

2623

**AGREEMENT**  
**BOROUGH OF PAULSBORO**  
**AND**  
**NEW JERSEY STATE POLICEMEN'S**  
**BENEVOLENT ASSOCIATION, Local No. 122**

**As of January 1, 1994**  
**Through**  
**December 31, 1996**  
**Inclusive**

**AGREEMENT BETWEEN THE BOROUGH OF  
PAULSBORO AND THE PAULSBORO POLICE OFFICERS  
ORGANIZATION FOR THE YEARS 1994, 1995 AND 1996**

WHEREAS, the Borough of Paulsboro (hereinafter referred to as the "Borough") and the Paulsboro Police Officers Organization (hereinafter referred to as the "P.P.O.O") having duly met and negotiated the terms and provisions of Agreement between them for the contract years 1994-1996 as hereinafter set forth:

WITNESSETH:

**ARTICLE 1. RECOGNITION**

**Section 1.**

The Borough hereby recognizes the P.P.O.O. as the sole and exclusive representative of all members of the Police Department which includes all Sergeants and Patrolmen, but excluding the Chief of Police and Lieutenant for the purpose of collective negotiations with respect to terms and conditions of employment.

**Section 2.**

During negotiations for renewal of the contract, or for the execution of a new contract, authorized representatives of the P.P.O.O. shall be excused from the normal duties for such period of negotiations provided that there shall be no more than three (3) authorized representatives so excused at any one time.

**Section 3.**

As a result of a majority vote of the P.P.O.O., the Police

Benevolent Association Local #122 will be the sole agent for contract negotiations.

**ARTICLE II. MAINTENANCE OF STANDARDS**

**Section 1.**

The Borough shall not discharge or discriminate in any way against any employee for P.P.O.O. activities or for P.P.O.O. memberships as long as this activity does not unreasonably disrupt normal operations of the Police Department.

**Section 2.**

The rights of both the Borough and the P.P.O.O. shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

**Section 3.**

The P.P.O.O. shall retain all civil rights as employees under New Jersey State and Federal Laws.

**Section 4.**

This Agreement shall not be changed or amended except by mutual agreement, reduced to writing and duly executed by the parties hereto.

**ARTICLE III. RETIREMENT**

**Section 1.**

The P.P.O.O. shall retain all pension rights as employees under New Jersey Statute and Borough Ordinance.

**Section 2.**

Employees retiring on either regular or disability pension

shall be paid for all accumulated holiday and vacation; said payments computed at the rate of pay based upon the base annual compensation due and owing during the last year of his employment prior to the effective date of his retirement.

Section 3.

An employee retiring from the Borough Police Department shall be entitled to be paid or given paid leave for sick leave accrued up to a maximum of 32% of 1200 hours (384) hours at the current rate of pay.

Section 4.

An employee intending to retire shall give sixty (60) days prior notice to the Chief of Police and Mayor and Council.

Section 5.

Borough shall continue to pay Blue Cross/Blue Shield premiums or the premiums for an equal health plan at the option of the employee for an employee retiring after 25 years or more service or retiring because of a disability. If the 20 and out pension is approved, benefits as stated will be paid by the Borough after 20 years.

**ARTICLE IV. LEAVE OF ABSENCE AND OTHER LEAVE**

Section 1. Military Leave.

Where any employee is a member of the National Guard Unit or any reserve unit of the Armed Forces of the United States and is required to engage in field training or to attend weekly drill meetings, he shall be granted a military leave of absence of the period of such training or meeting. Such paid leave of absence

shall not affect his vacation. The pay period following his return from such military leave of absence, the Borough will pay him an amount which when totaled with his military pay will equal his regular pay for such period of time as employee served on military leave.

### Section 2. Leave Because of Death

Time off necessary to arrange for and attend funeral services shall be granted to employees based upon the following schedule:

A. Spouse or Child - Up to a maximum of five (5) calendar days from death up to and including the day of the funeral, which shall constitute the final day of bereavement leave.

B. Employee's Father, Mother, Sister, Brother, Grandmother, Grandfather, Mother-in-Law, or Father-in-Law - Up to a maximum of three (3) calendar days from death up to and including the day of the funeral, which shall constitute the final day of bereavement leave.

C. Grandmother-in-Law or Grandfather-in-Law - One (1) calendar day, which can be taken at anytime from death up to the funeral.

Said pay shall be based upon the rate established by the annual salary as found in Schedule B.

