



PREAMBLE

This agreement entered into this 9th day of April, 1991, by and between the BOROUGH OF HADDONFIELD, in the County of Camden, a Municipal Corporation of the State of New Jersey, Hereinafter called the "Borough", and PBA Local 294, hereinafter called the PBA.

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ARTICLE I  
RECOGNITION

Pursuant to a Resolution adopted by Borough Commissioners of the Borough of Haddonfield at a regular meeting on October 13, 1981, PBA Local 294 is hereby recognized as exclusive representative for the purpose of collective negotiations of an employees unit limited to Police Officers, Police Sergeants, Police Lieutenants and Special Officers, including Meter Personnel, Dispatchers, Administrative Assistant and Police Clerks but excluding reserve or auxiliary officers employed in the Police Department of the Borough of Haddonfield, and excluding all other Borough employees whatsoever.

ARTICLE II  
DURATION OF AGREEMENT

This agreement shall become effective as of the first day of January, 1990, and shall remain in effect until the thirty-first (31st) of December, 1992. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify or terminate this agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This agreement shall remain in force and be effective during the period of negotiations and until the next anniversary date following notice to modify or terminate.

Any changes, modifications or amendments of any part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this agreement shall continue in full force and effect. Notice to modify a portion of this agreement will affect only a modification or termination of that portion of the agreement indicated in the notice to modify. A notice to terminate the agreement will affect the entire agreement..

ARTICLE III  
MANAGEMENT RIGHTS

1. The Borough, in conformance with law, 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:

- a. The executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;
- b. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer, within the Police Department employees, and to make and modify work rules in connection therewith;
- c. To suspend, demote, discharge or take other disciplinary action for good and just cause (except in the case of probationary employees as defined by NJSA 52:178B-69, discharge does not need just cause.

2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement 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 expressed terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and the Ordinances of the Borough of Haddonfield.

3. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE IV

No person shall be discriminated against because of their political or religious opinion or affiliations, nor because of their sex, race, ancestry or national origin.

ARTICLE V  
WORK SCHEDULE

1. The work week for all members shall begin Sunday morning at midnight and cover seven (7) consecutive twenty-four (24) hour periods.

2. Patrol personnel will work a twelve (12) hour shift as follows:

- a. The rotation of shifts will consist of day work from 7:00 a.m. to 7:00 p.m. and night work from 7:00 p.m. to 7:00 a.m.
- b. Each shift will equally share a rotation starting with two (2) days of day work on a Monday and Tuesday, followed by two (2) consecutive days off, followed by three (3) consecutive days, followed by two (2) consecutive days off, followed by two (2) consecutive days, followed by three (3) consecutive days off, followed by two (2) consecutive nights of night work, followed by two (2) consecutive days off, followed by three (3) consecutive nights, followed by two (2) consecutive days off, followed by two (2) consecutive nights, followed by three (3) consecutive days off.

Summarized as follows: 2 days, 2 off, 3 days, 2 off, 2 days, 3 off, 2 nights, 2 off, 3 nights, 2 off, 2 nights, 3 off.

- c. Patrol Sergeants and Patrol Officers shall be paid on a weekly basis for all hours worked based on the above schedule. The average number of hours worked on a weekly basis will be 42 hours over a 28 day period. Time off equal to 8 hours for every 28 day period will be provided to reduce the average work week to 40 hours, as part of the provisions for Holidays. †
- d. Dispatchers shall be paid on an hourly basis (rather than a weekly basis) based on the actual number of hours worked in the work week. Their hourly rate will be their weekly rate divided by 40 hours. The work schedule for dispatchers will not be changed solely for the purpose of avoiding overtime payment requirements of the Fair Labor Standards Act.

3. Detectives shall work Monday through Friday from 8:00 a.m. to 4:00 p.m. or 12:00 noon to 8:00 p.m. or as temporarily assigned by the Chief of Police, followed by a period of two (2) consecutive days off. The parties involved have the right to decline the temporarily assigned shift.

4. Meter personnel, Police Clerks and Administrative Assistant shall work Monday through Friday from 8:00 a.m. to 4:00 p.m. or from 9:00 a.m. to 5:00 p.m. or as temporarily assigned by the Chief of Police, followed by a period of two (2) consecutive days off. However, the parties involved have the right to decline the temporarily assigned shift.

5. Lieutenants shall work Monday through Friday from 8:00 a.m. to 4:00 p.m., followed by a period of two (2) days off. The following Monday through Friday shall be worked from 3:00 p.m. to 11:00 p.m. or as temporarily assigned by the Chief of Police, followed by a period of two (2) days off. The rotation will then revolve back to the day shift. However, the parties involved have the right to decline the temporarily assigned shift.

6. Traffic Officer shall work two weeks Monday through Friday from 7:00 a.m. to 3:00 p.m. followed by a period of two (2) days off. The following two week period Monday through Friday shall be worked from 3:00 p.m. to 11:00 p.m. or as temporarily assigned by the Chief of Police, followed by a period of two (2) days off. The rotation will then revolve back to the day shift. However, the parties involved have the right to decline the temporarily assigned shift.

7. Members are required to report to work prior to the scheduled shift time as follows:

- |                     |             |
|---------------------|-------------|
| a) Sergeants        | -20 Minutes |
| b) Patrol Officers  | -15 Minutes |
| c) Traffic Officers | -15 Minutes |
| d) Dispatchers      | -15 Minutes |

8. A member will not be changed from one platoon to another platoon without reasonable notice.

9. When a Traffic Officer is assigned to a Platoon to cover a shift, he will adhere to all of the regulations that apply to a Patrol Officer.

10. Effective 1/1/91, civilian members (Dispatchers, Meter Personnel, Administrative Assistants and Police Clerks) who work during the 7:00 p.m. to 7:00 a.m. shift will be paid an additional five (5%) percent of their hourly rate of pay for every hour worked during this time.

