

AGREEMENT OF TERMS OF EMPLOYMENT
BETWEEN
THE BOROUGH OF HADDON HEIGHTS,
A MUNICIPAL CORPORATION,
A-N-D
SERGEANTS, DETECTIVES, AND PATROLMEN
OF THE
BOROUGH OF HADDON HEIGHTS

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RESOLUTION

RESOLUTION REGARDING AGREEMENT OF TERMS OF EMPLOYMENT
BETWEEN THE BOROUGH OF HADDON HEIGHTS, A MUNICIPAL
CORPORATION AND SERGEANTS, DETECTIVES AND PATROLMEN
OF THE POLICE DEPARTMENT OF THE BOROUGH OF HADDON HEIGHTS

WHEREAS, the police contract expired 12/31/91, and

WHEREAS, there has been an "Agreement of Terms of
Employment between the Borough of Haddon Heights, a Municipal
Corporation and the Sergeants, Detectives and Patrolmen of the
Police Department of the Borough of Haddon Heights", and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council
of the Borough of Haddon Heights that the 3-year police contract be
approved as attached.

ADOPTED: _____

ATTEST: _____
Joan Young, Borough Clerk

Robert J. Battersby, Mayor

ARTICLE I.

RECOGNITION

The Borough, pursuant to Public Employment Relations Commission Docket No. RO-90-24, recognizes P.B.A. Local #328, for the purpose of collective negotiations for all police employees employed by the Borough, including Patrolmen, Sergeants, Detectives, but excluding the Captain, Chief, Crossing Guards Dispatchers, and all other employees employed by the Borough, Professional Employees, Non-Police Employees, Managerial Executives, Confidential Employees, Firefighters, Craft Employees and Supervisors within the meaning of New Jersey Employer-Employee Relations Act.

ARTICLE II.

MANAGEMENTS RIGHTS

The Borough hereby retains and reserves unto itself, without limitations, 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. To the executive management the 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 employees;

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

The exercise of the foregoing powers, rights, authority, duties and 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 hereof and then only in so far as they are in conformity with the Constitution and Laws of New Jersey and of the United States.

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

ARTICLE III.

TERM OF AGREEMENT

This agreement shall apply from January 1, 1992 through December 31, 1994, a period of three (3) years.

ARTICLE IV.

SALARY PROVISIONS

The wage scale shall be as follows:

	<u>SERGEANT</u>	<u>DETECTIVE</u>	<u>PATROLMAN (SR. GRADE)</u>	
a.	\$36,391.92	\$35,184.58	\$34,432.50	Effective 1/1/92
b.	\$38,575.44	\$37,295.65	\$36,488.91	Effective 1/1/93
c.	\$40,889.96	\$39,533.39	\$38,678.24	Effective 1/1/94

Patrolmen employed by the Borough for less than four (4) years shall be paid as follows:

- a. FIRST YEAR - 85% of Senior Grade of Service
- b. SECOND YEAR - 90% of Senior Grade, Commencing on first anniversary of employment
- c. THIRD YEAR - 95% of Senior Grade
- d. FOURTH YEAR - 100% of Senior Grade (TOP PAY)

Any new employee employed with the Borough, who has a minimum of two (2) full years of police service, shall be paid at the Second Year Patrolman rate.

ARTICLE V.

LONGEVITY

Each member covered by this Agreement shall receive longevity compensation as follows:

- a. After five (5) years of service 2% of base pay
- b. After ten (10) years of service 3% of base pay
- c. After fifteen (15) years of service 4% of base pay
- d. After twenty (20) years of service 6% of base pay

Longevity payment shall be made on the last pay day in November and shall be based upon completed years of service as of December 31 of that year. At the Officer's sole option, longevity may be included in salary after twenty (20) years of service; provided, however, that the officer serves written notice on the Borough of the exercise of the said option at least fifteen (15) months prior to his retirement date.

ARTICLE VI.

