

2603

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BOROUGH OF MERCHANTVILLE
AND
THE MERCHANTVILLE POLICE DEPARTMENT
AND
THE FRATERNAL ORDER OF POLICE LODGE NO.3
January 1, 1994 through December 31, 1996

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - Recognition	2
ARTICLE II - Management Responsibility	3
ARTICLE III - Period of Agreement	5
ARTICLE IV - Exchange of Hours of Duty or Days of Duty	6
ARTICLE V - Working Conditions	7
ARTICLE VI - Holidays	9
ARTICLE VII - Annual Vacation	10
ARTICLE VIII - Sick Leave	12
ARTICLE IX - Military Leave	14
ARTICLE X - Leave of Absence Without Pay	15
ARTICLE XI - Other Lost Time	16
ARTICLE XII - Pay Days	17
ARTICLE XIII - Provision of Meals	18
ARTICLE XIV - Traveling Expenses	19
ARTICLE XV - Wage and/or Salary	20
ARTICLE XVI - Hospitalization and Medical-Surgical Programs	21
ARTICLE XVII - Retirement	23
ARTICLE XVIII - Life Insurance	26
ARTICLE XIX - Hiring	28
ARTICLE XX - Loss of Pay and Suspensions	29
ARTICLE XXI - Grievance Procedure	30
ARTICLE XXII - Overtime	35
ARTICLE XXIII - Disciplinary Action By Chief	37
ARTICLE XXIV - Police Bill of Rights	38
ARTICLE XXV - Severance Benefits	41

ARTICLE XXVI - Severability	42
SCHEDULE A	44
SCHEDULE B	46

AGREEMENT made and entered into this day of
1994, between the Borough of Merchantville, a municipal
corporation of the State of New Jersey, hereinafter called the
"Borough," and the Fraternal Order of Police, Garden State Lodge
No. 3, an unincorporated labor organization, hereinafter called
the "Lodge."

W I T N E S S E T H :

WHEREAS, the Lodge has been certified by the Public
Employment Relations Commission of the State of New Jersey as a
collective bargaining agent for certain Police Department
employees employed by the Borough and parties hereto have
negotiated pursuant to the provisions of Chapter 303 of the
Public Laws of 1968 and desire to reduce their understandings to
written form:

NOW, THEREFORE, in consideration of the mutual promises and
agreements of the parties hereto, it is mutually agreed as
follows:

ARTICLE I - RECOGNITION

SECTION 1. - The Borough hereby recognizes the Lodge as the exclusive representative for the unit of employees, as hereinafter defined, for the purpose of collective bargaining with respect to wages and terms and conditions of employment during the term of this Agreement.

SECTION 2. - The term "Employee" as defined in this Agreement means Detectives, Senior Officer, Sergeants, Detective-Sergeants, and Patrolmen, and the term "Borough" means the Mayor and Borough Council.

SECTION 3. - Employees shall retain all civil rights under New Jersey State and Federal Law.

SECTION 4. - This Agreement shall not be changed or amended except by mutual agreement, reduced to writing and duly executed by the parties thereto.

SECTION 5. - This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings, either oral or written, other than those expressly set forth herein.

SECTION 6. - All working procedures, administrative procedures and directives, unless otherwise contained in this Agreement, are to be strictly adhered to as imposed by the Borough of Merchantville, New Jersey, and prescribed by "past practices."

ARTICLE II - MANAGEMENT RESPONSIBILITY

SECTION 1. - The management of the Police Department, the direction and control of personnel, including the assignment of personnel and the determination of size of the working force, are the sole responsibility of the Borough. The Borough shall have the right to exercise full control and discipline in the interest of providing protection for the safety and welfare of the persons and property of the Borough.

SECTION 2. - Borough shall exercise the right of assignment of personnel to specific shifts or duty hours after consultation with the Chief of Police.

SECTION 3. - It shall be the responsibility of the Borough to provide a lawyer, if during the course of an employee's duties an employee becomes in need of any legal services. It shall also be the responsibility to pay any legal fees if the employee chooses to engage a lawyer of his choice as long as the choice is of comparable money value in legal fees.

