas Day |

(b) All employees of the Department of Public Safety, Division of Police, who do not receive the above holidays off on the designated date, as such, the above listed holidays shall be grouped together and given off as "Holiday Leave" each calendar year.

Section 12.2

The TOWNSHIP and the ASSOCIATION agree to recognize as holidays such additional days as shall be designated for all employees of the TOWNSHIP OF LAWRENCE as set forth in the appropriate Ordinance or Resolution adopted by the TOWNSHIP for such purpose.

Section 12.3

Employees of the Department of Public Safety, Division of Police, shall receive time off in a manner commensurate with other TOWNSHIP employees for snow days.

ARTICLE XIII

FUNERAL LEAVE OF ABSENCE

Section 13.1



(a) In the event of the death of a member of the immediate family of any employee covered by this Agreement; the immediate family being defined as the mother, father, grandmother, grandfather, grandchildren, sister, brother, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parent or any other dependent living in the household of the employee, said employee shall be excused for a period not to exceed four (4) consecutive workdays for bereavement purposes including day of funeral.

(b) Any employee whose spouse or child dies is to be given an additional fifteen (15) days off before he/she must report back to duty, which time shall not be deducted from his/her vacation, sick or personal days.

(c) In the event of the death of a member of an employee's family while said employee is on vacation or holiday leave, said employee shall be entitled to funeral leave as it is authorized by this Agreement and such leave shall not prejudice an employee's vacation rights granted by this Agreement. The employee in mutual agreement with the Chief of Police in such cases shall be required to re-schedule his/her unused vacation time in the same calendar year.



(d) In the event an officer is killed in the line of duty or from injuries sustained while working, the TOWNSHIP shall pay without delay the sum of six thousand dollars (\$6,000.00) toward funeral and related expenses to the employee's surviving spouse and/or dependents, regardless of the amounts paid for such expenses from other sources. If there is no immediate family, the six thousand dollars (\$6,000.00) sum shall be paid to the employee's estate.



TWP:  FOP: 

ARTICLE XIV

PENSIONS

Section 14.1

The TOWNSHIP shall continue to provide contributions to employee's pension fund in accordance with the presently existing practice as may be provided by law.

TWP:  FOP: 

ARTICLE XV

VACATIONS

Section 15.1

All employees covered by this Agreement shall earn and be granted paid vacation time as follows for the term of this Agreement:

- | | | |
|-----|--|---|
| (1) | From date of appointment to December 31 of the year of appointment | One (1) working day per month |
| (2) | For each succeeding year through the fifth (5th) year of employment | Twelve (12) working days per calendar year |
| (3) | From the sixth (6 th) year through the tenth (10th) year of employment | Fifteen (15) working days per calendar year |
| (4) | From the eleventh (11 th) year through the fifteenth (15th) year of employment | Twenty (20) working days per calendar year |
| (5) | From the sixteenth (16 th) year of employment and thereafter | Twenty-five (25) working days per calendar year |

Section 15.2

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the TOWNSHIP OF LAWRENCE unless the said TOWNSHIP determines that it cannot be taken because of pressure of work. Any unused vacation time may, with the approval of and as scheduled by the Chief of Police, be carried forward into the succeeding year, pursuant to Civil Service Rule 4:1-17.11. An employee who has scheduled vacation canceled by the TOWNSHIP because of pressure of work will be allowed to take that vacation period at any time during the following year, and at a time the employee chooses. If the employer and employee cannot agree on when the time is to be taken, the

employee shall have the option of receiving time off but if this is not possible, then he/she shall receive a cash payment equivalent to the time owed.

Section 15.3

(a) Employees of the Department of Public Safety, Division of Police, shall have their Holiday Leave and Vacation Leave combined in such a way that there will be distinct periods of time off during each calendar year.

(b) Employees can choose either two (2) distinct three-week periods: one (1) three (3) week period during the designated summer months of each calendar year; and one (1) three (3) week period during the designated winter months of each calendar; or take three (3) distinct vacation periods of two (2) weeks off, of each calendar year.

(c) Any excess holiday leave or vacation leave will be given off during any time of the year that is mutually agreeable between said employee and the Chief of Police.

(d) Vacation periods will be defined as follows for each calendar year:

“Winter” January through the second Saturday in May and the last Sunday in September through December 31st.

“Summer” The second Sunday in May through the last Saturday in September, except for the week of the FOP Convention.

ARTICLE XVI


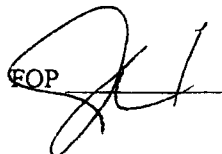
LONGEVITY

Section 16.1

(a) Each employee covered by this Agreement, shall in addition to his/her regular wages and benefits, be paid a longevity increment based upon years of service with the TOWNSHIP in accordance with the following schedule and said amount shall be pensionable and included as part of the employee's regular pay:

- | | | |
|----|--|---------|
| a. | Upon entering their 8th year of service | \$1,500 |
| b. | Upon entering their 12th year of service | \$2,100 |
| c. | Upon entering their 16th year of service | \$3,000 |
| d. | Upon entering their 20th year of service | \$3,900 |
| e. | Upon entering their 24th year of service | \$5,100 |
| f. | Upon entering their 28th year of service | \$5,500 |

(b) Each employee shall qualify for the longevity increment January 1 or July 1 nearest to the anniversary date of his/her employment.

TWP:  EOP: 

ARTICLE XVII

UNIFORM ALLOWANCE

Section 17.1

Uniform Officer

The TOWNSHIP agrees to provide an annual uniform purchase and maintenance allowance of Sixteen Hundred Dollars (\$1,600.00). Payments of the uniform allowance shall be paid not later than the end of April of each year.

