

Signed by  
2013-15

AGREEMENT

This agreement made this 7 day of Feb., 2013 by and between The Borough of Mount Ephraim, here in after referred to as the "Employer", and Fraternal Order of Police Lodge 76/New Jersey Fraternal Order of Police -NJ Labor Council FOP Lodge #76 representing the Police Officers of Mt. Ephraim heinafter referred to as the FOP or "Employee"

Whereas, it is in the interest and purpose of the parties to promote and improve the labor relations of the Mt. Ephraim; and

Whereas, the well being of Employees and the efficient administration of the Borough of Mt. Ephraim Police Department are benefited by providing Employees the right to negotiate with respects to the condition of their employment; and

Whereas, effective labor-management relations within the Borough of Mt. Ephraim depend upon a clear statement of the contractual rights of Employees; and

Whereas, the Employer and the Employees recognize and are bound by NJSA 40, 40A and NJSA 34:13A

Now, therefore, the parties agree as follows:

SEPARABILITY

If any section, subsection, paragraph, sentence, clause or phrase of this agreement, or any application thereof to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. Any Provision so deemed invalid will be subject to negotiation.

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ARTICLE I  
RECOGNITION

Section 1 The Employer hereby recognizes the Fraternal Order of Police, FOP Lodge # 76 an Affiliate of the Fraternal Order of Police- NJ Labor Council, Inc as the sole and exclusive representatives of the Patrol Officers, the Detectives, the Corporals, Sergeants, Detective Sergeants, Lieutenants, Detective Lieutenants of the police department for the purpose of collective negotiations with respect to terms and conditions of employment.

This recognition, however, shall not be interpreted as having the effect of abrogating the rights of Employees as established under the laws of 1968, chapter 303 as amended.

Section 2 Maintenance of Standards, the rights of both the Employer and the FOP shall be respected, and the provisions of this agreement for the orderly settlement of all questions regarding such rights, shall be observed.

Section 3 Retention of Benefits, The Employer agrees that all lawful benefits and terms and conditions of employment existing not modified by this agreement shall be continued in effect in accordance with New Jersey Law.

Section 4 Representation Fee,

- A. Any Permanent employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty days thereafter, any new permanent employee who does not join within ten days of re-employment shall as a condition of employment pay a representation fee in the amount equal to eighty five (85%) percent of the regular membership dues, fees, and assessments as certified to the Employer by the Union.

The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union Membership dues, fees, and assessments. The Union entitlement to the representation fee shall continue beyond the term of this agreement, so long as the Union remains the majority representative of the employees in the unit. As provided in NJSA 34:13A-5.6 and 5.8

B. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses(including reasonable attorney's fees) in any matter resulting from action taken by the Employer at the request of the Union under this article and section.

## ARTICLE II NON-DISCRIMINATION

### Equal Treatment

Section 1 The Employer and the Employees agree to comply with the mandatory provisions of relevant State & Federal Laws prohibiting discrimination in the work place.

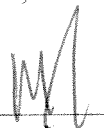
Section 2 The Employer and the Union agree not to interfere with the rights of the Employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employees because of Union membership or non-membership.

## ARTICLE III MANAGEMENT RIGHTS

All the powers, rights, prerogatives, duties, responsibilities, and authority that the Borough had prior to the signing of this agreement are retained by the Borough except those and only to the extent that they are specifically modified by the agreement, and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations, or directives promulgated by the State Division of Public Employment Relations Commission.

## ARTICLE IV LODGE RIGHTS AND RESPONSIBILITIES

A. Authorized representatives of the Lodge, whose names shall be filed in writing with the mayor, or his designee, shall be permitted to visit any police facility for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Chief of Police, or his designee, on condition that such prior approval shall not be unreasonably



withheld. At least one (1) authorized F.O.P. Representative shall be granted such permission. The Lodge representatives shall not unreasonably interfere with the normal conduct of the work within the police facility.

B. Up to a maximum of three (3) authorized Lodge representatives shall be excused from their normal duties to participate in negotiations for the renewal of this agreement or the execution of a new agreement. Such representatives shall attend negotiations session, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

C. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Lodge upon written authorization to the Borough by the employee. The Borough shall maintain a file of written refusals by members to authorize the Borough to forward such documents to the Lodge. Copies of all disciplinary charges or notices relating to disciplinary action shall be furnished to the president of the Lodge against any member or non-member within twenty-four (24) hours of presentation of charges.