SECTION 4. - All damaged or worn uniforms shall be reported to the Chief of Police or his Designate. Such replacements as are necessary shall be ordered and obtained expeditiously. Bullet proof vests shall be replaced upon expiration of the manufacturer's warranty. Each officer shall designate the particular vest to be purchased. Replacement vests purchased by the Borough shall be made by one of the following companies: Point Blank; Second Chance; or Safari Land. Such vests shall

have a minimum threat level of two (2), with removable panels and a shock plate. A minimum of two (2) carriers shall be issued to each officer and replaced as necessary.

ARTICLE III - PERIOD OF AGREEMENT

SECTION 1. - This Agreement shall cover the period from 12:01 a.m., January 1, 1994 to 12:00 midnight, December 31, 1996.

SECTION 2. - Articles and schedules contained herein shall be retroactive to January 1, 1994, except as specifically noted in this Agreement.

SECTION 3. - Negotiations or renewal of this Agreement or for the execution of a new Agreement, including wages and salaries, shall begin on or about September 15, 1996 with the exception of Section 6.

SECTION 4. - All provisions and inclusions of this Agreement shall continue in force until a new Agreement is agreed upon and ratified by the employees and the Borough.

SECTION 5. - This Agreement is subject to all applicable ordinances of the Borough of Merchantville, and the laws of the State of New Jersey.

SECTION 6. - It is understood by both parties that if during the life time of this Agreement, that any legislative act or Governor's action resulting in relief from budget limitations which apply to Law Enforcement, will generate grounds to reopen contract negotiations. The issues to be discussed under the renegotiations will be addressed to the benefits identified in the existing Agreement and possible future benefits at the earliest opportunity, not to exceed the month of September in all years of this Agreement.

ARTICLE IV - EXCHANGE OF HOURS OF DUTY OR DAYS OF DUTY

SECTION 1. - The Chief of Police shall post every 20th day of each month a duty roster to be followed during the ensuing monthly period, and a copy shall be given to the Director of Police at such time.

SECTION 2. - The term "Chief" shall mean the Chief of Police, or in his absence, the Acting Chief of Police. The term "Director" shall mean the Director of Police, or in his absence, a member of the Police Board.

SECTION 3. - Trading shifts, or working hours, or work days is permissible, so long as the Chief and/or Director are aware of the change in advance, and so long as they have no objections to such trade.

SECTION 4. - The Borough shall not be obligated to pay any additional money by virtue of any such exchange.

SECTION 5. - It shall be the duty of each employee to fill in a daily time log each day of every week, and the same shall be approved by the shift supervisor and the Chief. Any days off for illness, or for any other reason, shall be noted thereon. Any exchange of duty with another officer shall be noted. The Chief shall note his prior approval of any such exchange on the time card, and the card will be turned over to the Borough Clerk prior to his issuing a payroll check.

ARTICLE V - WORKING CONDITIONS

SECTION 1. - The work week shall be a seven day period commencing at 12:01 a.m. Saturday and ending at 12:00 midnight of the following Friday. The regular work week for all employees shall be forty (40) hours per week. This time shall consist of five (5) shifts of eight (8) hours each. There shall be a minimum of sixteen (16) hours break between each shift worked by each employee when not in conflict with Section 4.

SECTION 2. - The work day shall be composed of three (3) shifts. The second shift shall begin at 8:00 a.m. and end at 4:00 p.m. The third shift shall begin at 4:00 p.m. and end at 12:00 midnight. The first shift shall begin at 12:00 midnight and end at 8:00 a.m.

SECTION 3. - Personnel shall be required to report for duty ten (10) minutes prior to the start of their shifts, for the purpose of receiving information from the shift that is ending. This time shall not be construed as working time and the Borough shall be under no obligation to pay or compensate the employees for this time. No employee shall be subject to any loss of pay for failure to report during this ten (10) minute period or the first minute after the hour his shift commenced. However, failure to report during this said period may result in other disciplinary measures.

SECTION 4. - If an employee is called in for extra duty such as potential emergency situation, that employee will be paid at

time and a half. This provision shall be subject to the provisions established under Article XXIII.

