

Contract # 766

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**AGREEMENT**

**Between**

**TOWNSHIP OF WARREN  
SOMERSET COUNTY, NEW JERSEY**

**And**

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.  
WARREN TOWNSHIP LOCAL NO. 235**

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**EFFECTIVE: January 1, 1993 through December 31, 1994**

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Bivona, Cohen, Kunzman, Coley,  
Yospin, Bernstein & DiFrancesco  
Township Attorneys  
15 Mountain Boulevard  
Warren, NJ 07059  
(908) 757-7800

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Revised: 3/17/93  
Revised: 4/22/93  
Revised: 5/05/93

**PREAMBLE**

This general Agreement is made and entered on this 13th day of May, 1993 by and between the TOWNSHIP OF WARREN, a municipality in the County of Somerset, hereinafter referred to as the "Township" and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., WARREN TOWNSHIP LOCAL NO. 235, hereinafter referred to as the "Association", and represents the complete and final understanding on all negotiable issues by the Township and the Association.

**WHEREAS**, the Township has an obligation pursuant to N.J.S.A. 34:1-1, et seq., as amended, to negotiate with the PBA as the representative of Officers hereinafter designated with respect to the terms and conditions of employment; and

**WHEREAS**, the parties hereto have carried on collective negotiations for the purpose of developing and concluding a general contract covering wages, hours of work and other conditions of employment in order that more efficient and beneficial public service may be rendered;

**NOW, THEREFORE**, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Officers of the Township recognized as being represented by the Association, as follows:

## ARTICLE I

### RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Township hereby recognizes the Association as the sole and exclusive representative of all the Officers in the negotiating unit, consisting of all sworn regular, full-time Patrolmen, Sergeants, and Lieutenants who are members of the Police Department of the Township of Warren, New Jersey, now employed or hereafter employed, except the Chief of Police, for the purpose of collective negotiations.

Section 2. Both parties agree to renegotiate for the omission of Lieutenants from the PBA contract negotiations and to consider formation of two bargaining groups when the Police Department attains a level of twenty patrolmen.

Section 3. This Agreement shall be binding upon the parties and their successors.

## ARTICLE II

### PROCEDURE FOR COLLECTIVE NEGOTIATIONS

Section 1. Collective negotiations with respect to appropriately negotiable matters shall be conducted by the duly authorized representative of each of the parties.

Section 2. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Officers who may be designated by the Association to participate in collective negotiating meetings called for the purpose of the negotiation of a collective Agreement will be excused from their work assignments without

loss of regular straight time pay, provided, however, that not more than two (2) such Officers shall be so designated at any one time. A member of the negotiating team that is attending a negotiation session during an off duty period will not be compensated. All reasonable efforts will be made not to utilize on-duty police officers to bargain.

Section 4. Additional representatives of each party, not exceeding four (4), may participate in collective negotiating meetings if satisfactory to both the Association and the Township.

### ARTICLE III

#### DISCRIMINATION AND COERCION

The parties to this Agreement agree that there should be no discrimination, interference or coercion by the Township or the Association because of an Officer's membership or non-membership or activity or inactivity in the Association. Neither the Township nor the Association shall discriminate against any Officer because of race, creed, color, national origin, political affiliation or sex.

### ARTICLE IV

#### MANAGEMENT OF TOWNSHIP AFFAIRS

Section 1. The Township 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 without limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities and the activities of its officers;

2. To hire all Officers and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer Officers. Certain terms of promotion are set forth in Article XI hereof;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

Section 2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices in 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 Warren Township.

Section 3. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under Title 40 and 40A of the New Jersey Statutes or any other national, state, county or local laws or ordinances.