*{ a. code number there  
b. Retro pay  
1. physically have to work this.*



ARTICLE VI  
SALARIES

A. The following weekly base salaries shall be effective as stated:

<u>POSITION</u>	<u>1/1/90</u>	<u>1/1/91</u>	<u>1/1/92</u>
Lieutenant	747.60	837.16	887.39
Sergeant	695.03	740.21	784.62

*Adjustment  
difference  
X5 the week*

PATROLMAN

After 30 mos.	642.48	684.24	725.29
After 24 mos.	610.36	650.03	689.04
After 18 mos.	578.23	615.81	652.76
After 12 mos.	546.11	581.61	616.51
After 6 mos.*	513.98	547.39	580.24
Starting	481.86	513.18	543.97

METER PERSONNEL, DISPATCHERS, & POLICE CLERK

After 18 mos.	391.88	417.35	442.40
After 12 mos.	372.29	396.49	420.28
After 6 mos.	352.69	375.62	398.16
Starting	333.10	354.75	376.03

ADMINISTRATIVE ASSISTANT

After 18 mos.	489.90	519.29
After 12 mos.	465.91	493.33
After 6 mos.	440.91	467.36
Starting	416.42	441.40

B. Shift differential, Longevity and Educational Incentive pay as outlined in the contract shall be in addition to the base salary above.

C. The above weekly wages, though effective January 1, are not paid until after the salary ordinance is approved by the Board of Commissioners which follows the adoption of the annual budget. The amount of retroactive pay due each member is paid in a lump sum at the time the pay increases are put into effect.

D. All newly hired personnel will initially be paid the starting salary listed above. The exception is that personnel with at least two years experience doing substantially the same work as that required by the Borough (as determined by the Borough) for other law enforcement organizations in the State of New Jersey or in the case of a Police Officer, an individual with two years experience working in a position recognized by the State of New Jersey as a Police position, will initially be paid at the "after 6 months" level.\*

E. Beginning in 1991, all changes in rates due to step increases, longevity, and Education Incentive pay as provided in the contract will be effective on the first day of the week in which the anniversary date falls.

*Regular Calendar week.*

ARTICLE VII  
OVERTIME & COMP TIME

A. OVERTIME refers to any time worked beyond the regularly scheduled hours of duty, when approved by the Lieutenant in charge or Chief of Police, which is compensated for by monetary payments.

Overtime pay will be based on base salary plus educational incentive pay and longevity pay.

1. For Patrol Personnel, overtime shall be paid at one and one-half times the individual's regular hourly rate which is computed by dividing the weekly salary by 40.

2. For Detectives,

a. Overtime shall be paid at one and one half times the individual's hourly rate which is computed by dividing the weekly salary by 40. Overtime is paid only for time worked when called in while the detective is scheduled on standby.

b. All other time worked beyond the regularly scheduled hours of duty shall be compensated for with Comp Time.

c. A Detective may elect to be paid at one and one half times the number of hours worked for up to 110 hours worked during the calendar year. The number of hours that can be converted shall be pro-rated based on the number of months or parts of months the member was assigned to the Detective Bureau. The election shall be in writing to the Administrator, with verification by the Chief of Police of the number of comp hours worked. Requests for up to 55 hours must be made by June 15 for payment in the first pay in July.\* Requests for the balance must be made by November 15 for payment in the first pay in December.

d. As of January 1, 1991, the detective scheduled to be on standby will receive two (2) hours pay at one and one half times the individual's pay for being on call.

3. For Meter Personnel, Police Clerks, and Administrative Assistant overtime shall be paid at one and one half times the individual's hourly rate which is computed by dividing the weekly salary by 40.

4. Overtime work shall be distributed as equally as possible within the discretion of the Lieutenant in charge or the Chief of Police.

5. Attendance at Court when not during a member's regular shift will be paid at the rate of the individual's hourly wage based on the minimum of two (2) hours. However, if the court attendance is on a day when the member is not scheduled for regular work at anytime during that 24 hour day, (e.g. vacation, holiday, off days, etc.), or if the court time causes the members hours to exceed those allowed by the Federal Fair Labor Standards Act, then the overtime shall be paid at one and one half times the individual's hourly wage.

\* 6. Effective in 1991, members called in for duty will be guaranteed a minimum of (4) hours unless it carries into his/her oncoming shift or off going shift. Court time will be dealt with as stated in Section A (5) above and not guaranteed the (4) hours.

B. Comp Time refers to any time worked beyond the regularly scheduled hours of duty, when approved by the Lieutenant in charge or Chief, which is compensated for with time off.

1. Comp Time will be credited at one and one half times the number of extra hours worked.

2. Comp Time

a. Must be taken within twelve (12) months after the date the extra hours were worked. All Comp Time taken shall be charged against the oldest time earned. (Example: A member earned 4 hours of Comp Time on May 25, 1990. He may take 4 hours off, with the specific days approved in advance, up to May 25, 1991. A member who earns Comp Time on December 30, 1990, may take the time earned up to December 30, 1991).

b. In unusual or hardship cases, the Administrator may approve scheduling of Comp Time beyond the one year limit. Requests for this exception must be made in writing and any approval granted in writing. The Administrator shall have full discretion in making this decision except that such requests will not be unreasonably denied.

3. For Lieutenants

a. All time worked beyond regularly scheduled hours of duty shall be compensated for with Comp Time.