SECTION 5. - Any attendance in court during an employee's normal duty hours shall be considered to be part of that employee's duty. Employees will be paid overtime for Court appearances not during normal duty hours at the rate of time-and-one-half ($1\frac{1}{2}$). This provision shall be subject to the provisions established under Article XXIII.

SECTION 6. - All days that are regularly scheduled as non-working days, so as to comply with the forty (40) hour work week, shall be scheduled consecutively. A minimum of two hours overtime shall be paid to an employee in the case of call back or court time.

ARTICLE VI - HOLIDAYS

SECTION 1. - For the term of the contract, the following days shall be recognized as holidays:

New Years Day	Labor Day
Presidents Day	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

In addition, employees shall receive four (4) personal option days. The total number of holidays shall be thirteen (13).

SECTION 2. - Employees shall be awarded the above holidays as follows: Seven days prior to May 1, and the remainder may be taken after May 1. A new employee hired after January 1 shall have his personal holidays prorated accordingly.

SECTION 3. - Any such days, if not used as holiday leave during the calendar year, may be carried over to the next year, provided that any such days must be taken by March 31 of the following year, or such time limit may be extended by the request of the Director.

ARTICLE VII - ANNUAL VACATION

SECTION 1. - Annual paid vacation shall be granted to each employee in accordance with the following schedule:

Less than six months	None
After six months but less than one year.....	One Week
After one year but less than five years.....	Two Weeks
After five years but less than six years.....	Two Weeks & Three days
After six years but less than seven years.....	Two Weeks & Four days
After seven years but less than thirteen years.....	Three Weeks
After thirteen years but less than fourteen years.....	Three Weeks & One day
After fourteen years but less than fifteen years.....	Three Weeks & Two days
After fifteen years but less than sixteen years	Three Weeks & Three days
After sixteen years but less than seventeen years	Three Weeks & Four days
After seventeen years	Four Weeks

SECTION 2. - The number of employees who shall be on vacation at any time, shall be determined by the Chief and/or Director and such vacation time shall not interfere with the needs of the Police Department or those of the Borough of Merchantville.

SECTION 3. - Employee's may, at their option, use their vacation time one day at a time. Taking of the vacation day cannot interfere with the needs of the Police Department of the

Borough. The employee must submit notice 14 days prior to the taking of such vacation day.

SECTION 4. - Any vacation days or holidays, if not used as leave during the calendar year may be carried over to the next year.

ARTICLE VIII - SICK LEAVE

SECTION 1. - Each employee shall be granted fifteen (15) sick days per year. Unused days shall be accumulated at 100% commencing with January 1, 1973, and shall continue to accumulate during the employee's term of employment. Unused sick leave prior to January 1, 1973, shall be accumulated at 50% from date of appointment to January 1, 1973. Such sick days shall be taken in the event of bona fide illness only, and is not to be used for the extension of holidays or vacations, or early retirement. Accumulated sick leave may not total more than Three Hundred Seventy-Five (375) days for any employee. An employee using accumulated sick leave may be examined by a physician appointed by the Borough. If an employee's absence from work exceeds three (3) days, a certificate from a duly licensed physician, indicating the nature of the illness and verifying the employee's unfitness to work shall be mandatory. If the employee fails to provide a requested or mandatory certificate, the Borough shall be under no obligation to pay the employee for such time, and the employee may be subjected to disciplinary action.

SECTION 2. - In the event the Borough designates a physician to examine an employee who has been injured in the line of duty, and that physician is not in the local area, the Borough shall provide transportation to the physician for employee. If there is no transportation available for the employee, the Borough shall reimburse the employee for expenses incurred for such transportation.

SECTION 3. - In the event that an employee is injured in the line of duty, sick days shall not be used. Said employee shall be compensated by payment of his regular salary. Said compensation, shall be paid by the Borough. For the time the Borough is compensating said employee, the employee shall endorse his Workman's Compensation payments to the Borough for the same pay periods. In order for an employee to qualify as an employee injured in the line of duty, said employee must qualify as an employee injured in the line of duty under the conditions set forth in the Workman's Compensation Act.

SECTION 4. - Upon retirement all unused sick days in excess of 100 days shall be compensated at the rate of \$20.00 per day.