D. The Lodge will be responsible for acquainting its members with the provisions of the Agreement, and shall be responsible insofar as possible for the adherence to the terms of this agreement by such members.

E. No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause.

## ARTICLE V HOURS OF WORK

A. The normal workweek shall be assigned and scheduled by the Chief of Police. It is recognized that assignments and scheduling will be handled within the Police Department in accordance with reasonable standards and practices.

B. The Captain and Detective Sergeant may replace the second officer, if necessary, and a Class II Special Officer may fill in at any time.

C. The parties agree that two (2) officers shall be assigned to all shifts. Officers shall be defined as those recognized under article I.

D. Employees shall notify the Chief of Police or his designee their intent to be absent from work no later than 6 hours prior to their shift assignment except in cases of emergency.

E. With the current twelve (12) hour schedule that is in effect the use of Kelly time will be used to compensate officers four (4) hours for the eighty-four (84) hour schedule during the two (2) week period. The Borough may pass a resolution establishing a twenty-eight (28) day work period to comply with the Fair Labor Standards Act, but which will not impact and employee's right to overtime pursuant to this agreement.

## ARTICLE VI VACATIONS

Permanent employees shall be granted vacation leave as follows:

A. An employee with six (6) months of service and up through one (1) year of service shall receive forty (40) hours vacation with pay.

B. An employee with one (1) full year of service and up through four (4) years of service shall receive eighty (80) hours vacation with pay.

C. An employee with five (5) full years of service shall receive one hundred twenty (120) hours vacation with pay and eight (8) additional hours vacation with pay for each additional year of service thereafter up to a maximum of two hundred forty hours (240) vacation with pay.

D. Employees with the highest rank, then the greater length of service, will be given preference in relation to the choice of vacation dates. If such an employee takes the full vacation allotment consecutively, the preference will apply to the entire vacation period. If such an employee decides to take a split vacation, the preference will be restricted to the first chosen part of said vacation and the second chosen part of the vacation period will not be granted preference and will be allowed only after all other employees have received their preferred choice of vacation dates.

E. The scheduling of vacation periods cannot affect the efficient operation of the Police Department, notwithstanding the provisions of

paragraph "D". The Chief of Police before use must approve all vacation dates. With the approval of the Chief of Police, an employee may be allowed to carry not more than one (1) week vacation into the following year. If an employee does not schedule his or her vacation time by September 1<sup>st</sup> of the calendar year, the Borough shall have the option to schedule the remaining vacation time, except for the permissible one (1) week permissible carry-over. Any vacation time not scheduled by the employee or the Borough other than the one (1) week permissible carry over, shall be paid by the Borough at the end of the calendar year.

F. Payment of accrued and unused vacation upon separation from the Borough shall be as specified in Article XXIII. If an employee dies while still employed by the Borough, this provision shall apply to his or her estate.

#### ARTICLE VII PERSONAL DAYS

A. Recognizing that police officers will not necessarily be absent from work on holidays granted to Borough employees, it is agreed that those personnel covered by this contract shall receive a combination of time off with pay or an increase in their base pay as follows:

2012 – Increase base pay by the equivalent of 70 hours pay, using the hourly rate calculated by adding the "in lieu of shift differential" amount per Art. XIX to the annual salary in effect on 12/31/11 and dividing the total by 2080, which is reflected in the pay rates shown in Art. XII, and allow the employee to add 62 hours of paid time off to whatever number of hours accumulated for Personal Days through 2011 be referred to as Personal Day bank.

2013 - Increase base pay by the equivalent of 62 hours pay at the hourly rate in effect on 12/31/12 which is reflected in the pay rates shown in Art. XII.

No additional time off will be added to the Personal Day bank during 2013 and beyond.

Employees with a Personal Day Leave bank may request from the Police Chief permission to use time from their Personal Leave bank

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throughout the year as the work schedule permits or carried over into subsequent years. These requests shall not be unreasonably denied. Upon separation from service with the Borough, the employee will be paid for any unused time that has accrued in their Personal bank in accordance with Art. XXIII.