- b. For Comp Time available in 1990, a Lieutenant may elect to be paid at one and one half times the number of hours worked for up to 55 hours worked during the calendar year. The number of hours that can be converted shall be pro-rated based on the number of months or parts of months the member was promoted to Lieutenant. The election shall be in writing to the Administrator, with verification by the Chief of Police of the number of comp hours worked. Requests for up to 27 hours must be made by June 15 for payment in the first pay in July. Requests for the balance must be made by November 15 for payment in the first pay in December.
- c. As of January 1, 1991, the policy of Lieutenants selling back Comp Time will be discontinued.  
*a. No see back for Comp Time*

ARTICLE VIII  
LONGEVITY

The Longevity Policy of the Borough of Haddonfield is as described below. Percentages used in the formula are only for the purpose of arriving at a dollar figure for individual salaries. The longevity figure which the employee will receive in the current contract year is the final dollar figure reached by using years of service completed, individual current year salaries and applicable percentages. The salary to which the percentage is applied is subject to negotiation in future years.

Years of Service Completed  
Percentage Longevity Payment

5 years	1%
10 years	2.5%
15 years	5%
20 years	7.5%
25 years	10%

Effective year, 1992. *Change.*

Years of Service Completed  
Percentage Longevity Payment

5 years	1%
10 years	2.5%
15 years	5%
20 years	7.5%
24 years	10%

Longevity applies to the base salary only and not to overtime, educational incentives, etc. "Years of Service" means the latest uninterrupted term of employment.

1. Longevity will be applied at the start of the pay week in which the anniversary date falls.

ARTICLE IX  
ACTING SERGEANT SUPERVISORY PAY

It is understood by both the Borough and the PBA that the following agreement pertaining to Acting Sergeant will be in effect until December 31, 1992. If no satisfactory agreement between the two parties can be reached prior to the date of December 31, 1992, the contract will revert back to the terms of the 1989 contract between the Borough and the PBA (ARTICLE IX SENIOR PATROLMAN SUPERVISORY PAY).

1. It is understood that during absences by the Sergeant of a platoon or of the Detective Bureau, the Chief will select a Designated Acting Sergeant from amongst the patrol officers in each platoon and in the Detective Bureau. The criteria used by the Chief in making the selection will be the employee's seniority (the employee with the most continuous uninterrupted service in the Haddonfield Police Department will be given preference), job performance, past training and educational background. It is agreed that the Designated Acting Sergeant will not be arbitrarily removed from this designation without appropriate reason.
2. When fulfilling the Acting Sergeant capacity, the Designated Acting Sergeant shall receive compensation equal to the difference between the current Patrolman's top base pay rate and the current Sergeant's base pay rate. This additional compensation shall be paid along with the Officer's normal pay upon accounting of the number of hours involved and certification by the Chief of Police.
3. \*At any time during the year, the Chief shall have the option to assign a patrol officer as Acting Sergeant for training purposes. Such training time will be limited to eight (8) twelve-hour work days per year for each platoon. It is understood that more than one (1) patrol officer may be given such training within this eight day period and the eight days need not be continuous.
4. A patrol officer temporarily transferred into a platoon in order to maintain the minimum staffing level shall not serve as Acting Sergeant, notwithstanding that employee's seniority, provided the regularly assigned Designated Acting Sergeant is present in the platoon.
5. If the Chief replaces the regularly assigned Sergeant of a platoon with another Sergeant, the temporarily assigned Sergeant shall be in charge of the platoon.

ARTICLE X  
EDUCATION & TRAINING

A. EDUCATIONAL INCENTIVE PAY (EIP)

1. A member will be paid one (\$1) per credit per month for each credit earned while employed provided all such credits are part of a police science or law and justice curriculum leading to a degree up to a maximum number of credits earned of 128 the equivalent of a Bachelor's degree.

All credits will be honored wherever or whenever earned once an Associates Degree is obtained including credits certified from course work at the State Police Academy which are accepted by the school granting the degree.

2. The Borough will reimburse a member for the cost of books and supplies required in order to take any of the applicable courses while employed after being supplied with proof of successful completion of the course and proof of purchase of the books and/or supplies.

B. COMPUTER SCIENCE COURSES

1. The Borough will reimburse a member for the cost of books and supplies plus one-half (1/2) the tuition cost of relevant computer science and computer training courses taken outside of work hours when not part of any EIP qualified law and justice curriculum, as long as the course is approved in advance by the Borough Administrator based on the recommendation of the Chief of Police.

C. TRAINING DURING WORK HOURS

1. When attending a school or training seminar assigned by the Borough during a member's regular work shift, which is scheduled as a day school or seminar, the member will not be required to report to the Station for duty when the Chief determines attendance at work would not be necessary or productive based on the time available to work on the shift due to location, distance and time schedule of the training. The member must provide verification of his attendance at such training upon arrival at his next work shift and must be prepared to provide a written or verbal report on the session if requested by a Superior Officer.



ARTICLE XI  
UNIFORMS

1. Annual Expense Checks : *1<sup>st</sup> period in May*

The Borough will issue expense checks to each covered member by the end of the month following the month in which the Borough Budget is finally adopted, as follows:

Patrol Officers (includes uniformed Patrolman, Sergeants, and Lieutenants)	\$925.00
Dispatchers, Police Clerks and Administrative Assistant	825.00
Detectives (Sgts. and Ptl. Off.)	975.00
Meter Personnel	900.00

This annual allowance covers the following items and expenses:

- Purchase of all uniforms
- Purchase of shoes
- Purchase of leather items such as belts, holsters, etc.
- Raingear and boots
- Tailoring
- Cleaning and maintenance

2. Uniforms for New Members

Whenever a new individual becomes a member of the Department, the Borough will provide the initial new uniform issue as follows:

- 3 Long Sleeve Shirts
- 3 Short Sleeve Shirts
- 3 Trousers or Skirts
- 1 Leather Coat
- 1 Belt and Leather Strapping
- 1 Raincoat
- 2 Hats
- 2 Ties
- 2 Pair Shoes
- 1 Pair Boots

In addition, the new member will receive an allowance for uniform maintenance equal to \$20.00 per month or part of a month for the number of months or parts of months left in the calendar year. This payment will be made within 45 days after the new member joins the department.