ARTICLE IX - MILITARY LEAVE

SECTION 1. - Any employee who enters extended active military service with the armed forces of the United States shall be granted military leave without pay for the duration of his active military service. Every effort will be made to assure employment for persons returning from military leave, however, there is no guarantee that a position will be available from that person.

SECTION 2. - Earned and unused vacation days and/or holidays or compensatory time shall be paid to the employee upon entering active military service.

ARTICLE X - LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. - A leave of absence, without pay, may be granted for satisfactory reasons, to any employee who has completed the mandatory probationary period. Such leave of absence may be granted by the Borough.

SECTION 2. - The maximum time for which an employee may request a leave of absence, without pay, shall be six (6) months. Extensions of such time limit may be made by the Borough for cause. Every effort will be made to assure employment of individuals returning from leave of absence, however, no guarantee exists regarding a position being available for an individual returning from a leave of absence without pay.

SECTION 3. - Any time granted to an employee as a leave of absence under this Article shall not count as service time.

ARTICLE XI - OTHER LOST TIME

SECTION 1. - All other provisions for lost time for employees not specifically covered by this Agreement shall be in accordance with the Borough's policy governing payment of lost time, Policy M-1 adopted April 12, 1976, which is attached hereto and made a part hereof.

ARTICLE XII - PAY DAYS

SECTION 1. - Employees shall be paid every two (2) weeks. Pay checks shall be distributed at 1500 hours (3:00 p.m.) on the Thursday of pay week. Pay will be for the previous two weeks ending at Friday midnight.

SECTION 2. - If the normal pay day should occur on a holiday, the pay checks shall be distributed at 1500 hours (3:00 p.m.) on the day preceding the holiday.

SECTION 3. - Any loss of pay suffered by any employee due to a suspension shall be divided by 2 resulting in the total pay loss to be deducted from 2 pay periods equally.

ARTICLE XIII - PROVISION OF MEALS

SECTION 1. - If an official emergency is declared by the Mayor of the Borough, the Governor of the State of New Jersey or the President of the United States, and any member of the Police Force is required to be on duty for more than eight (8) consecutive hours, the Borough shall be required to provide the employee with a hot meal.

SECTION 2. - In lieu of the Borough actually providing the meal, they may elect to reimburse the employee in cash for the expense incurred by him for a meal.

ARTICLE XIV - TRAVELING EXPENSES

SECTION 1. - Any employee traveling outside the Borough of Merchantville on official business, at the explicit direction of a superior, shall be provided with transportation, or in the absence of transportation being provided, the employees may be required to use their own car. If this is the case, the Borough shall reimburse the employee at the rate of twenty-four (\$.24) cents per mile for such travel.

ARTICLE XV - WAGE AND/OR SALARY

SECTION 1. - The salaries and/or wages for employees shall be provided for in Schedules A and B, attached hereto and made a part hereof, and as provided for by ordinance.

SECTION 2. - If any employee is appointed to an acting capacity that employee shall remain in that acting capacity until a permanent appointment is made to fill the position; the return of the absent employee; or until the need for such position shall terminate; or at the direction of the Chief or the Director.

SECTION 3. - All annual salary increases due and owing under this Agreement and any retroactive payments due thereunder shall be paid no later than April first of that calendar year.

ARTICLE XVI - HOSPITALIZATION AND MEDICAL-SURGICAL PROGRAMS

SECTION 1. - Each employee and their spouse and children shall receive the following coverages under the US Healthcare HMO Premier Plan including \$2.00 co-pay for participating doctors visits and \$2.50 co-pay for prescriptions (HMO). There will be no other out-of-pocket costs to the employees except for those specifically set forth in the Plan as it exists on July 31, 1993.

SECTION 2. - The selection and cost of said dental, hospitalization and medical, surgical programs shall be the responsibility of the Borough. The programs can only be revised if the new program is deemed equal or better by the Lodge.