VACATION

Employees shall be granted vacation leave as follows:

- a. After one (1) year of completed service and up to four (4) years of completed service - 2 weeks vacation
- b. After five (5) years of completed service and up to nine (9) years of completed service - 3 weeks vacation
- c. After ten (10) years of completed service and up to fourteen (14) years of completed service - 4 weeks vacation
- d. After fifteen (15) years of completed service and up to nineteen (19) years of completed service - 5 weeks vacation

After twenty (20) years of completed service, one (1) additional day per year, with a maximum of five (5) days, will be granted.

1. New Jersey Blue Cross, Blue Shield, Rider J, and Major Medical.
2. CIGNA Health Plan
3. Health Maintenance Organizations (HMO'S)
4. Preferred Provider Organization (PPO)
- 5.
- 6.

Said plans will continue at present coverage or may be upgraded to a higher coverage at a later time.

The borough shall also provide officers and their dependents with a Prescription Plan, Dental Plan, and Eye Care Plan at no cost to the officer or his or her dependents. Members retiring during the term of the agreement shall be provided with same Prescription Plan, Dental Plan, and Eye Care Plan at no cost to the individual retiring or his or her eligible dependents. Said coverage shall be provided for said officer and eligible dependents until death.

Said agreed plans will be:

1. Prescription Plan - Principal Financial Group
PCS Card - Plan B \$3.00 Co-Pay
2. Dental Plan - Delta Dental Preferred - Plan C or
Oracare - Employee has choice of which plan
3. Eye Care Plan - Vision Service Plan - Plan A Non-
Deductible Plan

The borough shall also provide each employee coverage for Yearly Complete Physicals, to include Eye Examination, Blood Work, Electrocardiogram (E.K.G.), Stress Test, X-rays, Hearing Test, and Urinalysis.

The borough shall also provide cost coverage for any employee of the Police Department who shall suffer from a serious communicable disease and shall be treated with rebuttable presumption that the disease was contracted on the job. Police, hospital and physician records to be used to verify.

ARTICLE IX. COURT

For any day or night in any Municipal Court while not on duty, each member of the Police Department who appears in one or more matters, after being subpoenaed to any Municipal Court stemming from an incident occurring while in the performance of duty, therein shall receive Fifty Dollars (\$50.00) in 1992 for court compensation.

Effective January 1, 1993, the said officers shall receive Sixty Dollars (\$60.00) court compensation.

Effective January 1, 1994, the said officers shall receive Sixty Dollars (\$60.00) court compensation.

a. For any attendance in County, State or Federal Court, which requires both morning and afternoon attendance, the Borough shall provide a meal allowance in an amount not to exceed Fifteen Dollars (\$15.00). In addition, for any attendance in County, State or Federal Court, the Borough shall provide reasonable parking costs, plus one (1) day off, or a day's wages, as per the officer's choice; for time other than Municipal Court when in Court on own

time. Where an officer is placed on a stand-by status for any length of time, while not on-duty, same shall receive Fifty Dollars (\$50.00) per day.

b. Any officer who, on the evening shift, testifies after completion of his or her shift, shall receive overtime.

c. Any officer required to attend court after completion of any overtime assignment shall receive overtime for the amount of time spent in court.

d. It is understood that a minimum of two (2) officers will be on patrol duty during any Municipal Court Session.

ARTICLE X. CLOTHING EXPENSE

Each member of the Police Department covered by this contract, shall receive from the Borough, an allowance of Seven-Hundred and Fifty-Dollars (\$750.00) for the 1992 year for the purchase of uniforms, equipment, and maintenance.

a. The Uniform Purchase/Maintenance amount will be Eight-Hundred and Fifty Dollars (\$850.00) effective January 1, 1993.

b. The Uniform Purchase/Maintenance amount will be Nine-Hundred and Fifty Dollars (\$950.00) effective January 1, 1994.

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.

In order to maintain uniformity throughout the Department, all uniforms and accessories shall be purchased from the supplier designated by the Chief of Police.

ARTICLE XI. REPLACEMENT OF UNIFORMS AND PERSONAL PROPERTY

The Borough shall replace damaged uniform, or part of, or equipment damaged while in the performance of duty, which is non-serviceable, with no deduction from the officer's clothing expense allotment. The Borough shall also replace any personal property of any officer of this department, damaged while in the performance of duty to include, but not limited to: watch, eyeglasses, contact lens, sunglasses and off-duty weapon.