### Section 3. Leave Without Pay.

The Borough, on the request of an employee and after reasonable notice, may grant a six month leave of absence without pay to said employee. Said request shall be in writing and shall be signed by the employee. No employee shall be required to take a leave of absence without the written consent of said employee.

No employee shall be permitted to take a leave of absence without the written consent of Mayor and Council. Such consent will be withheld for good cause and employee will be notified of such in writing.

Section 4. Sick Leave.

An employee shall be granted 120 hours of paid sick leave per year. Provided he does not use any sick time in the course of six (6) months that employee shall be paid a \$200.00 bonus. Probationary employees are not entitled to a bonus for sick time for any six (6) month period in which a portion may have been spent while on probation. The bonus periods shall be January 1 to June 30 and July 1 to December 31. Unused sick leave shall accumulate during each year to continuous service up to 2,080 hours.

Since all of the time in this Contract has been converted to hours, the following schedule shall be used to determine the accumulated sick time for all employees.

Prior to 1985	days x 8 hours
1985 - 1986	days x 12 hours
After 1986	120 hours/year

Section 5. Use of Sick Leave.

Sick leave may be used by any employee for personal illness. A physician's certificate will be required in the event that the employee's illness causes his absence for three (3) or more consecutive days. If an employee has had three (3) absences for illness during one calendar year, each succeeding absence for

illness shall require a physician's certificate in order for said employee to be compensated for that absence, and it shall be filed with the Chief. If an employee is ill on the work day prior to, day of, or day following a holiday, said employee must provide the Chief with a physician's certificate to receive his pay for said absence.

A physician's certificate will be required if an illness occurs on the last working day before a vacation day or if an illness occurs on the first scheduled work day after a scheduled vacation day.

Physician's certificates are to be specific as to the nature of the illness.

A physician shall be defined as an MD, DO, DDS, DMD, or PhD psychologist. Certificates will not be accepted from chiropractors.

## ARTICLE V. HOLIDAYS

### Section 1.

Every employee shall be compensated eight (8) hours pay for each of the thirteen (13) holidays, which equals 104 hours, (see Schedule "A") currently enumerated by Borough Resolution. He shall receive on or about the first day of December of each year one day's pay, which equals eight (8) hours for each day so designated, regardless of the fact that the day may have fallen on a scheduled day off. In addition, each employee who works on a designated holiday shall have his pay for that day calculated at time and a half. For example, an employee working a twelve hour day paid at

the regular salary rate of \$6.00 per hour shall receive an additional \$3.00 per hour times the twelve hours worked, or an additional \$36.00 for that designated holiday which he was required to work. The additional adjustment to the employee's pay shall be reflected in a subsequent paycheck as soon after the holiday as reasonably proper.

Section 2.

Each employee shall be entitled to 36 hours of emergency leave such as, but not limited to, emergencies, religious holidays and other such situations. The approval of emergency days is not dependent on shift staffing levels. The Chief of Police or acting Chief may, however, deny the use of an emergency day on any holiday listed in Schedule A if this request is deemed not to be a bonafide emergency irregardless of staffing levels. This decision is the sole discretion of the Chief.

Each employee shall also be entitled to 12 hours personal leave which is dependent on shift staffing.

Requests for both emergency and personal leave must be submitted to the Chief.

Probationary employees are not entitled to either emergency or personal days.

ARTICLE VI. WORK WEEK

The Borough shall not, without consultation with the P.P.O.O. and without giving 28 days' prior notice, effect any change in work week except in an emergency as determined by the Chief of Police,



the Mayor or the Borough Council. Work week is defined to mean that period of hours worked during the normal week, as well as shift work, so that the Borough would give notice if any change was intended as to hours, number of hours worked or designation of hours worked.

Administrative failure on behalf of the Borough due to negligence or inadvertence, in scheduling which results in an employee's change in work week shall result in four (4) additional hours of pay for said employee for the first day of the change in work week.

#### ARTICLE VII. GRIEVANCE PROCEDURE

The purpose of the Article is to settle all grievances between the Borough and members of the P.P.O.O. as quickly as possible so as to insure efficiency and promote employees' morale. A grievance is defined as any disagreement or dispute between the Borough and the P.P.O.O. involving the application, interpretation or alleged violation of the Agreement. Any grievance must be presented within ten (10) working days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

Step A. The appropriate P.P.O.O. representative, the aggrieved party and the Chief of the Department or its representative may reach a settlement of the dispute. If they fail to reach an agreement within five (5) days, the aggrieved party shall furnish a written statement of the grievance to the Chief on form provided by the Borough for automatic reference to Step B.