SECTION 3. - The Borough shall provide, at no cost to the employee, a full family dental plan. The said plan shall provide for 100% of basic services (e.g. cleaning and diagnostics) and coverage for all other services, including but not limited to, orthodontics and periodontics. The dental plan will be equal to the Guardian "DentalGuard" plan, which will include 100% coverage for preventative services, 80% coverage for basic services, 50% coverage for major services, with a \$50.00 deductible for basic and major services, \$1,000.00 maximum per person per calendar year. Orthodontia is also provided with a separate \$50.00 deductible, a 50% coverage up to \$1,000.00 lifetime maximum.

SECTION 4. - The HMO shall become effective on August 1, 1993 and the prior Blue Cross and Blue Shield Plan will terminate simultaneously with the activation of the HMO.

SECTION 5. For any employee hired before January, 1994, no co-payment shall be required by the Borough in connection with any medical, hospitalization, or surgical benefits provided for hereunder and/or for any such benefits provided at time of retirement.

SECTION 6. Any employee hired after January 1, 1994 shall be required to pay as a co-payment a maximum of twenty percent (20%) of the cost of the Borough's annual premium per employee for medical, hospitalization, and surgical benefits provided hereunder, with such payments not to exceed \$25.00 per week. Any such employee who is eligible for medical, hospitalization, or surgical benefits at time of retirement, shall be required to pay as a co-payment a maximum of fifty percent (50%) of the cost of the Borough's annual premium per employee for such benefits, with such payments not to exceed \$50.00 per week.

ARTICLE XVII - RETIREMENT

SECTION 1. - Employees shall retain all pension rights under applicable laws of the State of New Jersey and ordinances of the Borough of Merchantville.

SECTION 2. - Upon retirement or disability which causes termination of employment, the employee shall be paid at his salary rate at the time of termination, for all accumulated holidays, vacation and compensatory time due said employee as of the day of such termination.

SECTION 3. - The Borough has the prerogative of placing an employee on holiday, vacation or compensatory time prior to termination.

SECTION 4. - For officers who retire after 25 years of service with the Borough of Merchantville, the officer and their families shall be provided with medical and dental insurance which is equal to that provided to active officers and their families as set forth in Article XVI. Provided, however, that the Borough's obligation to provide such insurance shall be limited to twelve (12) years of coverage after retirement or until the officer reaches age 65, whichever occurs first, and the maximum premium to be paid by the Borough for such coverage shall not exceed the amount of the total premium cost for active officers. See Article XVI, Section 6.

Retiree medical benefits shall not be provided to the officer and family during any period of time that the officer has

substantially equivalent coverage at no cost, which is provided to the retiree by a current employer or provided through the retiree's spouse. Once this substantially equivalent medical coverage ceases, the retiree is again entitled to resume medical coverage under the Borough's medical insurance plan.

SECTION 5. - Notwithstanding anything contained herein to the contrary, in the event that Sergeant Wilson Haddon retires on or before August 15, 1993, the Borough agrees to provide to Sergeant Haddon, his wife and children, US HealthCare HMO Premier Plan including \$2.00 co-pay for participating doctors and \$2.50 co-pay for prescription plan (HMO) and the dental plan provided in Section 3 of Article XVI for a period of seven years commencing on the date of his retirement. There will be no other out-of-pocket costs to Sergeant Haddon except for those specifically set forth in the Plan as it exists on July 31, 1993.

SECTION 6. - Beginning January 1, 1994 for any officer disabled in the line of duty, the Borough shall provide to the officer, spouse, and all eligible dependents, lifetime medical, hospitalization, surgical and dental benefits as set in Article XVI, at no cost to the employee, regardless of when the employee was hired. No co-payment shall be required in connection with such coverages. These medical benefits shall not be provided to the officer and/or family during any period of time that the officer has substantially equivalent coverage at no cost, which is provided through the officer's spouse or other sources. Once this substantially equivalent medical coverage ceases, the

officer is again entitled to resume medical coverage under the Borough's medical insurance plan. Any dispute concerning an officer's disability shall be determined in accordance with the conditions established for ordinary disability by the New Jersey Police and Firemens' Retirement System.

ARTICLE XVIII - LIFE INSURANCE

SECTION 1. - The Borough shall provide each employee with a life insurance policy in the amount of Ten Thousand Dollars (\$10,000.00). This life insurance shall remain in force as long as the employee is employed by the Borough, and shall be payable to whomsoever the employee shall designate as the beneficiary. The employee shall cease to be covered by this insurance upon termination of employment.