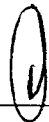
Section 17.2 - Non-Uniform Officer

(a) The TOWNSHIP agrees to pay a uniform purchase and maintenance allowance in the case of non-uniform employees in the same amount as patrolmen. All uniform allowance checks are to be issued by the end of April of the respective year and thereafter.

(b) The officers (employees) referred to in Section 17.2(a) above shall not be required to carry a full complement of uniforms. Should any employee be placed back into the uniform section of the Division of Police, then the TOWNSHIP agrees to purchase his/her uniform quota up to department requirements, and the TOWNSHIP agrees to adjust said employee's clothing allowance accordingly.

Section 17.3

The administrative records and procedures are to be established by the Municipal Manager by administrative order. Said uniform allowances are to pay for all cleaning, purchasing and maintenance of uniforms for each employee so covered. Effective January 1, 1981, the possession of a dress uniform is no longer required.



ARTICLE XVIII

HOSPITAL AND MEDICAL INSURANCE

Section 18.1



(a) The TOWNSHIP agrees to provide each employee covered by this Agreement with health insurance for all employees and their dependents.

(b) The TOWNSHIP reserves the right to change its Health Benefit Administrator and/or carrier so long as substantially similar benefits, coverage and administration as are provided under the current health benefit program are maintained. The TOWNSHIP agrees to provide forty-five (45) days notice to the FOP and to provide the FOP with the master plan documents for both the current and proposed plans for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges.

(c) Consistent with Chapter 2 (Senate Bill 3) of the Laws of 2010 employees shall contribute toward the cost of their health and prescription premium costs for themselves and their dependents. The rate of contribution shall be one and one-half percent (1.5%) of pensionable compensation of the employee. The contribution shall become effective January 1, 2011. The contribution shall be deducted from the employee's pay.

Section 18.2

The TOWNSHIP will provide a drug prescription plan for each employee and his/her family as presently provided. Employees will be required to contribute to the cost of prescription coverage as provided in Section 18.1 of this Agreement.

TWP:  FOP: 

Section 18.3

The TOWNSHIP agrees to maintain all other insurance benefits, including but not limited to, Major Medical insurance protection which is presently in effect.

Section 18.4

Life Insurance

The TOWNSHIP agrees to provide life insurance coverage for any officer killed in the line of duty in the amount of \$20,000.00.



Section 18.5

Physical or Eye Examination

(a) The TOWNSHIP agrees to provide a physical examination or an eye examination by a physician of the employee's choice for each employee covered by this Agreement in an amount not to exceed Two Hundred Fifty Dollars (\$250.00), which \$250.00 may be used to pay the cost of eyeglasses, contact lenses, a surgical eye correction and maintenance (i.e., Radial Keratotomy and Lasik surgery). In the case of a surgical eye correction procedure, the employee will receive the amount of Two Hundred Fifty Dollars (\$250.00) the year of the surgery, and the amount of Two Hundred Fifty Dollars (\$250.00) the year after the surgical procedure.

(b) Procedures and costs concerning said examination(s) to be promulgated by the TOWNSHIP. Reimbursement will be made to the employee by voucher.

(c) The results of the aforesaid examination shall be retained in the physician's office, only, and shall not be released without the consent of the officer and for good cause.

TWP:  FOP: 

(d) Said physicians for the above-listed examination(s) in (a) above, shall be a medical doctor and ophthalmologist, both duly licensed in accordance with New Jersey State laws.

Section 18.6 - Dental

Effective January 1, 1989 the TOWNSHIP shall provide an upgraded dental program (NJ Blue Cross-Blue Shield Dental - Schedule D), for the benefit of each employee and his/her family (at his/her option), the cost of which shall be shared equally between the TOWNSHIP and the employee. The particular plan selected shall be approved by the parties to this Agreement.

Section 18.7

Surviving Spouse and Children Coverage

The surviving spouse and children coverage shall be six (6) months.

TWP:  FOP: 



ARTICLE XIX

RETIRED BENEFITS

Section 19.1

(a) The TOWNSHIP shall provide full medical, drug and dental plans as set forth in this Agreement, Article XVIII, to all retired employees commencing from the year of retirement for members leaving the department up to a maximum of fifteen (15) years.

(b) Employees retiring from the Division of Public Safety, Police Department, shall receive payment for all vacation days, holidays and personal days not taken during the year of retirement without being pro-rated during said year as credited on January 1st of that year.

TWP:  FOP: 

ARTICLE XX



COLLEGE INCENTIVE COMPENSATION

Section 20.1

(a) Each employee of the Department of Public Safety, Division of Police, who is or has been awarded an Associate Degree in police science or law enforcement, or who has completed two (2) years of a four (4) year program towards a Bachelor's Degree in said areas, shall receive, in addition to all other sums set forth in the Agreement, an additional Five Hundred Dollars (\$500.00). Payment shall be made only one time.

(b) Each employee of the Department of Public Safety, Division of Police, who has or does receive a Bachelor's Degree in police science or law enforcement, shall receive a total sum of One Thousand Dollars (\$1,000.00) Dollars for such degree. Payment shall be made only one time.

(c) All payments set forth above shall be paid on or about October 1st of the year paid.

TWP:  FOR 

ARTICLE XXI

GRIEVANCE PROCEDURE

Section 21.1

In the event that any difference or dispute should arise between the TOWNSHIP and the ASSOCIATION, or its members employed by the TOWNSHIP over the application and interpretation of the terms of this Agreement or any action of the Department of Public Safety, Division of Police affecting a term and condition of employment (including, but not limited to, the disciplining or discharge of employee), an earnest effort shall be made to settle such differences immediately.