**ARTICLE V**

**VACATION PAY**

**Section 1.** The following vacation pay shall be deemed earned by all regular, full-time Police Officers for completed, uninterrupted years of service within the Warren Township Police Department as indicated:

<b><u>YEARS OF SERVICE</u></b>	<b><u>NUMBER OF DAYS</u></b>
0 to 1	8 work days
1 complete to 5	13 work days
5 complete to 10	17 work days
10 complete to 13	23 work days
13 complete to 16	24 work days
16 complete to 19	25 work days
19 complete to 22	26 work days
22 complete to retirement	27 work days

**Section 2.** The cut-off date for determining length of service for vacation purposes shall be July 1st of each year.

**Section 3.** New (first calendar year) Police Officers shall receive one (1) day vacation plus one (1) day of additional vacation for each two (2) months worked. The Officer's date of hire shall be rounded off to the nearest first of the month. (The 14th day of a month with 28 days will be rounded down and the 15th day of a 30 day month will be rounded down.)

**Section 4.** The vacation year shall coincide with the calendar year and vacations shall not be allowed to accumulate from year to year, but must be completed in each calendar year, except as provided in Article XV, Section 5.



**Section 5.** Vacations will be pro rated based upon length of service from January 1 to date of separation in calendar year when separation occurs for any Officer who leaves the employ of the Township Police Department. Any unearned vacation time taken shall be reimbursed to the Township from the Officer's final pay check.

**Section 6.**

A. Selection of vacation is based on rank and seniority.

B. All Police Officers may select their entire vacation allotment on their first selection.

C. All vacation selection will be chosen by April 15th with the exception of a maximum of five single days which each police officer may save but must select by September 15th.

D. Police Officers desiring vacation before April 15th may request same.

E. Any conflict of vacation choices will be resolved by the Chief of Police or his designee.

F. Listed below are the formulas which may be used for vacation selection.

(a) The Police Officer may take all vacation days consecutively.

(b) If an Officer is entitled to thirteen days, the Officer must use a minimum of four days consecutively, and may use the remaining days as single day selections. The Officer must select eight of the Officer's vacation days by April 15th.

(c) If an Officer is entitled to seventeen days, the Officer must use a minimum of eight days consecutively, or in two four-day blocks, and the Officer may use the remaining days as single day selections. The Officer must select all but five of the Officer's vacation days by April 15th.

(d) If an Officer is entitled to twenty-one or more vacation days, the Officer must use a minimum of twelve days consecutively, or in three four-day blocks, and may use the remaining days as single day vacations. The Officer must select all but five of the Officer's vacation days by April 15th.

G. The Officer shall list vacation requests on Official Correspondence and submit to the Chief of Police or his designee. If any part of the Officer's vacation request is denied, the Officer will be notified as soon as possible so that the Officer can make another selection.

## ARTICLE VI

### CLOTHING ALLOWANCE

Section 1. All full-time Police Officers covered by this Agreement shall be paid an annual clothing maintenance allowance in the total amount of \$975.00 for the year 1993 and \$1,025.00 for the year 1994, and said Officers shall provide for their own clothing and equipment (except guns and ammunition, which the Township shall continue to provide), and for maintenance of said clothing and equipment. All clothing and equipment shall conform to the current uniform policy of the Department. Should the

Township require a major change in uniforms, such that the existing uniforms are no longer usable, the Township will negotiate with the P.B.A. concerning a one-time adjustment in the allowance for purchase of the new uniform. All Police Officers covered by this Agreement shall be subject to inspections to insure compliance with the Departmental uniform policy and for any other purposes for which inspections may be held. Failure to comply with the Departmental uniform policy may result in disciplinary action against the offending Police Officer.

**Section 2.** The clothing maintenance allowance set forth above shall be payable to Police Officers covered by this Agreement in the first pay period after the budget is adopted.

**Section 3.** New Officers shall receive an initial uniform issue from the Township. New Officers shall not be paid a clothing allowance during the first twelve (12) months of service. A clothing allowance will be paid to the new Officer on a pro rated basis (date of hire rounded as set forth in Article V, Section 3) to the Officer for the number of months worked from date of hire to December 31st. The payment will be made the first of the month following the first anniversary of the Officer's hire. (By way of example: The officer is hired on April 15, 1991, the pro rated payment will be on May 1, 1992.)