Step B. A grievance committee consisting of four (4) members designated by the P.P.O.O. and all members of the Public Safety Committee shall attempt to settle the dispute within ten (10) days. Then the dispute will automatically be referred to Step C.

Step C. One member of the grievance committee nominated by the P.P.O.O. and one member of the grievance committee serving on the Borough Council and assigned to sit on the grievance committee and a referee assigned by the State Public Employees Relations Commission shall decide the dispute at this level and the decision shall be final and binding.

#### ARTICLE VIII. EDUCATION

##### Section 1. Non-Police Academy Schools.

Employees of the Department enrolled at an accredited college or community college will receive the sum of One Hundred (\$100.00) Dollars upon the completion of each semester provided that three (3) or more credits have been earned during that semester toward a degree in Police Science or any police related field of study and upon presentation to the Borough of evidence that the employee has received a course credit of "C" or higher. However, no payment shall be made unless the employee shall give in writing to the Council the exact intent of the courses to be taken and the place of instruction by December 1 of the previous year to Council so they can adequately budget for these expenses. Any employee who attends said school shall be assigned a duty tour which will enable him to attend classes regularly and with as little interruption as possible provided that this can be done using the work schedule

currently in use at the time of the attendance of such school as determined by the Chief of the Department. This section shall be so construed as to indicate willingness on the part of the Borough and the Chief of the Department not to discourage continued education in the field of law enforcement and the specialized areas thereof. An employee must continue to serve on the force for two years after payment. If an employee voluntarily terminates his employment within two (2) years of the completion of a semester for which he has been paid, he shall reimburse the Borough for monies received for schooling during the preceding two (2) years, prior to termination.

Section 2. Police Academy and Technical Schools.

Any employee attending a Police Academy or any other Police Training Academy recognized by the New Jersey Police Training Commission, with the permission of the Chief of the Department, shall be compensated straight time pay to complete the course.

Section 3. Degree Compensation.

Any member who holds the Associate's degree in Police Science or any police related field of study shall be compensated at the rate of \$700.00 additional per year. Any member who holds the Bachelor's Degree in Police Science or any police related field of study shall be compensated at the rate of \$900.00 per year. For all employees hired after January 1, 1994, a police related field of study will be defined as a degree in police science, law or criminal justice. Payments made pursuant to this section shall be made on or about the first day of December of each calendar year.

Employees cannot claim both rates of compensation.

**ARTICLE IX. REIMBURSEMENT FOR EXPENSES**

**Section 1. Meals.**

Meals shall be paid for by the Borough when approved by the Chief in connection with an assignment. Reimbursement for meals shall include an additional payment of 10% of the amount presented for reimbursement as a tip.

**Section 2. Mileage.**

Mileage on a personal vehicle shall be reimbursed at the rate of \$0.23 per mile if the Department determines that such transportation or use of a personal vehicle is necessary and does not provide transportation or a Borough vehicle. Such mileage shall be computed from the Borough Police Headquarters and returning to same.

**Section 3. Legal Expenses.**

If any employee is charged with a violation of the law as a result of acts committed by him while on duty, the Borough shall reimburse the employee for the services of the attorney selected to represent him. The Borough will also have the right to instruct the Borough Solicitor to act as co-counsel with the attorney selected by the employee subject to any ethical limitation or conflicts of interest. The Borough will also have the right to receive notice of the projected cost of representation and to negotiate directly with the attorney selected by the employee as to the reasonableness of the legal expenses.

**Section 4. Reimbursement for K-9 Care.**

Any employee required during the course of his duty to care for a "K-9 dog at home shall be entitled to \$265.50 additional annual compensation, one-half of said compensation to be paid on or about May 1 and the balance thereof to be paid on or about December 1.

Section 5. Indemnification.

The Borough represents that it currently has One Million Dollars coverage for the indemnification of employees charged with acts committed while on duty. The Borough represents that it shall continue to maintain in force the insurance coverage presently carried and will not reduce said coverage in any way without first obtaining approval of the P.P.O.O.

Section 6. Reimbursement.

Reimbursement for all these Sections as provided in this Article will be made as soon after presentation of the expenses to the Borough as is reasonable to allow time that such reimbursement can be included in the subsequent pay period.