The following procedure shall be followed:

Step #1

The matter first shall be discussed orally with the employee's immediate supervisor and the ASSOCIATION representative within ten (10) days after the grievance has occurred exclusive of Saturday and Sunday.

Step #2

If within ten (10) days after the date of the presentation of a written grievance, exclusive of Saturday and Sunday, and if the grievance is not resolved with the employee's immediate supervisor, it shall be presented in writing to the ASSOCIATION representative and the Chief of Police. The Police Chief or his designee(s) shall arrange for such meetings and make such investigation(s) as is/are necessary and give his answer to the

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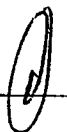

grievance in writing within ten (10) days after the submission of the grievance to the ASSOCIATION Grievance Committee, exclusive of Saturday and Sunday.

Step #3

If the grievance is not resolved at Steps #1 and #2, the ASSOCIATION shall present the grievance in writing to the TOWNSHIP Manager or his designee(s) within ten (10) days after the decision of the Chief of Police, exclusive of Saturday and Sunday. This presentation shall set out the position of the ASSOCIATION. The TOWNSHIP Manager shall answer the grievance in writing within ten (10) days after the receipt of the grievance, exclusive of Saturday and Sunday, setting forth the position of the TOWNSHIP.

Step #4

If the grievance is not resolved at any of the steps listed above and has to be submitted to binding arbitration, either party to this Agreement may submit the grievance to binding arbitration in accordance with the procedures established by the New Jersey Public Employment Relations Commission. The costs for such Arbitrator shall be borne by the losing side if an award is written by the arbitrator. If the TOWNSHIP and the ASSOCIATION cannot agree on which side lost, they shall select a mutually acceptable individual to decide this issue.

TWP:  FOP: 

Section 21.2

If the parties to the Agreement reach a mutual agreement, the grievance procedure may be accelerated, i.e., steps can be skipped and time periods reduced by mutual agreement. Moreover, in grievances involving appeals of decisions rendered by the Chief of Police in matters of discipline relating to employees covered by this Agreement, the parties agree that all such grievances will automatically begin at Step #3 (TOWNSHIP Manager), thereby skipping Steps #1 and #2 of the Grievance Procedure in such cases.

Section 21.3

Nothing herein shall prevent any employee from processing his/her grievance, provided the Grievance Committee may be present.

Section 21.4

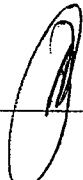
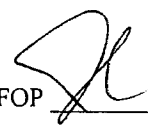
Nothing herein contained shall limit the rights of the employee(s) under existing statutes or rules of New Jersey law or the TOWNSHIP OF LAWRENCE.

Section 21.5

No settlement of a grievance under any or all of the provisions of this Article, shall contravene the provisions of the Agreement.

Section 21.6

The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion. The decision of the Arbitrator shall be final and binding.

TWP:  FOP: 

Section 21.7

TOWNSHIP Grievances

Grievances initiated by the TOWNSHIP OF LAWRENCE shall be filed directly with the ASSOCIATION within ten (10) days after the event giving rise to the grievance has occurred, exclusive of Saturday and Sunday. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the TOWNSHIP OF LAWRENCE and the ASSOCIATION and its attorney, in an earnest effort to adjust the differences between the parties.

Section 21.8

If a grievance initiated is not resolved at any of the listed steps above and has to be submitted to binding arbitration; such Arbitrator shall be selected in accordance with the rules of the New Jersey Public Employment Relations Commission. The costs for such Arbitrator shall be borne by the losing side if an award is written by the Arbitrator. If the TOWNSHIP and the ASSOCIATION cannot agree on which side lost, they shall select a mutually acceptable individual to decide this issue.


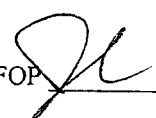
TWP:  FOP: 

ARTICLE XXII

STRIKES AND OTHER JOB ACTION

Section 22.1

The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the TOWNSHIP OF LAWRENCE, and employees agree to be bound by all such laws, as they now exist, or as they may be modified or amended, from time to time.

TWP.  FOP 

ARTICLE XXIII

TOURS OF DUTY

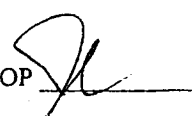
Section 23.1

(a) The normal tours of duty shall continue as they are currently in effect accordingly assigned by the Chief of Police on the posted employee work schedule. Except in the event of an emergency, an officer will be entitled to at least seven (7) hours off between the last hour worked under his/her previous work schedule and the first hour worked under any change in his/her work schedule made under this section. Any officer who has to report to duty with less than seven (7) hours off, shall be paid four (4) hours overtime as set forth in the next sentence of this section, notwithstanding that the officer received at least three (3) days notice before the change in his/her work schedule. Early reporting times (0630, 1430, 2230) and late reporting times (0730, 1530, 2330). Detectives will not be governed by the above reporting times due to work pressure or job assignment.

(b) The assignment of employees to the schedules developed by the Chief of Police or his/her representative(s), is recognized to be the prerogative of the Chief of Police or his/her representative(s).

Shift changes for officers of equal rank shall normally be permitted with any final decision regarding same to be made by the Chief of Police.

(c) Under normal working conditions, an employee will be notified three (3) days before any change in his/her work schedule, if it is other than the original rotation listed on the Chief of Police's yearly posted work schedule. Should there be any change in the shift of an officer, he shall be paid four (4) hours overtime if





he is asked to come in early, and shall be paid at the overtime rate for each hour worked beyond when his previously scheduled tour of duty would have terminated.