## ARTICLE VIII CLOTHING AND UNIFORMS

A. Those employees who are required to be uniformed in the performance of their duties shall be provided with an amount of \$1,400.00; \$625.00 in direct cash payment and \$775.00 voucher payable January 1<sup>st</sup> of each contract year. The Borough shall have the right to select the vendor.

B. The Borough will replace, at no cost to the employee, uniform items which have been irreparably damaged in the line of duty, except if said damage is caused by the negligence of the employee. The Borough, under contract with a designated vendor, shall provide full maintenance and cleaning of employees' uniforms. This paragraph shall apply to all non-uniformed personnel.

C. Non-uniformed personnel shall be given a yearly amount of \$1400.00 in lieu of replacement uniforms, payable January 1<sup>st</sup> of each contract year.

D. New full-time personnel shall be issued a full complement of new clothing and equipment (Schedule A) at no cost of the employee and without any deduction from his or her clothing and uniform allowance.

E. The Borough will provide new full-time personnel with clothing as required by the police Academy such employee attends. This may be by vouchers to a vendor of the Borough's Choice.

F. The Borough shall provide new body armor for each employee every four (4) years if said employee so requests the same. A rotation plan shall commence in 1994.

ARTICLE IX  
MEDICAL BENEFITS

A. Coverage

1. The Borough shall provide for the employees and employees' dependents health, dental, prescription and vision coverage as has been effect during the calendar year 2011 except as follows:

a. Effective January 1, 2013 the medical co-pay for doctor's visits will be increased from \$5.00 to \$25.00

b. As of the effective date of this Agreement, the "\$5-\$15" prescription co-pay will be increased to the "\$8.00 - \$15.00-\$35.00" prescription plan without reimbursement.

2. The Borough has the right to change health care providers as long as the benefit levels and co-pays remain substantially similar or better.

B. Coverage after Retirement

1. Such coverage shall continue in the event that an employee who was hired prior to July 1, 2008 retires from the Police Department for length of service, disability or upon any State approved pension.

2. Employees hired after July 1, 2008 must have a minimum of twenty years (20) of service with the Borough of Mt. Ephraim Police Department, and 25 years of creditable police service in the PFRS to be eligible for fully paid medical benefits upon retirement.

3. In the event that an employee or retired employee dies, all benefits provided herein shall continue to be provided by the Borough at no cost to the employee's or retired employee's dependents for as long as they would remain the employee's or retired employee's dependents had the employee or retired employee not died.



C. Employee Contributions

1. Covered members shall contribute towards the cost of this coverage through payroll deductions in accordance with State law commonly referred to as Chapter 78. The relevant sections of Chapter #78 are made part of this agreement as an Appendix.
  2. Employees hired after 7/3/2008 must contribute a minimum of \$50 per pay towards their dependent coverage.
  3. The parties understand that they must comply with any future changes in the law based on changes in legislation and/or due to any Court decisions.
- D. The Borough will implement an IRS 125 Medical spending account for each employee as provided for in Chapter#78

ARTICLE X  
SICKTIME

A. 1 Those employees covered by this agreement are entitled to receive one hundred eight (108) hours paid sick leave for the contract year 2008, 2009 employees are to receive ninety six (96), 2010 eighty four (84) hours and 2011 and each succeeding year seventy two (72) hours to be credited on January 1<sup>st</sup> of each year. Sick leave may be accumulated without limit and may be used up to the full amount credited without limitations.

2. In the event of a major illness or injury, which shall be defined as the length of time that an employee is off work for serious illness or injury and under the continued care of a physician or doctor, not job related, after an employee used two hundred eight (208) hours of accumulated sick leave, additional accumulated sick leave shall not be deducted against the employee's credited and accumulated sick leave for a period of up to one (1) year. If it is determined by an employee's physician or a Borough appointed physician that an employee who is out on major illness will never be able to return to full duty, the employee shall make application for a disability pension immediately upon the employee receiving knowledge that he has been deeded medically unfit for duty. If the employee fails to apply for a disability pension, the Borough may file for an

involuntary disability retirement. If it can not be determined that the employee is or will be fit to return to full duty at a date certain, the employee will remain on "major illness" leave until such a determination can be made or for up to one (1) year, whichever comes first.