**Section 4.** If the services of a Police Officer covered by this Agreement are terminated for any reason, the clothing maintenance allowance provided for herein shall be pro rated based upon his or her length of service from January 1 to his or her date of separation of the calendar year in which his or her

separation occurs. If a Police Officer receives more than his or her pro rata entitlement of clothing maintenance allowance during the calendar year of separation, the Township may deduct the unearned portion of said allowance from his final pay check. Upon termination of the services of a Police Officer covered by this agreement, all issued clothing and equipment will be returned to the Township of Warren Police Department.

**ARTICLE VII**

**WAGES**

The parties recognize the need for continued high quality service to the community, and the parties agree to cooperate with each other to provide this service. The PBA and each Police Officer will maintain and, wherever reasonably possible, increase their level of productivity and thereby continue to improve services to the community; and the Township agrees to cooperate with the Association to accomplish this objective. In recognition of this pledge of continued high service and improved productivity, the Township agrees to improve the salaries for all Officers covered by this Agreement. Accordingly, the annual basic wage for Officers currently employed by the Township for each of the classifications shown for the period designated shall be as follows:

<b><u>RANK</u></b>	<b><u>1992 SALARIES</u></b>	<b><u>EFFECTIVE 1/1/93</u></b>	<b><u>EFFECTIVE 1/1/94</u></b>
LT. 1ST GRADE	\$53,646.28	\$56,865.06	\$60,276.96
LT. 2ND GRADE	\$50,555.26	\$53,588.58	\$56,803.89
SGT. 1ST GRADE	\$47,458.62	\$50,306.14	\$53,324.51

SGT. 2ND GRADE	\$44,364.22	\$47,026.07	\$49,847.64
PTLM. 1ST GRADE	\$41,456.35	\$43,943.73	\$46,580.35
PTLM. 2ND GRADE	\$38,528.24	\$40,839.93	\$43,290.33
PTLM. 3RD GRADE	\$35,603.51	\$37,739.72	\$40,004.10
PTLM. 4TH GRADE	\$32,673.16	\$34,633.55	\$36,711.56
PTLM. 5TH GRADE	\$29,754.05	\$31,539.29	\$33,431.65
PTLM. 6TH GRADE	\$26,827.07	\$28,436.69	\$30,142.90
TRAINEE*	\$20,000.00	\$21,200.00	\$22,472.00

\* FROM DAY OF APPOINTMENT UNTIL ACADEMY GRADUATION

**ARTICLE VIII**

**LONGEVITY**

**Section 1.** All full-time, regular Police Officers of the Warren Township Police Department hired on or prior to January 15, 1993 are entitled to a two (2%) percent increase in base salary for every completed, uninterrupted four (4) years of Police service in Warren Township, with a maximum longevity increase of ten (10%) percent which is arrived at after completion of twenty (20) years of Police service. Those full-time, regular Police Officers of the Warren Township Police Department hired after January 15, 1993 shall not be entitled to the above longevity benefit. The deletion of the longevity benefit for Police Officers hired after January 15, 1993 was the result of the Township paying a premium to the Association relative to the matters negotiated relative to the within contract; the said premium being the consideration for the aforesaid deletion.

**Section 2.** "Base Salary" is hereby defined as the regular, straight time salary paid for the particular rank and class of Police Officer as reflected in the appropriate schedule of the Warren Township Salary Ordinance, excluding overtime and any fringe benefits.

**ARTICLE IX**

**WORKING TIME AND ATTENDANCE ON JOB**

Police Officers shall work in accordance with the schedule established by the Chief of Police. Unless a Department or certain positions within a Department are regularly assigned a greater number of hours per week, the total hours of work for full time Police Officers shall be forty (40) hours of work per week. During an emergency, the Officer in charge may vary the work hours as necessity dictates.

Police Officers are entitled to a break of one-half (1/2) hour per day for each eight (8) hour normal work day, which shall be considered the lunch break, so long as one Officer remains on patrol during said break.