(d) The employee(s) understand that this notification will not be necessary in situations which arise from time to time that are covered in the Agreement under Article VII, Section 7.2 and Section 7.4.

(e) Shift changes between employees of equal rank are allowed as long as both employees are in agreement with no limit imposed per work week, with no reason required. However, these changes shall not allow or require an officer to work a double shift.

(f) The patrol work schedule (four 4 days of work followed by two 2 days off), the "4-2 chart" shall be as set forth on Schedule B annexed. The investigative work schedule (4 - ten hour days with 3 days off), the "4-3 chart", shall be as set forth on Schedule C annexed.

TWP:  FOP: 

ARTICLE XXIV

MANAGEMENT OF TOWNSHIP AFFAIRS

Section 24.1

The TOWNSHIP OF LAWRENCE hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not limiting the generality of the foregoing, the following rights:

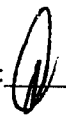

(a) The executive management and administrative control of the LAWRENCE TOWNSHIP government, its properties and facilities and the activities of its employees.

(b) To hire all employees and, subject to provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.

(c) To suspend, demote, discharge or take other disciplinary actions for good and just cause according to law.

Section 24.2



The exercise of the foregoing powers, rights, authority, duties or responsibilities of the TOWNSHIP OF LAWRENCE, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of LAWRENCE TOWNSHIP.

TWP:  FOP: 

(a) Notwithstanding the above, prior to implementation of any new or revised policy, rule, regulation or practice pertaining to the terms and conditions of employment of any and all officers covered under this Agreement, the Employer shall provide the FOP with a copy of said policy, rule, regulation or practice thirty (30) days in advance of its implementation so that it may be reviewed to determine whether it is in violation of N.J.S.A. 34:13A-5.3.

Section 24.3



Nothing contained herein shall be construed to deny or restrict any party of its rights, responsibilities and authority under N.J.S.A. and N.J.S.A. 11 of any Federal, State, County or local laws or ordinances.

TWP:  FOP: 

ARTICLE XXV
APPLICABLE LAWS

Section 25.1

The provisions of the Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State, County, local laws and ordinances or any properly enacted amendments, additions, or deletions thereto, except as specifically permitted thereby. If any provisions of this Agreement shall be judged invalid either by Court decree or by decision of an administrative tribunal, such adjudications shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.

TWP:  FOP: 

ARTICLE XXVI

PERSONAL DAYS

Section 26.1

Personal days shall be taken off during any shift and without specific cause or reason, provided an employee gives at least seventy-two (72) hours notice to the Chief of Police prior to taking off that day.

(a) All covered employees shall be entitled to 25.5 hours of personal time granted each calendar year.

(b) Any employee who has not used all of his/her personal time by the end of the calendar year, shall be paid at straight time pay rate for the unused time up to a maximum of twenty-four (24) hours of unused personal time.

(c) Employees may utilize "personal day" hours in increments of one-half the amount of hours scheduled as the work day for said employee requesting time off.



ARTICLE XXVII



FALSE ARREST INSURANCE

Section 27.1



(a) The TOWNSHIP shall purchase and maintain insurance coverage on behalf of each employee of the Department of Public Safety, Division of Police, against any expenses incurred in any proceeding and any liabilities asserted against said employees in their capacities as members of the Police Department of the TOWNSHIP OF Lawrence, County of Mercer, State of New Jersey.

(b) Such insurance coverage shall include protection and indemnification concerning claims or actions in the nature of "false arrest" or malfeasance against said employee. Additionally, such insurance coverage shall include protection from and indemnification of any damages of a punitive nature sought and/or awarded against said employee(s). This insurance contract coverage shall be approved by the TOWNSHIP and the ASSOCIATION. A copy of the false arrest insurance policy (Carrier _____, Policy No. _____) is incorporated by reference in this contract. A copy of the policy shall be made available to the ASSOCIATION upon request.

(c) In the event of failure to obtain such liability insurance coverage either because of cost, or any other reason, the TOWNSHIP hereby agrees to save harmless every employee from any claim made against him or her seeking to impose personal liability as aforementioned in sub-paragraphs (a) and (b) above, which shall include all costs and attorney's fees. The TOWNSHIP shall in

TWP:  _____ FOP:  _____

such event be empowered to select the attorney to conduct such defense arising because of any such claim.

TWP:  FOP: 

ARTICLE XXVIII

PROPERTY DAMAGE

Section 28.1

(a) Any damage to an employee's uniform, clothing or other personal possessions, including his/her automobile, incurred in the line of duty shall be compensated for by the TOWNSHIP.

(b) Uniform clothing and personal items damaged while in the performance of duty shall be replaced on an item for item basis at current replacement costs.

(c) The TOWNSHIP is to supply officers with a vehicle in which to go to court appearances, schooling and in-service training. If an employee chooses to use his/her own auto, the TOWNSHIP is to compensate said employee at the rate currently paid for reimbursement equal to the rate paid other Lawrence Township municipal employees at the time of travel. The TOWNSHIP is to cover the employee and his/her auto under TOWNSHIP insurance policies for damages sustained, either in an accident or otherwise, if said damages are not the fault of the employee.





ARTICLE XXIX

FUNERAL DETAILS

Section 29.1

The TOWNSHIP shall permit the formulation of a police funeral detail of four to five men to utilize a marked TOWNSHIP vehicle to represent the TOWNSHIP at funerals of police officers killed in the line of duty within the Tri-State area.