3. Requests for advanced sick leave will be submitted to the Director of Public Safety via the Chief of Police. Requests for advanced sick leave must contain a statement from the employee's physician stating the nature of the illness or injury and the approximate date the employee will be able to return to duty. The Borough shall continue to make pension contributions and provide benefits for the employee for a period of up to one year.

B. In order to receive pay for sick leave after more than two (2) consecutive days of absence, the employee must present a certificate from a physician upon his/her return to work.

C. Upon retirement from the Police Department, for length of service or disability, an employee covered by this agreement shall receive pay for unused sick leave per Article XXIII.

D. Every employee who has accumulated five hundred forty (540) or more sick hours shall have the option to sell back a maximum of one hundred twenty (120) hours per year at the salary rate in effect during that year. Those opting to participate in this sell back shall inform the Chief of Police or his designee of their intent to do so no later than December 31<sup>st</sup> of the year preceding this option. The Borough shall reimburse the employee the full amount of the value of these hours on the first pay period in June of the option year. This shall be by separate check with the appropriate rates applied.

ARTICLE XI  
INJURY ON THE JOB

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the Borough's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Borough. At the Borough's option, the employee shall either surrender or deliver his entire salary payments, or the Borough shall pay the difference.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year, providing the employee submits acceptable medical evidence he or she is fit to return to duty.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Borough's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workman's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employment of the Borough prior to reimbursing the Borough for such advanced time, the employee shall be required to reimburse the Borough for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report within the normal work shift.

D. It is understood that the employee must file an injury report with their department Head so that the Borough may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Borough may reasonably require the employee to present such certificate from time to time.

F. If the Borough does not accept the certificate of the physician designated by the insurance carrier, the Borough has the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

G. In the event the Borough appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputed the determination of the Borough appointed physician. Then the Borough and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Borough and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

H. If the Borough can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Borough.

ARTICLE XII  
SALARY PROVISIONS

A. The following base salaries shall be retroactive to January 1, 2012. For the purpose of determining placement on the salary scale, except as otherwise noted in Section C, the anniversary date of hire of the employee shall be the determinant. Anniversary date shall be understood to mean the date upon which the employee commenced regular, full time employment with the Borough Police Department.

B. These base salary rates reflect zero percentage increase over the 2011 salary rate, for 2012 but does include the salary adjustment for the elimination of shift differential per Art. XIX and the partial reduction of Personal Days per Art. VII. There is a zero percentage increase in 2013 but the salary rate does include the final reduction of 62 straight time hours of Personal Days per Art. VII.

C. There is an increase of 1.25% each year for 2014 and 2015 respectively, for all base salaries of employees covered by this agreement.

Officer Malinowski will be paid at Step 6 (Fourth Grade Patrolman) below effective 1/1/12 and move to Step 7 effective 4/1/12, his anniversary date, and increase or advance to the next step each year on his annual anniversary date to reach Step 10 on 4/1/2015.

Officer Reichelderfer will be paid at the rate indicated as being step 9 above effective 1/1/2012 and will move to Step 10 on 1/1/2013 his anniversary date.

All other employees who have reached top Patrolman salary shall receive the salaries as presented in the annual salary scale. Any new employee shall proceed through the salary Steps on their anniversary date of employment with the police department.

D. All changes in salaries shall be governed by the anniversary date of the employee.

E. The Chief of Police or Highest Ranking Officer within the Police Department will designate an officer to be on call. Said officer will be paid one hundred dollars (\$100.00) per weekend for each weekend of on call duty.