Further, when a member leaves the Department they must return to the Borough, at a minimum, their most recent set of clothing equal to the previously described list (except for shoes). (Persons employed prior to January 1, 1988, would be exempt from returning their leather coat as they had personally purchased it). Uniforms received in this way shall be provided, where possible, to a new member. Any reasonable alterations to these uniforms will be paid for by the Borough.

For the calendar year following the date of hire, a member will receive a \$250 maintenance allowance, plus an expense payment pro-rated by the number of full or partial months served in the initial year of hire. This pro-rated percentage is applied to the balance of the standard uniform allowance after subtracting the \$250. From the second full calendar year of employment until leaving the Department, the member will only receive the appropriate normal expense check as described in Section 1.

Example: Patrol Officer hired July 1 in year 1. The Officer would immediately receive and have altered, if necessary, uniforms left by others leaving the Department. The standard uniform would be ordered. By August 15, the \$120 maintenance check (6 mos. x 20) would be received. In March of year 2, the Officer would receive a \$250 maintenance check plus \$337.50 expense payment (6 mos./12 mos. x \$925-\$250). In year 3 and beyond, the Officer would receive the full \$925 expense payment.

3. If a member's duty assignment is changed during the course of the year requiring a change in the type of uniform that must be worn, and it is necessary for the member to purchase new or additional uniforms or clothing, the member may request of the Chief approval to receive an advance on the following year's clothing allowance. This advance shall not exceed 50% of the total allowance minus the maintenance portion. This request should not be unreasonably denied.

#### 4. General Rules

It is understood that the allowance is not intended to cover the purchase of equipment used by the officers such as service revolver, or other weapons, handcuffs, night sticks, flashlights, bulletproof vests, etc., which the Borough will be responsible for maintenance and replacement. It is also understood that if there is a decision by the Borough to change the style or type of uniform to be worn by members which make uniforms previously purchased unacceptable to the Borough, then the Borough will supply each member with the initial quantity of new uniforms. The Borough will also supply clothing and equipment required for initial Police

Academy training.

Members of the Association clearly agree to adhere to appropriate standards of cleanliness and maintenance as set forth by the Chief of Police and understand that they must personally expend sums of money necessary to maintain the required appearance through acquisition and maintenance of uniform items even if their annual cost is greater than the annual expense payment by the Borough. All uniform items acquired by members must meet specifications set out by the Chief of Police. The Borough will endeavor to arrange for group purchases of acceptable uniform items to maintain uniformity whenever possible.

The Borough will, at its discretion, reimburse a member for uniform items damaged in the course of duty with proper proof and documentation for good cause shown.

ARTICLE XII  
HOLIDAYS

A. Members of the Detective Bureau will receive six (6) eight hour days off with pay in lieu of time off on holidays.

B. Lieutenants, Meter personnel, Administrative Assistant, and Police Clerks will receive the following days off as paid holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

C. The above personnel will receive an additional eight hour floating holiday off with pay.

D. Patrol personnel (Patrolmen, Sergeants, and Dispatchers) will receive thirteen (13) twelve hour days off with pay in lieu of the six (6) eight hour holidays, one (1) eight hour floating holiday, and thirteen (13) eight hour days to compensate for working an average of 42 hours per week (see Article V - Work Schedule).

E. All Police personnel, after one year's service, shall receive a holiday on their birthday based on their normal workday. If the birthday falls on a day a member is not scheduled to work, the Chief or his designate shall decide whether the day before or the day after shall be granted.

F. All Police, Dispatchers, Parking Meter Personnel, Police Clerks, and Administrative Assistant will receive six (6) eight (8) hour days pay at straight time in lieu of six extra holidays, these days to be worked. This will be included in the payroll the first week in December.

G. Police personnel must have six (6) months of service before being eligible for the six (6) days off in lieu of the time off on holidays or for the floating holiday off. With respect to the days to be paid the first payroll in December, new members with less than six (6) months of service will be paid for one day for each month of service.

H. Police personnel eligible for time off in lieu of time off on holidays may choose to convert up to two (2) of these days off into additional paid days at straight time. For patrol personnel, a day is 12 hours, for all others a days is 8 hours. The choice must be made in writing to the Chief of Police by the last day in September in each year. Payment for those days will be added to the payroll check for the initial six (6) paid days issued the first payroll in December.

I. Vacation requests supersede holiday time off requests.

J. Holiday time off will be approved based on seniority on each platoon for up to seven (7) days (either 12 hour or 8 hour days, depending on regular schedule) if the request is made by April 1 of each year. All other days off requested will be approved on a first come, first serve basis.

K. In the event a member shall be changed from one platoon to another, holiday requests submitted and approved will be honored.

ARTICLE XIII  
PAID VACATIONS

1. Members are eligible for paid vacation as follows:
  - a. After completion of six months service, an employee shall receive one week.
  - b. After completion of one year's service, an employee shall receive two weeks each year. The vacation granted after one year's service shall be considered the vacation for the calendar year in which such service is completed. When the first year's service is completed after November 30, the vacation may be granted at any time during December.
  - c. After completion of seven (7) years of service, an employee shall receive three weeks each year.
  - d. After completion of thirteen (13) years of service, the employee shall receive four weeks each year.
2. Any employee who is eligible for four (4) weeks paid vacation in a particular year may, at his sole option, choose to convert one week's vacation into one week's regular pay. The choice must be made in writing to the Chief of Police by May 15 of that year. The employee will receive this extra week's pay with the first payroll in June.
3. For the Patrolman, Dispatchers, and Patrol Sergeants a week means four (4) twelve hour work days. For Lieutenants, Detectives, Meter personnel, Administrative Assistant, and Police Clerks, this means five (5) eight hour days. Vacations may be taken in conjunction with the regular days off.
4. Vacations must be taken in one week increments as defined above, except one week may be taken in single days if approved by the Borough Administrator upon the recommendation of the Chief of Police.
5. In general, a vacation cannot be accumulated beyond the current year. But, in unusual cases, the Administrator may approve accumulations. Requests for scheduling vacations beyond the current year must be in writing and approvals granted in writing.