ARTICLE X. CLOTHING.

Section 1.

Each employee shall receive an allowance of \$770.00 for the maintenance of clothing and the allowance of \$115.00 for the purchase of shoes for the year 1994. In 1995, each employee shall receive an allowance of \$790.00 for the maintenance of clothing and \$120.00 for the purchase of shoes. In 1996, each employee shall receive an allowance of \$814.00 for the maintenance of clothing and \$124.00 for the purchase of shoes. Detectives shall receive an

additional \$472.50 clothing allowance.

Section 2.

For probationary officers, the Borough shall not be required to make a full and complete issue of clothing. During the probationary period, the probationary employee will receive those items of clothing which the Chief of Police deems adequate. However, those items of clothing issues shall be clean and serviceable.

At the conclusion of an officer's probationary period, said officer shall receive the balance of his initial issue of clothing which will bring his initial issue to the following: 5 shirts-summer, 5 shirts- winter, one pair of galoshes (or rubber overshoes), 5 pair pants, 2 pair shoes, 1 overcoat, 4 badges, a rain coat, 2 clip-on ties, 2 name plates, plus 3 sets of insignias of rank and office. For example, if while on probation an officer was given 3 pair of pants, he will be entitled to 2 additional pair of pants at the conclusion of his probationary period.

Probationary officers will not be entitled to the annual issue of four (4) items of clothing in any year in which a portion of which was spent while on probation.

Each permanent officer shall receive 4 additional items (shirts or pants at officers choice) per year.

Section 3.

The Borough shall purchase and issue 50 rounds of hydro-shok 9mm ammunition every six (6) months for each police officer for use in the line of duty or on the range.

Section 4.

Hardware items, such as handguns, holsters, belts and straps, handcuffs, night sticks, etc., shall be supplied by the Borough and replaced when and if presented by the employee for replacement.

Section 5.

Officers shall carry a double magazine pouch equipped with two magazines.

Section 6.

The Borough agrees not to change the basic uniform or any portion thereof currently utilized by employees without providing the necessary monies for the purchase of such new items in addition to the clothing allowance and clothing issue provided for by the Contract.

Section 7.

Clothing or equipment which is no longer serviceable shall be presented to the Borough for replacement as required.

ARTICLE XI. EQUIPMENT.

Employees shall be provided with proper equipment. The Borough agrees to confirm to all manufacturing dealing with warranty and maintenance requirements with regard to equipment except in emergency situations. The Borough also agrees that it will immediately attempt to effect repairs to police vehicles so as to prevent injury or loss of life due to faulty equipment.

ARTICLE XII. COURT TIME.

The Borough agrees that time spent in Court as a result of cases which arise out of police functions while in the line of duty shall be considered as working time and employees shall be paid

straight time for all time spent in Court as if they are working. The employee must present certification to verify time spent in Court such as stamped subpoena or a time slip signed by the Clerk of the Municipal Court.

**ARTICLE XIII. OVERTIME PAY.**

**Section 1. Rate of Pay.**

Overtime shall be paid to all employees at one and one-half times the established hourly rate.

**Section 2. Payment.**

When an employee has worked overtime, the information shall be supplied to the Payroll Clerk by the Chief of the Department according to established rules and within a reasonable time so as not to hold up payment for more than one pay period.

**Section 3. Payment for Meals.**

Any employee who works more than four (4) hours overtime after having completed his normal tour of duty shall be paid for one (1) meal, that payment to be \$6.30 if purchased at a restaurant, otherwise to be \$5.25.

**ARTICLE XIV. EXCHANGE OF HOURS OF DUTY.**

**Section 1.**

Exchange of hours of duty by an employee may be granted by the Chief of Police provided that such an exchange will not result in any employee who has engaged in such exchange working in excess of sixteen (16) hours in any 24 hour period. This shall not result in payment of overtime and it is not intended that overtime be paid solely because of the operation of this Article of the Contract.



**ARTICLE XV. SERVICE RECORDS.**

(A) Each employee shall be entitled to inspect his service records (personnel file) upon request between the hours of 9:00 a.m. and 4:00 p.m. each work day. The Borough agrees to notify in writing any employee when derogatory materials are placed in his service record.