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Detective Sgt.	\$84,727.69	\$87,253.22	\$88,343.89	\$89,448.19
Sergeant	\$84,727.69	\$87,253.22	\$88,343.89	\$89,448.19
Top Patrolman (10)	\$77,436.18	\$79,744.37	\$80,741.18	\$81,750.44
Seventh grade Patrolman (9)	\$72,907.87	\$75,081.08	\$76,019.60	\$76,969.84
Sixth grade Patrolman (8)	\$68,379.56	\$70,417.79	\$71,298.02	\$72,189.24
Fifth grade Patrolman (7)	\$63,851.25	\$65,754.50	\$66,576.43	\$67,408.64
Fourth grade Patrolman (6)	\$59,322.93	\$61,091.21	\$61,854.85	\$62,628.04
Third grade Patrolman (5)	\$54,794.62	\$56,427.92	\$57,133.27	\$57,847.44
Second grade Patrolman (4)	\$50,266.31	\$51,764.64	\$52,411.69	\$53,066.84
First grade Patrolman (3)	\$45,738.00	\$47,101.35	\$47,690.11	\$48,286.24
Probationary Year (2)	\$41,209.69	\$42,438.06	\$42,968.53	\$43,505.64
Academy Recruit (1)	\$32,386.85	\$33,352.22	\$33,769.13	\$34,191.24

### ARTICLE XIII OVERTIME

A. Overtime refers to any time worked beyond the regularly scheduled hours of duty in any one day, in excess of thirty (30) minutes, when approved by the employee's on call supervisor as defined by Article XII C.

B. Overtime shall be paid at the rate of time and one-half.

C. Overtime will be paid at time and one-half to employees for attending training that is mandated by the Police Department, if said mandated training is attended outside of the employee's regularly scheduled work day.

D. Overtime shall be paid to a Detective of Police

E. Overtime shall be paid on the regular payday for the period in which such overtime was worked.

F. One hour of overtime will be paid to employees working during the shift when changing to Eastern Standard Time. Officers working while returning to Daylight Savings Time will lose one hour of pay.

G. Any employee who is assigned to the Critical Incident team of Camden County will be paid time and one-half up to eight (8) hours if the Unit is "activated". "Activated" – for the purposes of this agreement

“activated is defined as an active critical incident.” Overtime is excluded for critical incident team trainings, classroom activities or meetings.

H. Unless overtime pay is specifically requested by the employee within five (5) days of working the overtime hours, the Borough shall credit the employee with compensation time in lieu of overtime in compliance with The Fair Labor Standards Act Section 3(s)(1) (c), Section 7 (k). The hours credited as compensatory time shall be at the equivalent of time and one-half and may be accumulated up to a maximum of 480 hours after which all overtime work must be paid. Employees with any accumulated compensatory time may request from the Police Chief permission to use this time throughout the year as the work schedule permits, these requests shall not be unreasonably denied. Upon separation from service with the Borough the employee will be paid for any accumulated compensatory time that has accrued at the prevailing rate of salary at the time of separation from service.

#### ARTICLE XIV CALL IN TIME

A. Any employee who is directed and returns to work during periods other than his regularly scheduled shift shall be paid at the rate of time and one-half and shall be guaranteed a minimum of four (4) hours pay at an overtime rate, so long as said call-in is not contiguous with the employee’s regularly scheduled work day.

B. There shall be no compensation to employees for attending departmental meetings.

C. Employees shall be notified of any disciplinary action during their assigned shift. Hearing, meetings, etc. pertaining to this discipline may be held on off shift time. If the employee is found innocent or charges are withdrawn, the employee shall be reimbursed in full for off shift time spent attending these meetings.

ARTICLE XV  
ADDITIONAL PAY FOR COURT AND GRAND JURY

- A. 1. All employees covered under this agreement shall receive three hundred fifty dollars (\$350.00) each year of this agreement for Mt. Ephraim Municipal Court appearances.
- B. For the attendance of any court other than Mount Ephraim Municipal Court, employees shall be paid a minimum of three (3) hours of their regular salary.
- C. A Detective of Police shall be compensated for attending any court or Grand Jury in the same manner as any other employee as indicated in Article XV, Paragraph A and B.
- D. The additional pay referred to in this Article shall be distributed to those individuals entitled to said pay during the first pay period in December of each year. This shall be by separate check with the appropriate rates applied.
- E. Records of such off-duty court attendance shall be maintained by the Chief of Police. It is the responsibility of each employee to verify such records monthly.
- F. No employee covered under this Agreement shall suffer loss of pay when subpoenaed to perform jury duty.

ARTICLE XVI  
OTHER BENEFITS

- A. If an employee is charged with a violation of the law as a result of acts committed by him in the course of performing his duties, which action would entitle him to an attorney pursuant to Title 40A of the Statutes of New Jersey, then in that event, the Borough shall, with the advice of the Municipal Attorney, select an attorney to provide legal services to defend said employee, which attorney shall be reasonably satisfactory to the Borough, the Lodge and the employee. Arrangements for fees must be acceptable to the Borough and specified in a resolution adopted thereby.