6. Vacation scheduling will be handled as follows:
- a. No two individuals from one platoon may go on vacation at the same time.
  - b. All requests for the first two (2) weeks of eligible vacation time must be submitted in writing by April 1 of each year. Where there are conflicts in dates requested within a platoon, seniority will determine what days are approved. Any individual who does not submit his or her request by April 1 will not have seniority rights for the first two weeks vacation.
  - c. All requests for the balance of eligible vacation time must be submitted in writing by June 1 of each year. Where there are conflicts in dates requested within a platoon, seniority will determine what days are approved.
  - d. Vacation requests supersede holiday time off requests.
  - e. In the event a member shall be changed from one platoon to another, vacation requests submitted prior to June 1 of the calendar year will be honored.
  - f. Examples of vacation scheduling:
    - 1) The most senior member of platoon, entitled to four weeks vacation, submits dates for first two weeks by April 1. His request is automatically honored for those weeks. His request for two additional weeks is made by June 1 and no one else on the platoon has requested their first two weeks vacation at that time, his request is automatically honored.
    - 2) Same as above for first two weeks, but his request for additional two weeks conflicts with one or both of first two weeks vacation time requested by less senior platoon member who submitted request by April 1. The less senior member's first two weeks request is honored and the senior member must submit an alternate request that does not conflict with any member of his platoon's first two weeks (as long as they were submitted by April 1).

- 3) Most senior member fails to submit request for first two weeks vacation by April 1. He submits dates by June 1. If they conflict with any platoon member's dates submitted by April 1, he must submit an alternate request that does not conflict. If he submits his request for his additional two weeks by June 1, his additional two weeks request is honored for those dates as long as they don't conflict with any approved first two weeks requests.
- 4) Same as above for first two weeks. If he submits a second two weeks request after June 1, those dates are approved on a first come, first serve basis following any other approved requests.
- 5) A member who is entitled to three weeks vacation and submits his first two weeks request by April 1, receives approval based on his seniority versus others in his platoon who submit by April 1. He then submits his request for his additional one week available, by June 1. He receives approval after all more senior platoon members, who submit requests by June 1, have all their additional vacation time approved.

7. Normally, the only time an employee can take pay instead of a vacation is when he goes on extended military leave or when he separates from the Borough in good standing.

8. After an employee's regular sick allowance at full rate has been used up, any unused vacation may be applied to the sick leave at half rate currently with half rate sick allowance. If the absence continues after sick leave allowances are used up, any unused vacation may be applied to the sick leave either at full rate or at half rate. The application of vacation allowance under either of these conditions is made by the Borough Administrator and the Chief or his authorized delegate.

9. If a regularly scheduled Borough holiday occurs during an employee's vacation, the employee doesn't lose the holiday allowance. Instead, he gets either another day off or a regular days' pay at straight time rate. It is up to the Chief of Police to decide which of the two he gets. However, in almost all cases, time off is given.

10. If an employee gets sick after he starts his vacation, he cannot count the time he is sick as sick leave -- it is still vacation until the date he is scheduled to return to work.



11. If an employee gives two weeks notice when he resigns, he is paid for any untaken vacation. If he does not give two weeks notice, the Administrator will decide whether or not he is paid.

12. If an employee is laid off, he is paid for any untaken vacation.

13. If any employee is discharged, the Chief of Police or his authorized delegate and the Borough Administrator decide whether or not he is paid for any untaken vacation depending upon the circumstances of his case.

14. In any case of separation, an employee who has vacation accumulated for a previous year is paid for it.

ARTICLE XIV  
SICK LEAVE

A. Definitions

- (1) "Sick Leave" is defined as an allowance for non-work related disability resulting from any medically recognizable illness or condition.
- (2) "Week" is defined as a calendar week of 7 consecutive days.
- (3) "Active Employment" is defined as the time in which an employee is performing his or her job duties, or is absent with pay, or is absent due to a work related disability.

B. Length of Service

Sick leave shall be counted in work hours absent based on years of service and type of work schedule as follows:

Years of Service	8 Hour Work Day		12 Hour Work Day	
	Hours at Full Pay	Hours at Half Pay	Hours at Full Pay	Hours at Half Pay
Less than 6 months	0	0	0	0
Less than 1 year	40	40	42	42
Less than 2 years	80	80	84	84
Less than 3 years	120	120	126	126
Less than 4 years	160	160	168	168
Less than 5 years	200	200	210	210
Less than 6 years	240	240	252	252
Less than 7 years	280	280	294	294
Less than 8 years	320	320	336	336
Less than 9 years	360	360	378	378
Less than 10 years	400	400	420	420
Less than 11 years	440	440	462	462
Less than 12 years	480	480	504	504
Less than 13 years	520	520	546	546

Upon certification of a qualified physician, a member shall be entitled to up to 26 (twenty-six) consecutive weeks leave of absence due to illness whether paid or unpaid, regardless of length of service. A member with more than 13 (thirteen) years would be entitled to more than 26 (twenty-six) weeks in accordance with the above chart. A member qualifies for this leave under the Entitlement to allowance provisions below.

C. Entitlement to Above Allowance

- (1) To qualify for an allowance, an employee must have completed six (6) calendar months of service. This

must include at least 26 weeks of active employment.