(B) After an employee has been duly notified in writing of any derogatory material that has been placed in his service record, he shall have the right to file a request for grievance in accordance with the steps outlined in Article VII of this Contract, requesting this material be removed from his file. The employee requesting the grievance procedure shall set forth in detail the reasons that he believes the materials should be removed from the file.

(C) The final determination as to the grievance, whether by agreement or by decision as set forth in Steps A through C of Article VII shall be inserted in the employee's personnel file. Any records, documents or other material determined to be placed inappropriately in the employee's personnel file and placed in a separate permanent folder to be entitled "Expunged Records and Documents", which folder shall be maintained in the custody of the Chief of Police. A copy of the Final Determination shall be attached to each expunged record or document. The original of the Final Determination shall be placed in the employee's personnel file. No expunged document shall be used or considered for the purpose of any employee evaluation.

(D) With respect to any derogatory materials that have been placed in an employee's file prior to the signing of this Contract, each employee will have the right, within 30 days, to request the Chief of Police to remove those derogatory materials from his file. If the Chief of Police, in the exercise of his office, feels that any matter should be removed, it shall be stricken from the employee's file and shall not be considered a part thereof. If the Chief of Police elects not to remove any derogatory materials from an employee's file, he shall notify the employee, in writing, and within ten (10) days thereof the employee shall have the right to file a grievance to determine whether or not said derogatory materials should be stricken, in a similar procedure as set forth in Steps A through C of Article VII.

(E) Every employee who inspects his service records (personnel file) shall be required to duly note the date, time and place of the inspection by affixing his signature on the file with this information or upon such form as the Chief of Police may establish for this purpose.

#### **ARTICLE XVI. RETENTION OF BENEFITS.**

The Borough agrees that all benefits, terms and conditions of employment relating to the status of the P.P.O.O. not covered by this contract shall be maintained at not less than the highest standards in effect at the time of commencement of collective negotiations leading to the execution of this contract.

#### **ARTICLE XVII. VACATIONS.**

##### **Section 1. Earned Vacations**

All employees of the P.P.O.O. shall be entitled to vacations based upon the length of time employed as herein provided.

Section 2. Earned Vacations - Sergeants and Patrolman Only

Less than one year of service	8 hours per month worked
1 to 5 years of service	256 hours
5 to 10 years of service	288 hours
10 to 15 years of service	320 hours
15 to 20 years of service	344 hours
Over 20 years of service	384 hours

Included in earned vacations are the 36 hours emergency leave and 12 hours personal leave mentioned in Article V, Section 2.

Included in the aforementioned vacation days for Sergeants and Patrolmen is 104 hours which shall be accumulated by said Police Officers during the calendar year.

Section 3. Pay During Vacations.

ALL vacations shall be granted to established annual salary rates.

Section 4. Scheduling Vacations.

A. The following procedure shall be used to select vacations. The first 72 hours of vacation time will be posted by rotation with the senior most man scheduling 72 hours of vacation with the next senior man posting 72 hours of vacation and so forth. Once this rotation has been completed and all members have scheduled their first 72 hours of vacation time, the balance of the vacation time shall be scheduled with priority given by rank and time in rank.

All vacations must be posted by March 11.

B. The number of employees who may be on vacation at the same time shall be determined by the Chief of Police.

C. Vacation time must be taken in the year earned. When vacation time is deferred by the Borough for any reason other than the fact that such period has previously been granted in accordance with Section 1 of this Article, the employee shall be entitled to utilize such vacation at a later period in the same calendar year or to be paid for same.

Section 5. Designation of Vacation Time.

Any employee may designate, by a deadline of December 1, a maximum of forty (40) hours vacation toward the next year's vacation time or toward the next year's sick leave time. Only vacation time or sick leave time are eligible for such designation (an employee may not designate hours for future personal leave, etc.) and once an employee so designates future time, such designation must be adhered to under penalty of the loss of said forty (40) hours.

ARTICLE XVIII. SALARIES.

Section 1.

The Borough will pay each employee on each Friday a salary check to equal  $1/52$  of the employee's annual salary with the exception being those years containing 53 Fridays. In those instances, the Borough will pay each employee an each Friday a salary check equal to  $1/53$  of the employee's annual salary. For example, 1993 will be a year that the pay shall be calculated at

1/53. Said pay day for each employee shall be upon each and every Friday throughout the year with the only exceptions being holidays.

Payments for a period of vacation may be made on special request of the Payroll Clerk with the approval of the Chief of Police who will certify the date of vacation with the Payroll Clerk.