**ARTICLE X**

**PROBATIONARY PERIOD**

Each Police Officer shall be required to complete one (1) year of probationary service from the time the Officer graduates a police academy before receiving a permanent appointment. The said probationary period may be extended for up to an additional three (3) months by the Township Committee upon the recommendation of the Chief of Police. Each new Police Officer shall be required to satisfactorily complete a basic police

(3) 60 college credits which are needed to acquire a degree.

(c) **Captain's Rank**

(1) One year service in Lieutenant rank in the Township.

(2) Satisfactory completion of written and oral examination and evaluation.

(3) 60 college credits which are needed to acquire a degree.

**Section 4.** Whenever a vacancy exists or a new position is created, such new position shall be posted on the official bulletin board. Police Officers shall receive 90 days' notice of the date of any promotional written or oral examination. At the same time as such notice is posted, Officers shall be notified of the weight that shall be given to each respective part of the test, the type of test, by whom the test shall be administered and, if possible, study references. The Township Committee, prior to determining the weights to be assigned to the respective parts of the said examination, will consult with PBA representatives. The ultimate weight to be assigned shall be at the Township Committee's discretion.

All Officers who believe they possess the necessary qualifications may apply for the promotional process. Such applications should be by letter, addressed to the Township Administrator, and filed before the deadline specified.

ARTICLE XII

RECALL

Any Officer who is called back to work after having completed his or her regularly scheduled shift shall be compensated at the rate of time and one-half (1-1/2) the straight time hourly rate of pay with a minimum guarantee of three (3) hours work or pay in lieu thereof. This provision shall not be applicable when an Officer is called in before the Officer's shift and the Officer stays on duty through the Officer's shift.

ARTICLE XIII

OVERTIME

Section 1. All work in excess of the regularly scheduled daily hours shall be considered overtime, and shall be compensated at the rate of time and one-half (1-1/2) the straight time hourly rate. Payment of overtime shall continue to be made during the current and next succeeding pay periods as it is earned. Compensatory time off, in lieu of cash payment for overtime, may be given to Police Officers throughout each contract year, provided that not more than thirty-two (32) hours of compensatory overtime is accumulated at any one time by an Officer. Officers shall be allowed to accumulate not more than twenty-four (24) hours of compensatory time generated from the patrol function within each calendar year. The granting of compensatory time off shall not create additional overtime, and shall be scheduled by the Chief consistent with the needs and efficient operation of the Department.



Section 2. The Chief may, at his discretion, call up to a maximum of two (2) departmental meetings per year and all Officers are required to attend such meetings, unless excused by the Chief. Those officers not on duty shall be compensated for attending such meetings.

Section 3. Effective on the date this contract is signed, compensation for outside work performed by Police Officers shall be at the rate of \$25.00 per hour. Such outside work is not considered as work for and in behalf of the Township and no additional compensation, such as premium pay or compensatory time shall be paid for such work above the hourly rates hereinabove set forth, nor shall such outside work be used as a basis to claim overtime compensation for regular Township work. The Township of Warren will have the right to add \$3.00 per hour to the above hourly rates to cover its administrative charges. Payments for said outside work will be made to the Police Officer performing the same upon payment to the Township by the outside work employer for the work performed.

#### ARTICLE XIV

##### COURT TIME

Section 1. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Officer covered under this Agreement shall be required to attend a Municipal Court, Superior Court, Grand Jury proceeding, or other courts or administrative bodies, pursuant to his or her duties as a Police Officer.

**Section 2.** All such required court time shall be considered as overtime and shall be compensated at the time and one-half (1-1/2) hourly rate as paid overtime compensation.

**Section 3.** If an Officer is required to appear in court pursuant to Section 1 of this Article, he or she shall be guaranteed three (3) hours of overtime pay. The Chief of Police or his designee can require the Officer being paid the three (3) hours of overtime to remain as court officer for up to three (3) hours.