- (2) The applicable non-work disability allowance is established on the first day of the absence. It is based on the service the employee has completed on that day, as shown on the above table. All absences due to non-work disability is charged against this allowance until the employee qualifies for a new allowance.
- (3) A new allowance can be established in any one of the following ways, depending on which occurs first:
  - a. By completing 13 weeks of continuous active employment or,
  - b. By accumulating a total of 52 weeks of active employment--not necessarily consecutive--after full pay is exhausted, or
  - c. By accumulating a total of 26 weeks of active employment--not necessarily consecutive--after both full pay and half pay have been exhausted.

After an employee has qualified for a new allowance, it is again based on the years of service that has been completed on the first day of the next absence.

#### D. Payments

(1) An employee is paid his regular salary until he has used up all his full pay allowance. For any subsequent absence he is paid at half rate until his half pay allowance is exhausted or he qualifies for a new allowance, or qualifies for the Long Term Temporary Disability Program.

#### E. Long Term Temporary Disability Program

(1) Members are eligible for additional paid leave for non-work related temporary disability under the below listed schedule once all sick leave benefits, as provide above, are exhausted.

(2) To be eligible for this program, the member must provide acceptable medical proof of long term disability which is defined as a disability serious enough to require medically mandated absence from work for seven (7) calendar days or more.

(3) The first seven (7) calendar days of each period of disability is a waiting period and no payment is made. However, if the member is eligible by virtue of a medically mandated absence for seven (7) calendar days or more, payment is made retroactively to the start of the disability. No waiting period is required if the disability is a continuation of an absence that was previously covered by normal sick leave benefits and which covers a total period of seven (7) calendar days or more.

Long Term Temporary Disability shall be counted in work hours absent based on years of service and type of work schedule as follows:

Years of Service	8 Hour Work Day		12 Hour Work Day	
	Hours at Full Pay	Hours at Half Pay	Hours at Full Pay	Hours at Half Pay
Less than 3 years	0	0	0	0
Less than 4 years	360	360	378	378
Less than 5 years	320	320	336	336
Less than 6 years	280	280	294	294
Less than 7 years	240	240	252	252
Less than 8 years	200	200	210	210
Less than 9 years	160	160	168	168
Less than 10 years	120	120	126	126
Less than 11 years	80	80	84	84
Less than 12 years	40	40	42	42
Less than 13 years	0	0	0	0
Less than 14 years	40	40	42	42
Less than 15 years	80	80	84	84
Less than 16 years	120	120	126	126
Less than 17 years	160	160	168	168
Less than 18 years	200	200	210	210
Less than 19 years	240	240	252	252
Less than 20 years	280	280	294	294
Less than 21 years	320	320	336	336
Less than 22 years	360	360	378	378
Less than 23 years	400	400	420	420
Less than 24 years	440	440	462	462
Less than 25 years	480	480	504	504
Less than 26 years	520	520	546	546
Less than 27 years	560	560	588	588
Less than 28 years	600	600	630	630
Less than 29 years	640	640	672	672
Less than 30 years	680	680	714	714

The method of calculating payment for the above shall be the same as for the regular sick leave.

F. Holiday During Sick Leave

If an employee is out sick both the working day before and the working day after a Borough Holiday that falls on a scheduled working day, the Holiday is charged to sick leave. No further payment is made for the Holiday.

G. Doctor's Certification

Any employee on sick leave for more than two (2) consecutive work days must submit a doctor's certification to the Chief of Police on the day of his return to duty.

ARTICLE XV  
SICKNESS IN FAMILY

The Sickness in Family Allowance is intended to cover only those cases where the employee is urgently needed at home. When the Police Chief or his representative believes it is necessary, he has the authority to give up to six (6) eight hour days or four (4) twelve hour days per year to an employee because of sickness in his immediate family. The immediate family is:

Parents  
Husband or Wife  
Children  
Brothers or Sisters  
Parents-in-Law

ARTICLE XVI  
ABSENCE FOR PERSONAL BUSINESS

a. If the Police Chief or his representative believes that it is justified, he has the authority to allow an employee a maximum of the equivalent of five (5) eight hour days or four (4) twelve hour days off a year with pay for personal reasons (such as personal business which can't be conducted outside working hours). He should avoid giving personal time off to any employee with less than one year's service. In no case should he give personal time to cover sickness.

No more than the equivalent of three (3) eight hour days or two (2) twelve hour days in a row may be given for personal time.

b. A member may also request an unpaid leave of absence for non-medical personal reasons. This type of leave must be approved in advance by the Borough Administrator who shall have full discretion to grant or deny such request.

ARTICLE XVII  
DEATH IN THE FAMILY

Allowance

For each death in an employee's immediate family, the Chief of Police may approve up to the equivalent of four (4) eight hour days or three (3) twelve hour days off. The granting of time off is not automatic but depends on the circumstances of the case. The actual number of days approved will depend on the circumstances. The days don't have to be taken consecutively.

Definition of Family

For this allowance, immediate family is defined as:

Parents  
Husband or Wife  
Children  
Brothers or Sisters  
Parents-in-Law  
Brothers or Sisters-in-Law  
Grandparents

There may be cases where someone not on this list has an unusually close family tie to the employee. If so, the Chief of Police or his authorized delegate may approve granting this allowance.

Holidays During Absence for Death in Family

If an employee is absent because of death in his family on both the day before and the day after a holiday that falls on a scheduled working day, the holiday absence is charged to the Death in Family Allowance.

Death in Family During Vacation

If there is a death in an employee's family during a scheduled vacation, the Death in Family Allowance is granted for the time considered necessary in each particular case. This won't be charged against vacation. The date of return from vacation may be extended by the number of days granted because of death in the family or the rest of the time may be taken at a later date.