Any restitution ordered by a Court of Law shall be given to the officer, if replacement has not been made by the Borough. If replacement has been made, the restitution shall be surrendered to the Borough.

ARTICLE XII.

PERSONAL DAYS

Each member covered under this contract shall receive for the year 1992, seventeen (17) personal days; for the year 1993, seventeen (17) days; and for the year 1994, seventeen (17) days. These days to be used at the discretion of the officer, with the approval of his/her shift supervisor.

Any unused Personal Days to be sold back to the Borough at a per diem rate. As of September First of each contract year, notification to be made to the Payroll Department of Intention to sell back unused Personal days by each officer.

ARTICLE XIII.

USE OF PERSONALLY-OWNED VEHICLE

In accordance with the Ordinance fixing the salaries and compensation to be paid to the officers and employees of the Borough of Haddon Heights, any member of the Police Department who, at any time shall use his own automobile on police business, shall be reimbursed for operation expenses, at the rate established in said Ordinance, that being the current I.R.S. rate.

Effective January 1, 1992, the reimbursement rate, in accordance with I.R.S. figures will be twenty-seven and one half cents (\$.27 1/2) per mile. Reimbursement rate will reflect any change in the I.R.S. rate at the start of each calendar year covered by this Agreement.

ARTICLE XIV.

OVERTIME PROVISIONS

In accordance with the Ordinance fixing the salaries and compensation to be paid to the officers of the Police Department, overtime shall be paid for any time worked over and above the policeman's regular schedule, excluding Court Time. The hourly rate of overtime shall be calculated by dividing the Policeman's annual salary by 2080 hours and multiplying the result by one and one half (1 1/2).

a. Any assignment, while not on regular duty, shall be treated as overtime for the number of hours specified.

This to include, but not limited to, Board of Education functions, athletic or social events, bank duty and traffic control situations.

b. For any officer of the Police Department, time and one-half shall be paid for any time worked during all Borough Holidays, as established by Mayor and Council. These holidays to include:

- New Year's Day
- Martin Luther King's Birthday, Observed
- President's Day
- Good Friday
- Easter
- Memorial Day Observed
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving AND Friday After Thanksgiving
- Christmas

c. The exception being, that if the Borough Officers are closed for any other days, other than an emergency, the officers scheduled to work will be paid at the overtime rate. The hourly rate of time and one-half shall be calculated by dividing the officer's annual salary by 2080 hours and multiplying the result by one and one-half.

ARTICLE XV. INJURY ON DUTY (I.O.D.)

Officers injured in the line of duty shall be fully compensated for a period of one (1) year or until certified "fit for duty" by a physician selected by the Borough or by the Worker's Compensation Carrier, whichever event occurs first.

Officers receiving injury compensation shall be subject to reporting for light duty if required by the Chief of Police after certification of same by a physician selected by the Borough.

Such periods of salary payment to any officer injured in the line of duty shall be governed by the New Jersey Worker's Compensation Laws. In consideration of the full compensation paid by the Borough, the officer shall turn over the Worker's Compensation temporary disability check to the Borough.

The Borough shall have the right to order a physical examination by any licensed osteopathic physician, medical doctor, or specialist, as it deems necessary, of any injured officer. The costs of any such examinations will be the obligation of the borough.

ARTICLE XVI. TERMINATION OF SERVICE

Notwithstanding anything to the contrary, an officer who terminates service with the Borough shall be entitled to receive, at his sole option, payment in one lump sum for any cumulated and unused vacation, personal, and sick leave subject to the maximum cumulation of and deductions from any said leave provided by this Agreement.

ARTICLE XVII. CONTRACT COVERAGE

This agreement shall not apply to any individual in the employment of the Borough of Haddon Heights in any capacity, other than:

- a. Sergeant
- b. Detective
- c. Patrolman

and any such service other than Sergeant, Detective, and Patrolman, shall not be counted in regards to any benefits due hereunder.