#### **ARTICLE XV**

##### **SICK/INJURY LEAVE**

**Section 1.** Full-time Police Officers shall receive sick/injury leave on the following basis:

A. Full-time Police Officers shall be entitled to unlimited sick/injury leave time up to a period of one (1) year, to be granted by the Township Committee, for cause, when needed, in three (3) month periods.

B. A doctor's certificate shall be required if the Officer is absent for three (3) consecutive days.

**Section 2.** In order to reduce the amount of working time lost due to sick leave, the Township will continue its "sick leave bonus plan" which shall consist of the following benefits:

A. If a Police Officer covered by this Agreement loses no time from work due to sickness for four (4) consecutive months, he or she shall receive one (1) day off at his or her regular straight time rate, to be taken within the next four (4)

consecutive months. Any time taken pursuant to the sick leave bonus plan will not cause an overtime situation within the Police Department.

B. The Township reserves the right to modify or eliminate this "sick leave bonus plan" unilaterally, and the exercise of this unilateral right to modify or terminate the "sick leave bonus plan" shall not constitute a re-opening of this Agreement, nor shall it require the Township to negotiate or reach Agreement with the Association concerning exercise of this unilateral right of modification or termination.

Section 3. The Township reserves the right to have any Officer reported or reporting as sick to be examined by a physician designated by the Township. The Township will pay for the examination and all related expenses if it requires an Officer to submit to this examination.

If an Officer uses ten (10) days sick leave in any calendar year, the Chief may require the Officer to produce a doctor's certificate for any additional sick leave in the same year.

The Township may require any Officer who has been off duty for a continuous period longer than ten (10) working days to furnish the Township with a physician's statement that the Officer is physically fit and able to resume his or her duties, and the Township shall also have the right to have such Officer examined by a physician of its own choice to determine whether or not such Officer is able to resume his or her duties and employment.

**Section 4.** While on sick/injury leave, a Police Officer shall not accumulate sick bonus days.

**Section 5.** If a Police Officer is injured on the job in either November or December and due to that injury the Police Officer is unable to use all vacation days to which he or she is entitled, that Officer may carry into the following year up to five (5) such vacation days. The said days must be used before February 28 of the following year and the scheduling of the same shall be subject to the approval of the Chief or his designee.

**Section 6.** Any and all temporary workers compensation payments and/or disability payments provided through Township funded insurance paid to a Police Officer while the Officer is on sick/injury leave shall be turned over to the Township.

#### **XVI SHIFT CHANGES**

There shall be a minimum duty free period of eight (8) hours between shifts except in extreme emergency.

#### **ARTICLE XVII**

##### **WORK IN HIGHER RANK**

When a patrol Officer is in charge for half a shift or more when a supervisor is not available (working), he or she shall receive additional compensation equal to one hour's pay at his or her overtime rate. For the Officer to earn the extra pay referred to herein, the Officer must complete the assignment to the satisfaction of the Chief of Police or his designee.

## ARTICLE XVIII

### INSURANCE

Section 1. The Township shall provide insurance coverage to Officers included under this Agreement, protecting them from criminal and civil suits arising out of the performance of their duties.

Section 2. The existing dental insurance, including dependent coverage on a contributory basis, will be continued. The said coverage will be equal to the coverage supplied to other Township employees. The Officers utilizing single coverage will be responsible for fifty percent of the additional cost of said coverage in the event that the premium for the same is greater than the premium paid by the Township for dental coverage for employees other than Police Officers and the Township will be responsible for the other fifty (50%) percent. Relative to dependent coverage, the Officer utilizing dependent coverage, in addition to the above single coverage adjustment, will be responsible for fifty (50%) percent of the dependent portion of the premium and the Township will be responsible for the other fifty (50%) percent. By way of example: single coverage for Township employees other than Police Officers is \$18.00/month; single coverage for Police Officers is \$20.00/month - the Officer utilizing single coverage will pay one-half (1/2) of the excess charge of \$2.00/month or \$1.00/month, the Township paying the other \$1.00/month. If an Officer adds dependent coverage to the

Officer's single coverage and the cost of that dependent coverage is \$20.00/month, then the Officer will pay \$1.00/month (single) plus \$10.00/month (dependent) for a total of \$11.00/month.