SECTION 2. - The life insurance described in this Article shall become effective upon completion of one (1) year of active, continuous service in the Police Department of the Borough; provided, however, that in the event of an employee's death in the line of duty, the aforementioned insurance benefit shall be payable notwithstanding any term of service or lack thereof.

SECTION 3. - The dependents, as defined by the Internal Revenue Service Code of the United States and its regulations, of any officer, including probationary officers, killed in the line of duty (defined to mean "any required police action unless officer is in the employ of a private business or group), shall be insured under the Borough's dental and medical program as though that officer had retired. Said coverage shall continue for any dependent child until the earlier of the following events: legal emancipation, marriage, attainment of age 18, or in the event the child is a student within the meaning of the IRS code, age 23. For the employee's spouse, such coverage shall

continue until the earlier of the following dates: Medicare coverage is provided, re-marriage, eligibility for coverage through another equivalent plan.

ARTICLE XIX - HIRING

SECTION 1. - Borough shall have the discretion upon hiring an employee with previous experience with another Police Agency and/or college background in police affairs, to place said employee at a higher pay scale than the starting position called for under the salary scale. This Article is designed to enable the Borough to be a competitive employer.

ARTICLE XX - LOSS OF PAY AND SUSPENSIONS

SECTION 1. - No employee shall be suspended without pay for any departmental charges, or for any violation of the motor vehicle code, except after a hearing held before the Police Board and the Borough of Merchantville.

SECTION 2. - Employees charged as provided in Section 1, are entitled to have a representative present during any such hearing.

SECTION 3. - The Chief, Director, the Mayor, or the Police Board shall have the right immediately, to suspend an employee, either with or without pay, in the case of any criminal charge.

SECTION 4. - Authority and rights provided the Borough by State or local statute shall supersede this Article.

ARTICLE XXI - GRIEVANCE PROCEDURE

- A. The term "grievance" means a claim by an employee covered by this Agreement, that, as to him there has been an inequitable, improper, or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting the said employee.
- B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of members of the Police Department. Both parties agree that these proceedings will be kept as informed and confidential as may be appropriate at any level of the procedure.
- C. An aggrieved employee shall institute action under the provisions hereof within five (5) calendar days of the occurrence complained of, or within five (5) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within five (5) day period shall be deemed to constitute an abandonment of the grievance.
1. Charges: An officer is to be charged in writing within five (5) working days of knowledge of an infraction or violation. If the action is not taken against him within five (5) days of knowledge of his infraction or violation, then the proposed violation or infraction

must be dropped, and no action can be taken against him.

- D. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
- E. In the presentation of a grievance, the employee shall have the right to present his own grievance or to designate a representative to appear with him at any step of the procedure.
- F. An employee shall first discuss his grievance orally with his immediate supervisor and a decision shall be rendered within five (5) days of such discussion.
- G. If the grievance is not resolved to the employee's satisfaction within five (5) days from the termination referred to in Article F - above, the employee shall submit his grievance to the Chief of Police in writing, specifying
 1. The nature of the grievance;
 2. The results of the previous discussion;
 3. The basis of dissatisfaction with the determination.
- H. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Chief of Police shall hold a hearing at which time all parties in interest shall have the right to be heard.
- I. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Chief of Police shall,

in writing, advise the employee and his representative, if there be one, of the determination.

- J. In the event of the failure of the Chief of Police to act in accordance with the provisions of Paragraph H or I or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory, by the aggrieved employee, within ten (10) days of the determination, or within ten (10) days of the failure of the Chief of Police to act, said employee may appeal to the Director of Public Safety.
- K. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Director of Public Safety shall, in writing, advise the employee and his representative, if there be one, of his determination.
- L. In the event of the failure of the Director of Public Safety to act in accordance with the provisions of paragraphs H or I, or in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory, by the aggrieved employee, within ten (10) days of the determination, or within ten (10) days of the Director of Public Safety to act, said employee may appeal to the Police Board.
- M. If the Grievant, in his appeal to the Police Board, does not request a hearing, the Police Board may consider the appeal on the written record submitted to it, or the Police Board may, on its own motion, conduct a hearing; or it may request

the submission of additional written material. Where additional written materials are requested by the Police Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the Grievant request in writing a hearing before the Police Board, a hearing shall be held.