### Death in Family-Procedure to be Followed

The Borough wishes to be fair and considerate in the granting of time off with pay at a time of death in families of employees. However, it's necessary only in unusual cases for the full allowance to be taken. In order to arrive at a determination for a reasonable time off, the following procedure should be followed:

1. When a person reports a death in the family, they are naturally upset and usually do not know at that time the funeral arrangements.
2. If it is requested, the Supervisor should give the person permission to leave work. At that time the individual should be instructed to get in touch with the Chief or his designee as soon as the funeral arrangements are known. It should be emphasized that the employee must talk with the Chief or his designee and not other employees when calling back.
3. Based upon the circumstances involved, a determination should be made when the return call is received regarding the number of days the person will not be available for work. If this procedure is not followed, the Chief of Police shall recommend to the Administrator which days off will be with pay and which without pay.

In general, the following should be used as guides:

1. If the deceased is a member of the immediate family, that is, husband, wife, or child, more time will be requested.
2. If travel is involved, more time will be required.
3. For persons outside of the immediate family, less time should be required.

It should be remembered that the allowance for a death in the family is granted to allow individuals to make necessary arrangements and to attend services.

ARTICLE XVIII  
INSURANCE

1. GROUP MEDICAL

The Borough will provide, at a minimum, group medical insurance provided through the New Jersey Health Benefits Plan to all members at no cost to the members. It is understood that the Blue Shield portion of the plan is currently what is known as the 14/20 Plan. The Borough will seek to obtain alternate medical insurance coverage that is better than the Health Benefits Plan, provided that the cost to the Borough as determined by the Borough, is no greater than the cost under the Health Benefits Plan. The Borough will submit any alternate plan to the Association for approval, such approval shall not be unreasonably withheld.

2. GROUP DENTAL

The Borough will continue the current policy of providing improved dental coverage at a maximum family rate of \$47.00 per month. Any change in the carrier or coverage must be equal or better and must be acceptable to the Association, such acceptance shall not be unreasonably withheld.

3. COVERAGE AFTER RETIREMENT

The Borough will continue to provide medical insurance coverage to a member and his family at no cost to the member provided that the member has served the Borough at least 25 years. This coverage and the rules concerning the eligibility shall be only as allowed under N.J.S.A. 52: 14-17.38 or N.J.S.A. 40A:10-23 depending on which is applicable at the date of retirement.

4. PENSION AND LIFE INSURANCE

The Borough will continue to provide the pension and life insurance benefits available with the State pension plan applicable to each member.

5. WORKER'S COMPENSATION

There will be no change in the Borough's policy of continuing salary for members who cannot work due to job related illness or injury as defined by State Law.

## 6. PRESCRIPTION DRUG INSURANCE

Effective January 1, 1991, the Borough will provide group prescription drug insurance through the Prescription Card Service Plan to all members at no cost to the members. It is understood that the plan will cost employees \$4.00 for generic drugs and \$8.00 for obtaining name brand drugs. The employee will be responsible for additional cost for family members to be added to the plan (\$16.60 per month). The Borough will seek to obtain alternate prescription drug insurance that is better than the Prescription Card Service Plan, provided that the cost to the Borough as determined by the Borough, is no greater than the cost under the Prescription Card Service Plan. The Borough will submit any alternate plan to the Association for approval, such approval shall not be unreasonably withheld.

ARTICLE XIX  
SEPARATION BENEFITS

The following outlines the method of calculating the benefits a member is entitled to at separation from the Borough. For this purpose, credited time is defined as the number of months or parts of months from the beginning of any calendar year. It includes the number of weeks unused vacation time available, added on to the final date of work. (For example: 1. If the separation date is February 1, and the member is entitled to 4 weeks vacation, credited time is to March 1 or 3 months. 2. If separation date is March 10 and member is entitled to 2 weeks vacation, credited time is to March 24 or 3 months).

1. Retirement - When a member formally retired from Borough employment under the State Pension law applicable at the time of retirement. In addition to receiving the appropriate State pension and medical insurance as provided by this agreement, he or she shall be entitled to the following:

a. Payment for unused time off as follows:

- 1) Vacation - all unused days available during that calendar year.
- 2) Birthday Holiday - If the actual date is before the end of the credited time.
- 3) 6 days pay in lieu of time off - one per month of credited time.
- 4) 6 days off in lieu of specific holidays (Detectives only). Pro-rated number of days rounded up to the next full day based on the number of months credited time.
- 5) 12 holidays (Patrol Personnel only) - One (1) per month of credited time.
- 6) Additional Personal Day - Received with no time restriction.
- 7) Compensation time - all unused days available.

b. Payment for clothing allowance - If retiree is on active duty when annual allowance is paid the member receives the full allowance. If the member retires before payment of the allowance, he or she will receive, at their retirement, a percentage of the allowance as follows:

- 1) 25% of the annual allowance - for up to one month credited time.
- 2) 50% of annual allowance - for up to two months credited time.
- 3) 75% of annual allowance - for up to three months

credited time.

- 4) 100% of annual allowance - for four months or more credited time.

2. Voluntary Separation before Retirement in Good Standing - When a member resigns or is otherwise separated after having given a least two weeks notice, he or she shall be entitled to the following:

a. Payment for unused time off:

- 1) Vacation - pro-rated number of weeks based on number of months since anniversary date.
- 2) All other days - same as for retired member.

b. Payment for clothing allowance:

- 1) Full payment if separation date is after payment of allowance.
- 2) No payment if separation date is before payment of allowance.