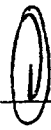

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ARTICLE XXX

WORKERS' COMPENSATION INSURANCE COVERAGE

Section 30.1

Special work duty shall be governed by Ordinance #1805-04 as adopted
September 7, 2004.

TWP:  FOP: 



ARTICLE XXXI

BILL OF RIGHTS

In order to safeguard fundamental rights for law enforcement officers employed by the TOWNSHIP OF LAWRENCE, it is agreed that:

1. Except when on duty or acting in his/her official capacity as a law enforcement officer, no law enforcement officer shall be prohibited from engaging in political activity, provided his/her position as a law enforcement officer is not used in any way, whether directly or indirectly, while engaging in said political activities. As employed herein, the term "law enforcement officer" shall mean any member of the Lawrence TOWNSHIP Police Department whose primary duties and responsibilities are the enforcement of laws and regulations of the State of New Jersey and the protection of the life, peace and property of its citizens; and is empowered by State statute to act for the arrest, detention and conviction of persons violating the laws. It is understood that a police officer will not engage in any political activity which requires a signature or donation or any other action which would indicate compliance with the officer's request in the municipality in which he is employed, nor shall he engage in any political activity or hold any public office which would violate the statutory or common law of New Jersey.



2. Whenever a law enforcement officer has received notice that he is under formal investigation after receipt of a filed complaint, which complaint shall be in the form of the notification of complaint attached hereto, for alleged malfeasance, misfeasance, nonfeasance of official duty, with a view to possible

TWP:  FOP: 

disciplinary action, demotion, dismissal or criminal charges, the following minimum standards shall apply:

a. Any formal interrogation of a law enforcement officer, whether as a subject of the investigation or as a witness, shall take place at the location designated by the investigatory officer, except it shall not be conducted at the law enforcement officer's home unless the home is specifically involved in the complaint, and preferably when the employee is on duty. A member of the Division shall be compensated for lost time accruing from investigations in accordance with existing Division Policy. The questioning of an officer shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward. Time shall be provided for personal necessities, meals and telephone calls as are reasonably necessary. The law enforcement officer shall be entitled to the presence of his/her counsel or any other one person of his/her choice at any interrogation in connection with the investigation.

b. The law enforcement officer being investigated shall be informed at the commencement of any interrogation of the nature of the investigation, including whether the officer is a target of the investigation, if known, the statute rule or regulation allegedly violated, if known, the names and addresses of any complainants, and the identity and the authority of those conducting the investigation. This shall not preclude the employer from subsequently modifying, amending or changing the statute, rule or regulation under which the charges are brought. Also, at the commencement of any interrogation of such officer in connection with any

TWP:  FOP: 



such investigation, the officer shall be informed of the identity of all persons present during such interrogation. All questions asked in any such interrogation, whenever practicable, shall be asked by or through a single interrogator.

c. No formal hearing by means of which a law enforcement officer may be disciplined or penalized may be brought except upon charges signed by the persons making those charges.

d. The interrogation of the employee concerned shall be recorded mechanically, or by written form. Off the record, questions shall not be permitted. Any recesses called during the interrogation shall be recorded.

e. If an officer is placed under arrest or is likely to be placed under arrest for a criminal offense, he/she shall be afforded all constitutional rights and, in addition, he/she shall be given the following warning prior to the commencement of any interrogation:

I am advising you that you are being questioned as part of an official investigation of the Police Division. You will be asked questions specifically directed and narrowly related to the performance of your official duties. You are entitled to all the rights and privileges guaranteed by the laws of the State of New Jersey, the Constitution of this State and the Constitution of the United States, including the right not to be compelled to incriminate yourself and

TWP:  FOP: 

the right to have legal counsel present at each and every state of this investigation.

I further advise you that if you refuse to testify or to answer questions relating to the performance of your official duties, you will be subject to Departmental charges which could result in your dismissal from the Police Division. If you do answer questions, neither your statements nor any information of evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent Departmental charges.

(f) It is understood that the provisions of Paragraph Two above shall not preclude initial or preliminary inquiries by the employer and shall only apply upon the commencement of a formal investigation or the filing of a complaint.

3. All investigations against law enforcement officers shall be conducted expeditiously. At least every two months after the commencement of such investigation, as determined by the date that the notification of complaint is served upon the officer, the officer, if he so requests, is to be informed of the status of the pending investigation. If charges are to be brought against the

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officer, they should be brought as promptly as possible to ensure that no unnecessary delay occurs which might prejudice the officer's defense and, unless unusual circumstances exist, no officer should be prosecuted by the Department for the alleged infraction of any rule if more than ninety (90) days transpire between the date the Chief or appropriate superior officer had knowledge or should reasonably have had knowledge of the alleged infraction by virtue of information that is normally transmitted to him by routine administrative processes and the service of the preliminary notice of disciplinary action.

4. There shall be removed from an officer's personnel file all papers, files, reports, notes and copies thereof relating to an investigation of a police officer when the investigation does not result in any disciplinary action or when the officer is exonerated. These items, if retained, shall be maintained separate and apart from the personnel file. The officer may, on proper notice, inspect these materials at the discretion of the Chief of Police.

5. No law enforcement officer shall be required to disclose, for the purpose of promotion or assignment, any information concerning his/her property, income, assets, debts or expenditures or those of any member of such officer's household, except where such information relates directly to the officer's assignment or duties. No officer shall be required to take any lie detector or other test designed to determine the truthfulness of any statement as part of any investigation or as a condition of employment.



6. There shall be no penalty or threat of any penalty for the exercise by a law enforcement officer of his /her rights under this Bill of Rights.