- N. The Police Board shall make a determination within thirty (30) days from the receipt of the Grievance and shall, in writing, notify the employee, his representative, if there be one, and the Chief of Police of its determination. This time period may be extended by mutual agreement of the parties concerned. Refer to Borough Ordinance "Police Department" page 10501.
- O. In the event an employee is dissatisfied with the determination of the Police Board, he shall have the right to request final and binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974, or at his option, through the Federal Mediation Service. A request for final and binding arbitration shall be made no later than fifteen (15) days following the determination of the Police Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Police Board shall mutually agree upon a longer period of time within to assert such a demand.

P. The arbitrator's decision shall be in writing and shall set forth his findings or facts, reasoning and conclusions on the issues submitted, the arbitrator shall be without power or authority to make a decision which requires the Commission of an act prohibited by law or which is violative of the terms of the agreement.

Q. The following matter shall not be arbitrable:

1. The failure or refusal of the Police Board to give permanent employment to a probationary or temporary employee.

ARTICLE XXII - OVERTIME

SECTION 1. - Overtime shall be paid at one and one-half the employee's regular rate for all hours worked in excess of eight (8) hours in any given period of twenty four consecutive hours and forty hours in any given week, subject to the following:

- a. 10 minutes before each shift begins employees must report to receive information from the shift ending and will not receive overtime pay.
- b. Vacation day or holiday shall be counted as 8 hours in computing the 40 hour work week.
- c. Sick time shall not be counted as work time for the purpose of computing overtime.
- d. A minimum of 2 hours overtime at the time and one-half rate shall be paid to an employee in the case of call back or Court time. Overtime shall be paid to the employee as worked and shall not be held over.
- e. The hourly rate for overtime shall be computed by dividing each employee's annual salary by 2080 and multiplying by a factor of 1.5.
- f. "Off duty hours" shall mean those hours when an employee has completed his normal 8 hour shift and must work additional time.
- g. Overtime at the rate of time and one-half shall be paid for all time worked within sixteen (16) hours of the scheduled conclusion of a foregoing shift.

SECTION 2. In addition to the above, a \$14,750 cap has been placed on all overtime for police department personnel for the year 1994, increased to \$15,500 in 1995, and \$16,250.00 for 1996. Overtime earned by police department personnel anytime after either of the above caps are exceeded will be granted to said personnel as compensatory time, calculated at the time and one-half rate.

SECTION 3. - Any officer assigned to the position of "Detective-Sergeant" shall receive, in lieu of overtime, an additional \$2,000.00 per year above the annual salary paid to those officers classified as Sergeants.

ARTICLE XXIII - DISCIPLINARY ACTION BY CHIEF

SECTION 1. - With the prior consent of the Police Board, the Chief and any officer involved in any disciplinary matter shall sit down with all the facts and any mitigating circumstances of the case. Once presented, the officer and the Chief should be able to come to a mutually agreed upon fine, suspension, probation, written reprimand, oral reprimand or whatever the violated infraction calls for. Both parties will then sign an agreement waiving a hearing before the police board and that the punishment is acceptable. In the event that both parties cannot come to an agreement, the matter will be referred to the police board.

SECTION 2. - Officers' records will be automatically expunged after a two year period of no disciplinary actions.

ARTICLE XXIV - POLICE BILL OF RIGHTS

A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Borough.

B. The wide ranging powers and duties given to the Merchantville Police Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact. But, if the member is the subject of a disciplinary investigation which may result in suspension or discharge, he shall have the opportunity to obtain representation by the Association before any questioning occurs.

2. The questioning shall be reasonable in length.

Reasonable respite shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

3. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be immediately warned of all of his constitutional rights pursuant to the Constitution of the United States and the State of New Jersey and be immediately permitted to consult with counsel of his own choosing prior to any questioning taking place. Reimbursement of counsel cost, if any, will be in accordance with New Jersey Statutes.