ARTICLE XVIII. DURATION

Upon approval by both parties, this Agreement shall be effective and retroactive from January 1, 1992 through December 31, 1994, a period of three (3) years.

ARTICLE XIX. AGENCY SHOP ACT

SECTION 1. The employer agrees to deduct an amount equal to eighty-five percent (85%) of the annual regular dues, fees and assessments charged by the P.B.A. to its regular members, less the cost of any member only benefits provided by such fees in accordance with NJSA 34:13A-5.5 - 5.8.

- a. One and one-half percent (1 1/2%) of their hourly rate for the 3:00 pm to 11:00 pm shift and the 11:00 pm to 7:00 am shift;
- b. Effective January 1, 1993, two percent (2%) of their hourly rate for the aforementioned shifts worked;
- c. Effective January 1, 1994, two and one-half percent (2 1/2%) of their hourly rate for the aforementioned shifts worked.

Shift differential is to be calculated by multiplying two-thirds (2/3) of the officer's yearly salary by the pertinent percentage as listed previously.

Shift differential payment shall be made on a bi-annual basis, to be paid on the last pay day in June and the last pay day in December.

- d. If an officer's shift is changed for the convenience of the Borough, and in the process is moved from a higher paying shift to a lower paying shift, he will receive the shift differential for the shift he would have normally worked.

ARTICLE XXIV. SPECIAL LEAVES OF ABSENCE

SECTION 1. MILITARY LEAVE

Any officer of the Police Department who is a member of the Organized Reserve of the Army of the United States, Naval Reserve, United States Air Force, or United States Marine Corps Reserve or other Organizations affiliated herewith is entitled to leave of absence from his respective duty without loss of pay or time on all days on which he is engaged in training. A full pay shall be paid.

a. NATIONAL GUARD - All full time employees of the Police Department who are members of the organized military are entitled to leave of absence from their respective duties, without loss of pay or time, on all days during which they are engaged in active duty. Active duty for training, or other duties ordered by the Governor. Only differential pay, the difference between full pay and that received from the military training will be paid.

b. VACATION LEAVE - The aforementioned leaves will be in addition to regular allowed vacation leave.

SECTION 2. DEATH LEAVE

In addition to Personal Days, the following shall be available:

a. In the case of death in an employee's immediate family, payment for absence will be approved. Ordinarily, such approval will not exceed three (3) days, but may, under special circumstances, be extended, at the discretion of the Personnel Committee. Immediate Family shall be understood to mean the employee's parents (or a relative who has taken the place of a parent), husband, wife, child, step-children, brothers, sisters, or a relative or an in-law who lives in the same household with the employee or the parents of the employees spouse.

b. In the case of death of a relative not in the immediate family nor residing in the same household with the employee or in the case of death of an in-law not residing in the same household with the

employee, an employee may be excused, with pay for all of a scheduled working day in order to attend the funeral. Ordinarily, the maximum time excused should not exceed one (1) day.

SECTION 3. POLICE ORGANIZATIONS REPRESENTATIVES

Employees covered by this Agreement, who are duly elected and authorized representatives of P.B.A. Local #328, will be excused from work to attend State or National Conventions/Meetings of the said organization pursuant to N.J.S.A. 40A:14-177, upon written request by the employee certifying his position in the organization, signed by the President of the local organization.

ARTICLE XXV. GRIEVANCE PROCEDURE

A. PURPOSE

It is the policy of the Borough and the members that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlements at any step shall bind the immediate parties to the settlement, but shall not be precedent in a later grievance proceeding.

B. DEFINITIONS

The term "Grievance" means a complaint or claim that there has been an improper application, interpretation or violation of this Agreement, any Borough policy governing the members of any Administration's decision affecting any member or members of this department.

A "Policeman" is any full-time person in the unit covered by this Agreement.

An "Aggrieved Party" is the policeman or group of policemen who submit a grievance or on whose behalf it is submitted.