**Section 3.** Blue Cross, Blue Shield, Major Medical, Rider J coverage (or the coverages offered through the State Benefits Plan) for all Officers is part of this contract.

**Section 4.** The Township shall have the right to select any carrier to provide the insurance coverages set forth herein. If a change in carrier is made, there will be no material discernible or measurable changes that will result in diminished benefit levels from the traditional State Health Benefits Plan presently provided by the Township. The Township will not make any change in the carrier providing medical insurance coverages in 1993.

#### **ARTICLE XIX**

##### **BINDING ARBITRATION**

Should the parties be unable to agree on an acceptable Agreement at the termination of this one, the disputed issues shall be submitted to binding arbitration, pursuant to the Laws of the State of New Jersey. All disputed issues shall be presented to the Public Employment Relations Commission for the selection of an arbitrator, whose decision shall be final and binding on all the parties. The filing fee, fees and expenses of the arbitrator shall be borne equally by the parties.

ARTICLE XX

ASSOCIATION DELEGATE

The Township agrees to grant a complete day off without loss of pay to one (1) member of the negotiating unit selected by the membership as delegate to attend the regular monthly meeting of the State P.B.A. The Township also agrees to grant complete time off for the delegate and one (1) alternate member to attend the regular State Convention.

ARTICLE XXI

GRIEVANCE PROCEDURE/DISCIPLINARY ACTION

REPRESENTATION/PERSONNEL FILE

The Township Committee shall recognize and deal with the Officers and members of the Police Department for the adjustment of any grievances which may arise in accordance with the following procedure:

The term "grievance", as used herein, means any controversy, difference or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual of the Association.

STEP 1 - The grievance shall be presented by the Officer, in writing, to the immediate supervisor. After a full disclosure of the facts, the supervisor must make every effort to reach a satisfactory settlement to the aggrieved Officer.

STEP 2 - If the supervisor cannot make an immediate settlement, the aggrieved Officer shall resume regular duties and the grievance and decision shall be forwarded to the next higher superior officer of the unit to which the Officer is attached. This superior officer shall give his reply in writing.

STEP 3 - If the settlement is not satisfactory, then the grievance shall be forwarded through the chain of command to the Chief of Police for his attempt at a satisfactory settlement or adjustment.

STEP 4 - If the grievance is still unresolved, then the grievance shall be referred to the Township Committee.

Any member must be informed that an entry is being placed in his or her personnel file. Upon this notification, said member can review the entry and shall be given the opportunity to respond to that entry in writing. Said response is to be attached to the entry and is to become a part of his or her personnel file.

At the Officer's request, the Officer shall be entitled to have another Warren P.B.A. member present with the Officer during a disciplinary hearing. The hearing shall not be unreasonably delayed as a result of the inability of the P.B.A. member being available for attendance. The attending P.B.A. member shall be of a rank equal to or lower than the Officer for whom the hearing is being held.



**ARTICLE XXII**

**RULES AND REGULATIONS**

**Section 1.** The rules and regulations presently in effect with respect to the operation of the Police Department and the maintenance of discipline shall be maintained unless modified.

**Section 2.** The Township may establish and enforce new rules and regulations or modify existing rules and regulations, provided same do not conflict with the terms of this Agreement.

**ARTICLE XXIII**

**HOLIDAYS**

**Section 1.** Police Officers covered by this Agreement shall be entitled to fourteen (14) holidays per year. Following are the fourteen recognized holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Officer's Birthday

**Section 2.** The payment of unused holidays shall be made in a separate check and not incorporated into the Officer's normal work check, payable in the first pay period in December. Police Officers who work on a holiday shall receive their regular shift duty pay.