B. 1. Any employee who attends school may be assigned a duty tour, which will enable him to attend classed regularly without interruption, only if it does not affect the efficient operation of the department and only with the approval of the Chief of Police. Time spent in attending said schools shall not be computed in the overtime provisions.

2. Officers who have earned academic degrees from accredited institutions shall receive the following stipends, payable each year after the passage of the municipal budget. This shall be by separate check with the appropriate rates applied.

Associates Degree \$500.00  
Bachelors Degree \$1000.00  
Masters Degree \$1500.00

C. With prior approval of the Chief of Police any employee attending a Police Academy or any other Police Training Academy and which course of instruction is recognized by the New Jersey Police Training Commission shall be compensated straight time pay to complete the course. Time spent in attending said course shall not be computed in the overtime provisions.

D. With prior approval of the Chief of Police, to use a personal car, the prevailing IRS mileage rate will be paid to the employee by the Borough for personal car use concerning job related business, including schools and seminars. The authority and direction must be obtained from the Chief of Police prior to the use of a personal car.

## ARTICLE XVII BEREAVEMENT LEAVE

A. In the event of a death of an employee's spouse, child, step-child, parents, step-parents, brother, sister, spouse's parents, or step-parents or a relative residing with said employee, or for a member of the employee's spouse's immediate family as defined by employees family above, the employee shall be granted forty (40) hours leave with pay, which must be taken consecutively and which must commence between the day of death and the day of the funeral.

B. In the event of a death of an employee or spouse's grandparents or grandchild, the employee shall be granted two (2) days leave with pay, which must be taken consecutively and which must commence between the day of death and the day of the funeral.

C. In the event of a death of an employee's or employee's spouse's uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin, or significant other, at the discretion of the Chief of Police, the employee shall be granted one (1) day leave with pay for the attendance at the funeral.

D. Additional days leave with pay may be granted pertaining to this Article upon approval of the Chief of Police or his designee.

E. Any vacation leave or any other compensatory time off falling within the time of bereavement period, shall not apply to any bereavement. Such compensatory time off shall be in addition to bereavement leave and credited to the employee.

F. The employee will notify the Chief of Police or his designee as to the date these leaves will commence.

G. The days indicated above will include any off workdays except as indicated in "E" above.

## ARTICLE XVIII GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

B. Nothing herein contained shall be construed as limiting the right of any employee of the Lodge having a grievance to discuss the matter informally with the Chief of the Department.

C. Definition – The term "Grievance" as used herein means a claim by any employee or the Lodge based upon an improper interpretation,

application or violation of the agreement, policies, or administrative decisions affecting them.

D. Presentation of a Grievance – In the presentation of a grievance, the Lodge or the aggrieved shall have the right to present their own appeal or to designate a Lodge Representative or Council to appear with them.

E. Steps of the Grievance Procedure – The following constitute the sole and exclusive method for resolving grievances between the parties covered by this agreement.

F. This agreement shall supersede Borough Ordinances, Chapter 17 Personnel Benefits.

#### STEP 1

1. The aggrieved or the Lodge shall institute action under the provision hereof in writing, signed, and delivered to the Chief of Police within ten (10) calendar days of the occurrence. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

2. The Chief of Police shall render a decision in writing within five (5) calendar days after receipt of the grievance.

#### STEP 2

1. In the event satisfactory settlement has not been reached, the aggrieved shall in writing and signed, file a complaint with the Director of Public Safety within five (5) calendar days after receipt of the complaint.

2. The Director of Public Safety shall render his decision within ten (10) calendar days after receipt of the complaint.

#### STEP 3

1. If the aggrieved disagrees with the decision of the Director of Public Safety, then the aggrieved may within ten (10) working days of receipt of the Director of Public Safety's decision, request in writing the services of an Arbitrator.