C. SUBMISSION OF GRIEVANCE

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of the Agreement involved in the grievance, the time when and place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person (s) responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

A policeman or group of policemen may submit grievances which affect them personally and shall submit such grievances to the Chief of Police.

D. GRIEVANCE PROCEDURE

The Chief of Police shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Chief of Police or if no response is received within one (1) calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Mayor and Council. The Mayor and Council or its designated Council Members shall, upon request, confer with the aggrieved parties with respect to the

grievance and shall deliver to the aggrieved parties a written statement of its position with respect to it no later than two (2) weeks after it is received by them.

E. RIGHTS OF EMPLOYEES

Any aggrieved person may be represented at all formal steps of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association (P.B.A. Local #328).

If the employee is dissatisfied with the decision of the Mayor and Council, the employee or the Association may request the appointment of an arbitrator; such request to be made known to the Chief of Police no later than forty-five (45) days after the decision in writing of the Mayor and Council was made known to the employee or his representative.

F. PROCEDURE

The following procedure will be used to secure the service of an arbitrator:

a. A joint request will be made to the Public Employees Relations Commission (hereinafter referred to as PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names.

c. If the parties are unable to determine within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.

d. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Borough. The recommendations of the arbitrator will be binding on both parties. Only the Mayor and Council and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations.

Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the aggrieved policeman to proceed to the next step.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

It is understood that policeman shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance and any effect thereof shall have been fully determined.

ARTICLE XXVI.

MUTUAL EXCHANGE

Each member of this contract shall be able to exchange a scheduled tour of duty with another member for such reasons as attending schools or personal reasons, providing that shift supervisors of both members are aware and approve.

ARTICLE XXVII. TRAINING DAYS

When attending any police related schools, seminars, or in-service training sessions, while off duty and officially assigned, that member shall be paid at the overtime rate aforementioned in this Agreement for the actual time spent, with a minimum of four (4) hours compensation per day, thereby eliminating the previous use of an Administration Day.

ARTICLE XXVIII. AGREEMENT BETWEEN PARTIES

The Borough, pursuant to Public Employment Relations Commission, recognizes the Policeman's Benevolent Association Local #328 for the purposes of Collective Negotiations for all employees employed by the Borough of Haddon Heights, but excluding the Chief of Police, Captain, Dispatchers, Crossing Guards, and all other employees employed by the Borough, professional employees, non-police personnel, confidential employees, firefighters and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

ARTICLE XXIX. RETENTION OF BENEFITS

All the powers, rights, duties, responsibilities, benefits and authority that the parties had prior to the signing of this Agreement are retained by the parties, except those and only to the extent that they are specifically modified by this Agreement, and are not contrary to Public Policy, nor a law of the State of New Jersey.

ARTICLE XXX. ADEQUATE MANPOWER

It is agreed that on each eight hour (8) shift, commonly referred to as "Day, Evening and Night Shift", a minimum of two (2) officers will be on patrol duty; not to be part of any dispatch assignment or duty.

ARTICLE XXXI. TRAINING AMMUNITION

It is agreed that practice ammunition will be issued in accordance with the needs of the members in order that the employees may be given the privilege of practicing with their service weapon. During the course of the year, one hundred (100) rounds will be issued to each officer. Additional ammunition will be supplied for required weapon qualification.

This Agreement shall constitute the entire Agreement reached between the parties.

DATED: _____

ATTEST: _____
Joan Young, Borough Clerk

Robert J. Battersby, Mayor

We, the undersigned, as members of the Police Department of the Borough of Haddon, hereby agree to be bound by the terms of this Agreement.

Robert A. Griffith
Detective Sergeant

Mark T. Styles
Patrolman

Lynn C. Blackburn
Sergeant

Edward T. Downs, Jr.
Patrolman

Ronald S. Shute
Sergeant

Joseph T. Downs
Patrolman

Theodore S. Taylor
Sergeant

Richard H. Norcross
Patrolman

Ralph E. Cuthbert
Sergeant

John Norcross
Patrolman

Marshall G. Simmons
Patrolman

David D. McWilliams
Patrolman

Joseph Sack
Patrolman

Salvatore Giambrone
Patrolman