If the services of a Police Officer are terminated for any reason, he or she shall be entitled to payment for those holidays which have occurred between January 1 and the date of his or her

separation during the calendar year in which his or her separation from service with the Township Police Department took place.

Section 3. Holidays may be taken throughout the year at the Officer's discretion with the approval of the Chief of Police. Any day so taken will be deducted from the Officer's entitlement to holiday pay in December.

#### ARTICLE XXIV

##### MEDICAL EXAMINATION

The Chief of Police shall schedule medical examinations for all Police Officers annually and said examination shall include an EKG for each Officer once he or she reaches age 40. All medical examinations shall be performed on the Officer's off-duty time.

#### ARTICLE XXV

##### TUITION REIMBURSEMENT

The Township agrees to reimburse all Police Officers covered by this Agreement for the cost of tuition for any college course taken which relates to Police duties as follows: 75% where the Officer attains a grade of A or B, 50% where the Officer attains a grade of C or a "pass" grade in a "pass/fail" graded course. There will be no reimbursement for a grade below C or a "fail" grade in a "pass/fail" graded course. If a Police Officer leaves the employ of the Township Police Department within six months after receiving the tuition reimbursement, he or she shall refund said tuition payment to the Township which may be deducted from his or her final paycheck.

**ARTICLE XXVI**

**BEREAVEMENT LEAVE**

All Officers covered by this Agreement shall be entitled to leave without loss of pay for all time lost from work from the date of death to and including the day of burial up to a maximum of five (5) days when a death occurs in the immediate family of the Officer and three (3) days to attend the funeral of grandparent, grandchild, brother-in-law, sister-in-law, aunts and uncles, if needed. The term "immediate family" is defined to mean husband, wife, child, parent, brother, sister, mother-in-law or father-in-law of a full-time officer covered hereunder, it being understood and agreed that bereavement pay shall only be paid once for death of mother-in-law and once for death of father-in-law. In special circumstances, the Chief shall have the discretion to extend such leave. The term "brother-in-law" shall include only: the brother of one's spouse, the husband of one's sister, the husband of one's spouse's sister. The term "sister-in-law" shall include only: the sister of one's spouse, the wife of one's brother and the wife of one's spouse's brother.

**ARTICLE XXVII**

**MILITARY MEMBERSHIP**

Any Officer who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the armed forces of the United States and is required to engage in field training, shall be granted a military leave of absence with

differential for the period of such training as is authorized by law. This leave of absence shall be in addition to his or her vacation.

#### ARTICLE XXVIII

#### POLICE AND FIREMEN'S RETIREMENT SYSTEM

All eligible full-time Police Officers shall be enrolled in the Police and Firemen's Retirement System.

#### ARTICLE XXIX

#### RETIREMENT AND DISABILITY BENEFITS

##### Section 1. Contingent Retirement and Disability Benefit:

A. Retirees: A retirement benefit, as set forth hereinafter, will be extended to Officers who have served as a Police Officer in New Jersey for at least 25 years with at least 20 years of that service being in Warren Township. A Police Officer possessing the service set forth above shall be deemed a "Qualified Officer" as designated in this Article.

B. Disability: A disability benefit, as set forth hereinafter, will be extended to Officers who have served as Police Officers in Warren Township for at least five (5) years and who are disabled as a result of a work-related incident as defined under the New Jersey Workmen's Compensation Statute and who are also qualified to collect a pension disability under the requirements of the Police and Firemen's Retirement System. A Police Officer possessing the service and disability set forth above shall be deemed a "Qualified Officer" as designated in this Article.

C. The Township will pay \$2,400.00 per year to those who qualify for the same hereunder during the year 1993 and \$3,150.00 per year for those who qualify hereunder during the year 1994. These payments may be utilized by the Officer as he or she deems appropriate.