2. Within ten (10) working days after such written notice of request for Arbitration, the Borough and the aggrieved person (or representative) shall attempt to agree upon a mutually acceptable Arbitrator and obtain a commitment from said Arbitrator to serve. In the event the parties are unable to agree upon an Arbitrator or to obtain such a commitment within a specified period, a request will be made by the party or parties to the Public Employment Relations Commission to assign a person qualified to function as an Arbitrator in the dispute in question. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of the Arbitrator.

3. The Arbitrator shall render a decision in writing within thirty (30) days after the completion of the Arbitration proceedings. Only the Borough and the aggrieved person (or representative) shall be given copies of the Arbitrator's decision. The decision of the Arbitrator shall be binding on both parties.

4. Each Party shall bear the total cost incurred by them. The parties will share fees and expenses of the Arbitrator equally.

G. Upon prior notice to and authorization of the Borough, the designated Union Representatives shall be permitted as members of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein, during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of off-duty employees.

H. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

ARTICLE XIX  
SHIFT DIFFERENTIAL

As of the effective date of this agreement, there will no longer be payments made for working particular shifts commonly know as a shift differential. In lieu of this shift differential provision, the annual base salary that had been in effect on 12/31/11 shall be adjusted to indicate the following: all Sergeants base salary will be increased by \$3,000 and for all Patrolmen there shall be an increase of \$2,000 which is reflected in each of the Patrolman's salary step scale and in the salary rates shown in Article XII.

ARTICLE XX  
EXCUSED FROM DUTY

Employees covered by this contract who are duly elected and authorized representatives in the F.O.P. will be excused from work to attend State or National Conventions of the aforesaid organization pursuant of N.J.S.A. 40A:14-177 upon the written application by the employee certifying his position in the organization signed by the president of the local organization.

ARTICLE XXI  
PAY DAY

The Borough agrees to establish regular paydays on alternating Thursdays.

ARTICLE XXII  
CRITICAL INCIDENT

If any employee is involved in a critical incident situation, he/she may be granted days off with pay at the discretion of the Chief of Police.

ARTICLE XXIII  
SEPARATION

A. Voluntary

1. Resignation – If an employee submits his or her resignation in writing at least two (2) weeks in advance of the last work day, that employee is entitled to be paid for any earned and unused vacation time, personal day leave bank and compensatory time at the then hourly base pay rate. If the employee separates and leaves work without the above notice, the employee shall only be entitled to be paid for any earned and unused compensatory time. The Board of Commissioners shall determine whether or not the employee is to be paid for any earned and unused vacation time and/or personal day leave bank.

2. Retirement – An employee is required to notify the Borough of any application for retirement to the NJ Pension system and at least 30 days in advance, advise of the final date of work. Upon retirement, whether normal or disability, through the NJ Pension system, an employee is entitled to be paid for any earned and unused vacation time, personal day leave bank, compensatory time and (12) hours pay for each twenty-four (24) hours of accumulated unused sick time at the then hourly base pay rate.

B. Involuntary

1. Lay off, Disbandment, Merged – In the event an employee is laid off, the police department is disbanded or merged into another department, he or she shall be paid for any earned and unused vacation time, personal time and compensatory time at the then hourly base pay rate. Such lay off shall be made in reverse order of seniority starting with officers with the least amount of time with the department being laid off first. The Borough shall give any employee losing his/her job at least forty-five (45) day's notice, or in lieu of such notice, pay the employee for the equivalent of forty-five (45) day's (one and one-half months) salary. In addition, the Borough shall pay the employee one and one-half month's salary as severance pay. For the purposes of this section, one and one-half month's pay shall consist of two hundred forty (240) hours pay at the employee's then hourly base pay rate.

2. Discharge – If an employee is discharged for cause, the employee shall only be entitled to be paid for any earned and unused

compensatory time. The Board of Commissioners shall determine whether or not the employee is to be paid for any earned and unused vacation time and/or personal day leave bank

ARTICLE XXIV  
TERM AND RENEWAL

A. This contract shall cover the period of January 1<sup>st</sup> 2012, to midnight December 31, 2015.

B. Negotiations for the extension of a new agreement shall begin no later than September 1<sup>st</sup> 2015

C. This agreement shall not be modified in any way during its term with out the written consent of both parties.

D. This agreement represents the complete and final understanding on all bargain able issues between the Borough and the Employees Union, except for existing past practices, policies and procedures.