ARTICLE XXXII

RADIOS AND TELEVISION SETS

Section 32.1

All future police vehicles will be supplied with AM/FM radios and the ASSOCIATION shall be permitted, at its own expense, to install and maintain an AM/FM radio and television set at the communication desk. Use of the aforesaid items shall be subject to the approval of the shift supervisor whose approval shall not be unreasonably denied.

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ARTICLE XXXIII

ON-CALL POLICIES FOR DETECTIVES

Section 33.1



An On-Call Policy for General Assignment Detectives within the Investigation Division of the Department is established. Effected employees shall each be compensated a total of Two Thousand (\$2,000.00) Dollars per year for serving in a designated on-call capacity. This compensation shall be in addition to and subsequently included in the current base salary of the employee. The employee will normally be required to serve no more than eleven (11) on-call tour weeks per calendar year. An on-call tour shall consist of one (1) calendar week, commencing at 1300 hours on Wednesday and ending on 1259 hours the following Wednesday. The on-call tour shall normally coincide with the start of the employee's regularly scheduled evening shift (D-5).

Section 33.2

If for some reason, an employee is unable to perform his/her on-call duties for a specific tour due to illness, injury (job related or non-job related), disciplinary action or other reason, then another compensated employee who is able to perform their specific on-call duty responsibilities, will continue receiving the full on-call compensation. This employee will be required to "make-up" the on-call time at a later time when he/she returns to normal duty status.

Section 33.3

An employee who incurred additional on-call responsibilities due to another employee's absence will receive relief from his/her future on-call responsibilities in an equitable fashion (tour for tour). This shall occur at a period

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of time after the absent employee returns to normal duty status. The affected employees and Management shall try to mutually agree upon the on-call make-up time. If the relief period cannot be agreed upon, then the final determination for scheduling the relief period will be made by the Chief of Police.

Section 33.4

If an employee serves on-call tours in excess of eleven (11) tours in any calendar year, where the additional on-call tours cannot be "paid back" by the absent employee at any future time, then the employee will be compensated with four (4) hours of straight Compensatory Time Off (CTO) for each additional on-call tour week. This Section shall only apply if the absent employee never returns to his/her on-call duty status, therefore being unable to pay back the time owed. Such reasons include, but are not limited to, retirement, resignation, termination, and transfer/reassignment.

Section 33.5

An employee shall be provided with a minimum of seventy-two (72) hours notice prior to the date of any change to his/her on-call coverage assignment.



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ARTICLE XXXIV

STAND-BY STATUS IN CRIMINAL AND JUVENILE CASES

Section 34.1

If an employee is called upon by the department of the courts to be on Stand-By or Alert status with regard to a civil, criminal or juvenile matter, he/she is to be compensated in CTO time (based on 25% of his/her regular hourly rate) for any time spent on said Stand-By or Alert Status.



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ARTICLE XXXV

SAFETY COMMITTEE

Section 35.1

A standing safety committee shall be formed with representatives from the patrol officers, the police administration and the TOWNSHIP administration which shall confer regularly in the areas of modifications of rules and regulations, maintaining safety and equipment and working conditions. Members of the ASSOCIATION may make recommendations with regard to the aforementioned areas prior to formal adoption. Any changes effectuated by said Committee shall be made known to the ASSOCIATION as soon as practicable.



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ARTICLE XXXVI

SURVIVOR'S BENEFIT CLAUSE

Section 36.1



In the event of the death of an employee, whether on or Off-Duty, his/her survivors will be paid for the employee's vacation days, holidays, personal days, compensatory time, salary and severance pay, etc. There will be no pro-rating. All the above should be paid to the employee's survivor(s) within thirty (30) days, but in no event later than sixty (60) days from the date of death of said employee.

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ARTICLE XXXVII
SHOOTING INCIDENT

Section 37.1

In the event any officers are involved in a shooting incident, whereby there is a serious injury or fatality caused by same, ten (10) working days (not to be taken from sick time) shall be given said officers from the date of the incident. The TOWNSHIP shall provide any and all medical and psychological counseling needed or required at TOWNSHIP expense. At the end of the ten (10) days, the TOWNSHIP and FOP officers should meet and determine the need to continue said treatment to the employees involved.

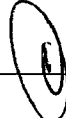

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ARTICLE XXXVIII

PERFECT ATTENDANCE

Section 38.1

Any employee, who attains a perfect attendance record in any one (1) calendar year, will receive \$200.00 awarded in a lump sum payment during February of the following year. The attendance record will be considered perfect if the only absences are due to injury or disability incurred while on duty.

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ARTICLE XXXIX

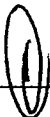

MILITARY LEAVE

Section 39.1

Any employee who is a member of the National Guard or Organized Reserve shall be entitled to a leave of absence pursuant to Federal and State laws. The Township agrees that an employee on (2) two week annual training shall suffer no loss of pay.

Section 39.2

Such leave of absence shall be in addition to any regular annual vacation allowed said employee. If the military duties are scheduled on the employee's regular annual vacation leave, the employee shall select another vacation leave period of his/her choosing.

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ARTICLE XL
PERSONNEL FILE

Section 40.1

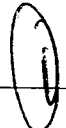

Employees shall have access to their personnel file with respect to any summary report of an internal affairs investigation in which he/she was a suspect. The employee may submit rebuttal material as desired. However, the employee may not have access to the background investigation reports. This review shall be done during normal business hours.

Section 40.2

No unsubstantiated or unfounded complaint or any information in regard thereto, shall become part of an employee's official file.