Section 2.

All members of the P.P.O.O. presently employed by the Borough shall be paid for the years 1994, 1995 and 1996 in accordance with the salary annexed hereto as Schedule "B".

All salary adjustments noted on Schedule "B" and other money benefits shall be effective, nunc pro tunc, January 1, 1994 and January 1, 1995 and January 1, 1996 respectively. Any employee hereafter hired by the Borough or not covered by Schedule "B" shall be paid in accordance with Section

Section 3.

Base salary for the purpose of this Contract shall be the highest salary that an employee is duly authorized to receive at the beginning of each calendar year. Salaries for the employees shall be paid in accordance with Schedule "B" attached.

Section 4. Longevity.

In recognition of the increased value of an employee to the Borough as he becomes experienced and the necessity to keep good experienced employees by providing adequate and attractive salaries, the Borough agrees that the following Longevity schedule shall be in effect for the employees:

	<u>1994</u>	<u>1995</u>	<u>1996</u>
Completion of 5 years of service	\$ 601.87	\$ 619.93	\$ 638.52
Completion of 7 years of service	782.43	805.90	830.08
Completion of 10 years of service	842.61	867.89	893.93
Completion of 15 years of service	962.99	991.88	1,021.63
Completion of 20 years of service	1,203.74	1,239.85	1,277.05

Longevity payments due each employee shall be paid by the Borough on each employee's anniversary date of employment with the Borough.

Section 5. Shift Differential.

For all hours worked between the hours of 7:00 p.m. to 7:00 a.m., an employee shall be entitled to a shift differential of \$1.06 per hour for each hour worked during the contract year 1994. For all hours worked between the hours of 7:00 p.m. to 7:00 a.m., an employee shall be entitled to a shift differential of \$1.09 per hour for each hour worked during the contract year 1995. For all hours worked between the hours of 7:00 p.m. to 7:00 a.m., an employee shall be entitled to a shift differential of \$1.12 per hour for each hour worked during the contract year 1996. All shift differential payments shall be calculated on a "regular pay basis" and shall be in addition to the employee's base salary as set forth in Section 3.

ARTICLE XIX. HEALTH AND INSURANCE BENEFITS.

Section 1.

The Borough shall continue to maintain and provide all insurance now in effect including the employee's dental plan.

Section 2.

A physical examination shall be required of each member of the Association at two-year intervals with the next physical year being

1995. Said physical examination shall be a general physical examination including such items but not limited to an EKG, a pulmonary function test, urine analysis, blood analysis and a chest x-ray, and the date for same shall be each employee's anniversary date of employment with the Borough. Said physical examination shall be by a physician of the employee's choosing with the Borough paying up to \$150.00 of this expense. The balance of any expense incurred in excess of \$150.00 shall be the responsibility of the individual employee. Each employee shall provide the Borough a copy of the results of the required physical.

**ARTICLE XX. CALL BACK.**

Any employee called into work on a regularly scheduled day off shall be paid a minimum of four (4) hours overtime and if such employees are required to spend an excess of four (4) hours, then they shall be paid on an hourly basis hereafter.

**ARTICLE XXI. PAYMENT FOR ACTING PROMOTION.**

If any employee is required to act in a higher ranking capacity for a period of one full working day, said employee shall receive pay commensurate with such position in which he acts for the one full working day and each succeeding full working day.

**ARTICLE XXII. SEVERABILITY.**

If any provision of this Agreement shall be held to be invalid by operation of the law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Civil Service, or if any compliance with or enforcement of any provisions should be restrained by such tribunal pending a

final determination as to its validity, such provision shall be in operation and deemed severed from the body of this Contract, but all other provisions shall not be affected thereby and shall continue to be in full force and effect.

**ARTICLE XXIII. TERM OF CONTRACT**

**Section 1.**

This Contract shall cover the period nunc pro tunc from January 1, 1994 to December 31, 1996 provided, however, that in the event a new agreement shall not have been negotiated effective as of January 1, 1997, this Contract shall continue to bind the parties until such time as a new Contract is signed.

**Section 2.**

This Contract shall not be changed or altered in any way during the term of the Contract without the written consent of the parties thereto.

**ARTICLE XXIV. FAIR PRACTICES.**

The P.P.O.O. and all the employees covered by this Contract herein agree to continue to admit to its membership all employees covered by the Contract without discrimination on the basis of race, creed, color, natural origin, sex, marital status, age or draft status.