D. Termination of above benefit: The Township has provided the benefits set forth in the within section contingent upon the following:

(a) A Qualified Officer, who, during retirement or disability, accepts a position of employment for which he or she is eligible for medical benefits, must elect the medical benefits from that employer and the retirement benefit hereunder will lapse. If a Qualified Officer, whose retirement benefit has lapsed as set forth above, is no longer provided medical insurance by a subsequent employer (the same not being available through the employer), the Township will again pay a retirement benefit to the Qualified Officer of \$2,400.00 per year if he or she retired or became disabled (qualified hereunder) or continued to be disabled during the year 1993 and \$3,150.00 per year if he or she retired or became disabled (qualified hereunder) or continued to be disabled during the year 1994.

(b) A Qualified Officer who, during retirement or disability accepts another position of employment for which he or she is eligible for medical benefits, must elect the benefits from that employer and the benefits provided hereunder shall lapse. If a Qualified Officer, whose retirement benefit has lapsed as set forth above, is no longer provided medical

insurance through his medical coverages, the Township will again pay a retirement benefit to the Qualified Officer of \$2,400.00 per year if he or she retired or became disabled (qualified hereunder) or continued to be disabled during the year 1993 and \$3,150.00 per year if he or she retired or became disabled (qualified hereunder) or continued to be disabled during the year 1994.

(c) If health benefits are provided to retired or disabled Police Officers in the future by State Law, this section 1 (Article XXIX) will lapse and be of no effect provided the State offered medical coverage is equal to or better than the retirement benefit set forth herein.

(d) Upon the death of a Qualified Officer, the Township will pay \$2,400.00 per year if the Qualified Officer retired or became disabled (qualified hereunder) or continued to be disabled during 1993 and \$3,150.00 per year if the Qualified Officer retired or became disabled (qualified hereunder) or continued to be disabled during 1994 annually to the Qualified Officer's spouse and/or qualifying dependents. In the event the spouse remarries, this retirement benefit will lapse. In the event the Qualified Officer's dependents are no longer eligible for coverage under the Qualified Officer's medical coverage, this retirement benefit will lapse as to them. In the event a Qualified Officer's spouse and qualifying dependents can be covered by the spouse's or another's medical coverages, this benefit will lapse.

Section 2. Retirement Leave: Immediately prior to the effective date of the retirement of a regular Police Officer (who has served as a Police Officer in New Jersey for at least twenty-five (25) years with at least twenty (20) years in Warren Township), that Officer will be granted a two (2) calendar month paid leave.

ARTICLE XXX

MILEAGE ALLOWANCE

If a Police Officer uses his or her own vehicle for transportation on official assignments, he or she shall be entitled to receive a mileage allowance of twenty-one (\$ .21) cents per mile, computed to and from Warren Township Police Headquarters.

ARTICLE XXXI

EVALUATIONS

All Officers will be evaluated in accordance with existing procedures once in every six (6) month period. The said evaluations must be at least six (6) months apart.

ARTICLE XXXII

MISCELLANEOUS

Section 1. Copies of this Agreement shall be supplied to all Police Officers.

Section 2. If there is any conflict between the terms of this Agreement and any ordinance, the terms of this Agreement shall prevail.

Section 3. This Agreement shall not be modified in whole or in part by the parties except by an agreement, in writing, duly executed by both parties.

ARTICLE XXXIII

SAVINGS CLAUSE

It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstances shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE XXXIV

TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 1993 and shall remain in full force and effect through December 31, 1994 and thereafter from year to year until terminated; except if either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, it must notify the other party, in writing, no sooner than one hundred twenty (120), nor less than ninety (90) days prior to such expiration date.

Section 2. This Agreement 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. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of



the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 13th day of May, 1993.

ATTEST:

TOWNSHIP OF WARREN  
SOMERSET COUNTY, NEW JERSEY

Doris Lortie  
Doris Lortie, Township Clerk

BY: Frank Salvato  
Frank Salvato, Mayor

ATTEST:

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC.  
WARREN TOWNSHIP LOCAL NO. 235

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BY: William J. [Signature]

BY: [Signature]

BY: James R. Miller