Section 40.3

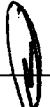
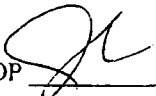
The TOWNSHIP shall not allow anyone, with the exception of the TOWNSHIP manager, TOWNSHIP attorney (while on official business), Chief of Police, or his designee, or Personnel Officer to read, review, have a copy of or in any way peruse any employee's personnel file which is kept by Division of Police of TOWNSHIP.

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ARTICLE XLI
ESTATE BENEFIT

Section 41.1

All hospitalization and major medical insurance coverage and other employee benefits deemed applicable shall be continued for a surviving spouse until he/she qualifies for Medicare and for dependent children (18 years, if not in school and 23 years, if still in school) of officers killed in the line of duty. Upon remarriage, the surviving spouse would no longer be entitled to such coverage.

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ARTICLE XLII

TRAINING

Section 42.1

Employees of the Division of Police shall with complete equal opportunity be permitted to attend training schools and seminars for the purpose of job education and job training

Section 42.2

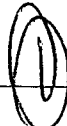

All fees and material costs shall be borne by the TOWNSHIP, provided money is available in the budget for same.

Section 42.3

Employees attending any training schools and seminars shall be compensated with full pay and benefits. When attending any training school or seminar on his/her regularly scheduled day off, said employee shall be paid at rate of time and one-half for each hour of attendance.

Section 42.4

Any school, academy, seminar that requires overnight attendance or that is located such a distance away that overnight attendance is both desirable and convenient, and facilities and meals are not provided; the TOWNSHIP will reimburse each employee for his/her lodging and meal expense. Said reimbursement shall be made to the employee as follows: A maximum of Four Dollars (\$4.00) for breakfast, Five Dollars (\$5.00) for lunch, Eight Dollars (\$8.00) for dinner and Thirty-Five Dollars (\$35.00) a day for lodging, upon presentation of receipts for said expenditures. Where possible, the TOWNSHIP will make

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advance reservations for lodging. However, the officer shall not ask for and TOWNSHIP will not pay overtime for overnight attendance.



Section 42.5

All interested officers should receive education, training and experience in all areas of police work, including but not limited to, the following areas:

- | | |
|--------------------------|---|
| 1 Radar operation | 9 Riot control |
| 2 Breathalyzer operation | 10 Hostage negotiations |
| 3 Latent prints | 11 Crime and scene detection and evidence gathering |
| 4 Homicide investigation | 12 Changes in the law and Municipal Ordinances |
| 5 Arson investigation | 13 Accident investigation |
| 6 Rifle marksmanship | 14 Report writing |
| 7 Revolver marksmanship | 15 Interviews |
| 8 Narcotics | 16 Sensitivity courses |

Section 42.6

When the Chief of Police or his designee receives any course notice or seminar material, it shall immediately be posted conspicuously for all members to see.

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ARTICLE XLIII



MARKSMANSHIP PROFICIENCY SKILLS

Section 43.1

The TOWNSHIP, because of a lack of its own weapons range, shall purchase two (2) annual range passes to a Public Pistol or Rifle Range, so that off duty officers wanting to increase their skill with both their on-duty (service) and Off-Duty (personal) weapons may do so. The range shall be a legally licensed shooting center or range approved by the Chief of Police.

Section 43.2

The TOWNSHIP shall make available for the use of each police officer one hundred (100) rounds of service ammunition per man, per quarter year for the maintenance and skill improvement in the use of firearms. The 100 rounds shall be given only to those officers going to a legally licensed shooting center or range approved by the Chief of Police. All brass discharged casings shall be returned to the Department by the employee

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ARTICLE XLIV

SCHEDULE COMMITTEE

Section 44.1

All schedules currently in effect shall remain,. A committee shall be formed for the express purpose of developing an alternative work schedule to that presently in effect, and overseeing its implementation If it is mutually agreed by the Association and Township that a change in the work schedule is desirable or necessary.

Section 44.2

The Committee shall consist of FOP President, or his designee, and two (2) FOP members selected by the FOP President, the Chief of Police, or his designee, and two (2) other TOWNSHIP officials.

Section 44.3

The Committee shall meet at convenient times and places. If any meeting is called when a FOP Committee member is working, said employees shall be allowed to attend after informing their supervisor.

Section 44.4

It is the understanding that any recommendation of the Committee shall be adopted and implemented only upon ratification of both parties as per the process utilized for contract ratification. Any schedule so adopted shall remain in effect for the duration of the current contract.

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ARTICLE XLV

DURATION OF AGREEMENT

Section 45.1

(a) The Agreement shall be effective January 1, 2009 and continue in full force and effect until December 31, 2012 and shall be deemed a continuing agreement, automatically renewing itself from year to year thereafter except that either party shall have the right to renegotiation by written notice to the other at least sixty (60) days prior to October 1st, in the calendar year of the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

(b) The parties agree that they will enter negotiations on or about said October 1st, and will continue such negotiations in good faith until a renewal of the within Agreement, together with all agreed upon modifications has been arrived at by agreement.

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APPENDIX A

SALARIES

A. Effective January 1, 2009 base salaries for all covered employees as reflected in the Step Schedule below shall be increased by 3.25%.

B. Effective January 1, 2010 base salaries for all covered employees will not increase in the Step Schedule below. There is no rate of increase for 2010.


C. Effective January 1, 2011 base salaries for all covered employees as reflected in the Step Schedule below shall be increased by 2.85% over the rates for 2009

D. Effective January 1, 2012 base salaries for all covered employees as reflected in the Step Schedule below shall be increased by 2.85%

For Employees Hired On or Before June 30, 2010

	2009	2010	2011	2012
Sergeant	\$108,104	\$108,104	\$111,185	\$114,354
Lieutenants	\$121,078	\$121,078	\$124,529	\$128,078
Captain	\$135,605	\$135,605	\$139,470	\$143,445

The TOWNSHIP agrees that retroactive wages shall be paid within thirty (30) days of the execution and ratification of this Agreement.