**ARTICLE XXV. WORK CONTINUITY.**

The P.P.O.O. and all employees covered by this Contract agree that the life of this Contract there shall be no strike, slow-down, sick-out or other similar concerted action nor shall there be any individual action the purpose of which is to induce the employees



to engage in such prohibited activities. However, nothing contained herein shall be deemed to prohibit the P.P.O.O. or any employee from engaging in any guaranteed First Amendment Rights such as "Informational Picketing."

**ARTICLE XXVI. MANAGEMENT RIGHTS.**

It is the intention of the parties hereto that all rights, powers, prerogatives and authority which the said Borough now has or had prior to the signing of this Contract are retained by the Borough except for those which are specifically abridged or modified by this Contract. Such abridgement or modification shall be to the extent specifically set forth in this Agreement only as such abridgements or modifications are to be strictly construed. Any question involving the administration of "personnel policies" not specifically defined herein shall be delineated in the Personnel Ordinance and if not set forth therein, shall be administered in accordance with past practices in regard to the operation of the Police Department.

**ARTICLE XXVII. FULLY-BARGAINED PROVISIONS.**

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Contract represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

**SCHEDULE "A"**

In accordance with Article V, Section 1, the following thirteen (13) holidays are enumerated per Borough Ordinance:

New Years Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day - State of New Jersey

Veterans Day

Thanksgiving Day

Christmas Day

**SCHEDULE "B"**

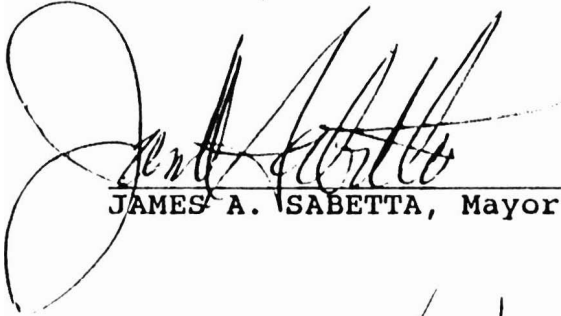
**1994 - 1996**

**PAULSBORO POLICE DEPARTMENT**

<b><u>RANK</u></b>	<b><u>1994</u></b>	<b><u>1995</u></b>	<b><u>1996</u></b>
<b>SERGEANT</b>	\$40,199.22	\$42,209.18	\$44,319.64
<b>PATROLMAN 1</b>	38,067.21	39,970.58	41,969.10
<b>PROBATIONARY PATROLMAN</b>	28,632.57	30,064.19	31,567.40

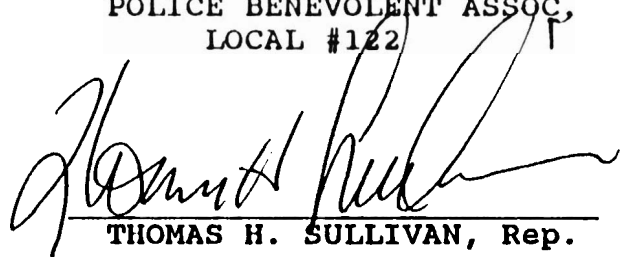
IN WITNESS WHEREOF, the parties hereto have executed this Contract this 5th day of September, 1994.

BOROUGH OF PAULSBORO

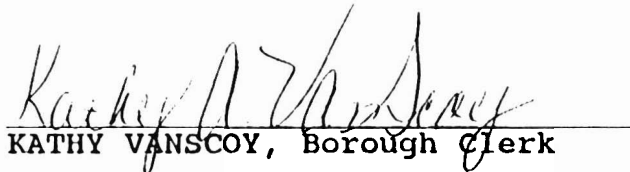


JAMES A. SABETTA, Mayor

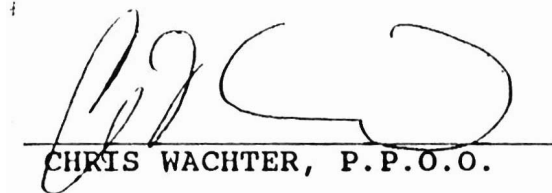
POLICE BENEVOLENT ASSOC,  
LOCAL #122



THOMAS H. SULLIVAN, Rep.



KATHY VANSCOY, Borough Clerk



CHRIS WACHTER, P.P.O.O.

WITNESS:



John S. Salvatore, Administrator