3. Voluntary separation not in Good Standing - When a member resigns and does not give at least two weeks notice, he or she shall be entitled to the following:

a. Payment for unused time off:

- 1) Vacation - determined by the Police Chief or his designate and the Borough Administrator at their sole discretion.
- 2) Birthday holiday - If actual date is before actual separation date.
- 3) 6 days pay in lieu of time, 6 days off in lieu of specific holidays (Detectives) or 12 holidays (Patrolman) and an additional personal day. Total days to be allowed based on per month or portion of month of actual service in the calendar year, as determined by the Police Chief or his designate and the Borough Administrator at their sole discretion.

- 4) Payment for clothing allowance - same as voluntary separation.

4. Involuntary Separation in Good Standing - When a member is laid off, he or she shall be entitled to the following:

- a. Payment for unused time - Same as a retired member. However, if recalled before the end of the calendar year, no further payment will be made for time lost.

b. Payment for clothing allowance:

- 1) Full payment if separation date is after payment of allowance.
- 2) Pro-rated payment for number of months during calendar year before separation and after recall.

5. Involuntary Separation not in Good Standing - When a member is dismissed, he or she shall be entitled to the following:

- a. Payment for unused time - The Police Chief or his designate and the Borough Administrator, or the Board of Commissioners, at their sole discretion, shall determine if any payment shall be made.
- b. Payment for clothing allowance - same as voluntary separation.

ARTICLE XX  
TEMPORARY EMPLOYMENT OF PERSONNEL

1. Temporary personnel can only be used under the following guidelines:
  - a. Meter, Records, Dispatch personnel, and Administrative Assistant must be out of work at least ten (10) sick days, or on a disability.
  - b. Temporary personnel will receive no benefits or sick days.
  - c. Temporary personnel can work for a period of not longer than 26 weeks per year and/or until disability runs out.
  - d. Temporary personnel must have adequate training before being hired.
  - e. Temporary personnel will receive not more than the up to the six months salary.
  
2. Temporary Police Officer can only be used under the following guidelines:
  - a. Regular officer must be out of work on disability, long term sick leave or from an injury on duty for at least thirty (30) work days.
  - b. Temporary officer must be a full time P.T.C. certified police officer (Class II or Special officer is ineligible).
  - c. Temporary officer will receive no benefits or sick days.
  - d. Temporary officer will not be able to work longer than 26 weeks or until officer disability runs out.
  - e. Temporary officer must satisfy the same orientation program that is outlined for all police personnel including psychological testing and firearms qualifications through the Borough of Haddonfield.

ARTICLE XXI  
GRIEVANCE PROCEDURE

1. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

2. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association at the request and on behalf of the individual or group of individuals, or the Borough.

3. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Borough initiated grievances which will proceed in accordance with Section 4, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP 1:

The complainant shall submit, in writing, a signed statement of grievance to the Chief of Police within 15 calendar days after knowledge of the event giving rise that the grievance has occurred. The Chief of Police shall set a meeting within 15 calendar days after receipt of the request. This meeting shall be between the Chief of Police and the complainant and with an Association representative, if requested by the complainant. The Chief of Police's answer to this step shall be delivered to the complainant with a copy to the Association, if the Association representative attended the meeting, within 15 calendar days after the meeting.



STEP 2:

If the complainant is not satisfied with the handling or result of the grievance at the First Step, the complainant may, within 10 calendar days of the receipt of the Step 1 answer, submit, in writing, a notice together with a signed statement of the grievance to the Borough Administrator requesting a ruling on the grievance. A meeting shall be set within 20 days after the Borough Administrator has received the request for a ruling. At such meeting, the complainant may appear with counsel and a representative of the Association, if requested by the complainant. The Borough Administrator's ruling shall be delivered to the complainant with a copy to the Association, if in attendance at the meeting, within 15 calendar days after said meeting.

STEP 3:

If the aggrieved person is not satisfied with disposition of the grievance by the Borough Administrator, the complainant may, within 10 calendar days of receipt of the Step 2 answer, submit, in writing, a notice together with a signed statement of the grievance to the Borough Commissioners requesting a ruling on the grievance. A meeting shall be set within 20 days after the Borough Commissioners have received the request for a ruling. At such meeting, the complainant may appear with counsel and a representative of the Association, if requested by the complainant. The Borough Commissioners ruling shall be delivered to the complainant with a copy to the Association, if in attendance at the meeting, within 15 calendar days after said meeting.

STEP 4:

a. If the aggrieved person is not satisfied with disposition of the grievance by the Borough Commissioners, the grievance may be submitted to binding arbitration within thirty (30) days after the expiration of Step 3.

b. A request for a list of arbitrators shall be made to the Public Employees Relations Commission by the grieving party and both parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.

c. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s).

d. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify and provision of this Agreement or impose on any party hereto to a limitation or obligation not provided in this Agreement.

e. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be final and binding upon the parties.

f. The cost of the arbitrator's fee shall be borne equally by the parties. Any other cost shall be borne by the party incurring it.

#### 4. BOROUGH GRIEVANCES

Grievances initiated by the Borough shall be initiated by a signed statement by the Borough Administrator of the grievance filed directly with the Association within 10 calendar days after the event giving rise that the grievance has occurred. A meeting shall be held within 10 calendar days after the filing of the grievance between the representatives of the Borough and the Association in an earnest effort to adjust the differences between the parties. In the event the matter is not resolved, the Borough may proceed as provided in Step Four, above.

ARTICLE XXII  
AGREEMENT OF CONTENTS AND SIGNATURES

This writing contains the entire Agreement of the parties and shall not be enlarged, diminished or modified in any way without the expressed written approval of both parties.

Witnessed our hand and sealed this 9th day of April, 1997

BOROUGH OF HADDONFIELD

by John Stalet Jr  
Mayor

Attested by Janet D. Willey

HADDONFIELD POLICE OFFICERS ASSOCIATION (PBA Local 294)

by Carlton T. Lelan

Attested by John J. B...