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SCHEDULE B


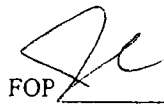
DEFINITIONS

Specification of conditions for 4-2 Work Chart

1. Work Day(s) as listed in the current employee agreement shall refer to the normally scheduled work day for an employee.
2. Calendar Year shall begin on January 1st at 0001 hours, through December 31st at 2400 hours.
3. Calendar Week shall mean any week from Sunday at 0001 hours through Saturday at 2400 hours.
4. Work Week shall refer to the normally scheduled work period as follows:
 - a) 42.5 Hour Schedule - the normal 7-day calendar week
 - b) 4-2 Schedule: same as Tour WeekTour Week shall be a group of six (6) days, comprised of four (4) days and two Regular Days Off, as depicted by the schedule posted by the Chief of Police.
5. Tour Day shall mean any eight and one-half (8.5) hour period than an employee is scheduled to work.
6. A 4-2 Schedule shall consist of four (4) tour days and two (2) regular days off in any given tour week. The specific order of occurrence shall be determined by the Chief of Police.
7. Posted Schedule is the work schedule as determined by the Chief of Police, in accordance with this employee Agreement, and posted at regular intervals throughout the calendar year.



8. Regular Day Off, or RDO, is the day on which any employee is not scheduled to report to work as depicted in the posted platoon and schedule charts.
9. Training Time Off, or TTO, is leave granted where the employee agrees in exchange for TTO to report on a regular day off (RDO) for training purposes only with no overtime paid for said training time.
10. Vacation or Leave Period shall be the periods of time an employee is given vacation or holiday time off.
11. Regular Pay Rate is an officer's base annual salary divided by 2080 hours.

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SCHEDULE C

Specification of Conditions for 4-3 Work Schedule

ARTICLE VIII

COMPENSATION FOR OVERTIME

SECTION 8.1

(a)3. 4-3 SCHEDULE B (4 ten-hour days of work followed by three (3) days off)

Thus, if an employee is required, directed or authorized to work for more than forty (40) hours in a calendar week, he/she shall be paid overtime for such excess time.

Any officer who works any regular day off (RDO), when no additional RDO is given in return, the tour worked shall be paid at the overtime rate.

(b) Overtime shall be defined as any work in excess of ten (10) consecutive hours or any work on a regular day off (RDO) as defined by the regular 4-3 sequence.

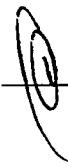
ARTICLE XV

VACATIONS - SHIFT SELECTION

SECTION 15.3

(b)1. 40 HOUR SCHEDULE AND 4-3 SCHEDULE

During the first round of vacation leave selection, employees can choose either two (2) distinct three-week periods, with one (1) three-week period during the designated summer months of each calendar year and one (1)



three-week period during the designated winter months of each calendar year, or take three (3) distinct vacation/leave periods of two (2) weeks off, of which one (1) two (2) week period would be during the designated summer months, of each calendar year, with the other two (2) two (2) week periods would be during the designated winter months during each calendar year. After the first selection round is completed, each employee, by seniority within his/her designated group pick, shall select his/her remaining vacation/holiday leave in any work week he/she chooses.

ARTICLE XXIII


TOURS OF DUTY

SECTION 23.1

(a).4 DETECTIVES WORKDAYS - 4-3 SCHEDULE

Employees shall be required and regularly scheduled to work forty (40) hours in any calendar week. Each work week shall consist of four (4) ten-hour work days.

Detectives will not be governed by the aforementioned reporting times due to work pressure or job assignment.

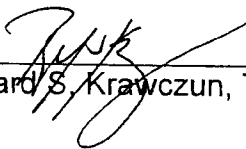
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at LAWRENCE TOWNSHIP, New Jersey on this 19th day of May, 2010.

ATTEST:

LAWRENCE TOWNSHIP, MERCER COUNTY

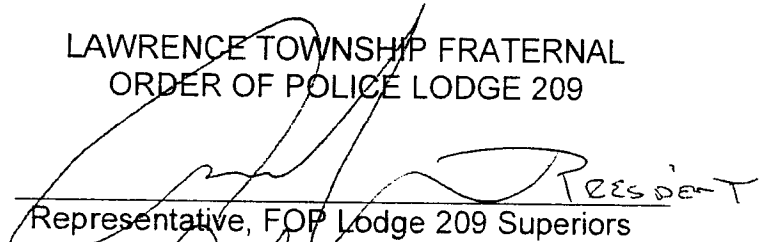
Carl Eggert


Richard S. Krawczun, TOWNSHIP Manager

ATTEST:

LAWRENCE TOWNSHIP FRATERNAL ORDER OF POLICE LODGE 209

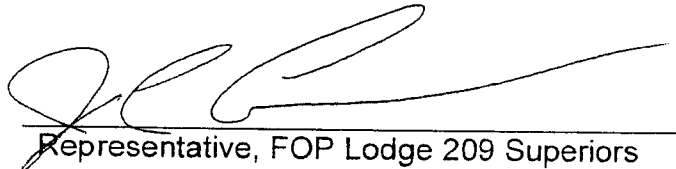
Carl Eggert


Representative, FOP Lodge 209 Superiors ^{RESIDENT}

Carl Eggert


Representative, FOP Lodge 209 Superiors

Carl Eggert


Representative, FOP Lodge 209 Superiors