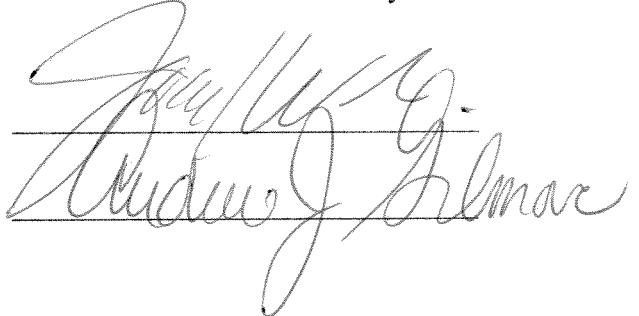
E. This agreement shall continue to bind the parties during any period beyond December 31<sup>st</sup> 2015, until such time as a successor agreement is signed between the parties as per NJSA 34:13A.

Fraternal Order of Police  
Lodge 76/New Jersey  
Fraternal Order of Police  
Labor Council



Two handwritten signatures in black ink, one above the other, positioned over horizontal lines.

Borough of Mount Ephraim  
a Municipal Corporation  
of the State of New Jersey



A large, stylized handwritten signature in black ink, positioned over horizontal lines.

Attest



A handwritten signature in black ink, positioned over horizontal lines.

SCHEDULE A

UNIFORM LIST

SECTION A.

UNIFORM AND EQUIPMENT LIST WHICH SHALL BE ISSUED TO NEW PERSONNEL:

UNIFORM

- \* One (1) Hat with Chin Strap
- \* Two (2) Class A Long Sleeve Shirts
- \* Three (3) Ties
- \* Two (2) Class A Short Sleeve Shirts
- \* Two (2) Class A Trousers
- \* Three (3) BDU Uniform Pants, Class B
- \* Three (3) Long Sleeve BDU Shirts, Class B
- \* Three (3) Short Sleeve BDU Shirts, Class B
- \* One (1) Class B Uniform Hat
- \* One (1) Pair of Shoes
- \* One (1) Chill Chaser Jacket
- \* One (1) Leather Winter Coat
- \* One (1) Pair of Winter Gloves
- \* One (1) Body Armor
- \* One (1) Raincoat with Hat Cover

EQUIPMENT

- \* One (1) Hat Badge
- \* One (1) Snake for Hat
- \* One (1) Breast Badge for Uniform Shirt
- \* One (1) Breast Badge for Jacket/Coat
- \* One (1) Pair of Collar Devices
- \* One (1) Name Plate
- \* One (1) Tie Bar
- \* One (1) Same Browns Gun Belt with Keepers
- \* One (1) Garrison Belt
- \* One (1) Holster
- \* One (1) Ammo Pouch
- \* One (1) Handcuff Case
- \* One (1) Oleoresin-Capsicum Spray Holder



SECTION B

UNIFORM AND EQUIPMENT LIST WHICH SHALL BE ISSUED TO PERSONNEL  
UPON PROMOTION:

- \* One (1) Hat Badge (upon return of old hat badge)
- \* One (1) Breast Badge (upon return of old breast badge)
- \* Three (3) Shirts of Employee's Choosing

2012-2013  
Police Salaries

<b>NAME</b>	<b>2012 ANNUAL SALARY</b>	<b>2013 ANNUAL SALARY</b>
Beach, Michael J.	\$ 77,436.18	\$ 79,744.37
Dobleman, Jason E.	\$ 77,436.18	\$ 79,744.37
Errigo, William R.	\$ 84,727.69	\$ 87,253.22
Malinowski, Mitchell S.	\$ 63,851.25	\$ 65,754.50
Perna, Danielle L.	\$ 77,436.18	\$ 79,744.37
Reichelderfer, John	\$ 72,907.87	\$ 79,744.37
Schaeffer, Michael	\$ 77,436.18	\$ 79,744.37
Severance Jr. Gregory S.	\$ 77,436.18	\$ 79,744.37
Siefert, Brandon C.	\$ 84,727.69	\$ 87,253.22
Sullivan, Kevin M	\$ 77,436.18	\$ 79,744.37
<b>Totals</b>	<b>\$ 770,831.58</b>	<b>\$ 798,471.53</b>