4. Members covered herein shall only be disciplined in accordance with the United States and New Jersey Constitution, applicable state laws, rules and regulations, and provisions of this contract. The member shall be apprised in writing of the reason or reasons for such discipline.

5. A member who is the subject of a disciplinary investigation may not be required to prepare reports which deal with the subject matter of that investigation until after he has had a reasonable opportunity, including up to 48 hours, in which to consult with his or her own attorney.

6. Members shall not be suspended or suffer any loss in benefits until after said member has had a disciplinary hearing and has been found guilty, except in cases of a severe nature, when the Chief deems the suspension of the member an immediate

necessity for the safety of the public or the welfare of the Department. The Chief shall immediately submit a report explaining such action to the Borough Administration and a copy of said report shall be made available to the member upon submission to the Borough Administration.

7. Disciplinary actions shall be commenced and carried out only in accordance with N.J.A.C. 4A:2-1.1 et seq., N.J.S.A. 40A:14-147 and any other applicable law.

8. All police officers shall have access to their individual personnel file upon reasonable notice to the Chief of Police, or his designee. No separate personnel file shall be established which is not available for an officer's inspection. Copies of any documents in an officer's personnel file shall be available upon payment of reasonable fees to the Borough for reproduction expenses in accordance with policies in effect at the time of the request.

9. The provisions herein represent the minimal protections to be accorded police officers and shall be superseded by any greater protections provided by law or regulation.

ARTICLE XXVI - SEVERANCE BENEFITS

SECTION 1. - For any officer terminated from employment with the Borough as a result of a layoff or reduction in force, the officer shall be entitled to one week of pay at the existing salary rate for every year of service. The officer shall also be entitled to payment for all accrued sick days at the rate of \$20.00 per day with no cap; longevity pay; and all vacation and comp time to be paid at full rate. The Borough shall provide to the officer, spouse, and all eligible dependents, medical, hospitalization, surgical and dental coverage at no cost to the employee and with no co-payment required, regardless of when hired. Such coverage shall continue for one year after layoff, except during any period of time when that officer has substantially equivalent coverage at no cost, provided to that officer by a subsequent employer or provided through that officer's spouse.

The Borough must provide any officer at least 45 days written notice from the Mayor of any impending layoff, or 45 days of additional pay in lieu of notice. All payments due under this Section shall be made in a lump sum at time of layoff, notwithstanding any other provision in this contract to the contrary.

ARTICLE XXVI - SEVERABILITY

SECTION 1. - If any article, section, subsection, paragraph, sentence, clause, phrase, or work of this Agreement should be declared invalid, for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable from any invalid portions. The parties agree that in the event any portion of this Agreement is declared to be invalid, the parties shall re-negotiate the severed provision to the extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the Mayor and Clerk of the Borough of Merchantville, pursuant to a resolution thereto by Police Board, subject however, to final passage of the budget and Salary Ordinance of said Borough, approving salary and monetary items herein contained.

The persons signing for the employees herein referred to, warrant that they are authorized to do so by the employees covered under this Agreement.

ATTEST:

David P. Gaudin
Borough Clerk

BOROUGH OF MERCHANTVILLE

BY: Robert B. Francis
John F. Monahan 6/27/94
Agnes A. Madden 6/28/94

FOR EMPLOYEES:

Steve Moore (L.S.)
Wayne Baw (L.S.)
William D. Wald (L.S.)
_____(L.S.)

SCHEDULE "A"

<u>Title</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
Detective-Sergeant	\$41,981	\$43,680	\$45,556
Sergeant	\$39,981	\$41,680	\$43,556
Senior officer	\$37,897	\$39,508	\$41,286
Patrolman 37 months onward	\$37,518	\$39,113	\$40,873
Patrolman 25-36 months of service	\$31,080	\$32,401	\$33,859
Patrolman 13-24 months of service	\$27,544	\$28,715	\$30,007
Patrolman 0-12 months of service	\$24,006	\$25,026	\$26,152

The above salary schedule reflects a four (4%) percent salary increase for the year 1994 for positions as delineated above, retroactive to January 1, 1994, and is based upon the 1993 base salary. The salary schedule for 1995 reflects a four and one-quarter (4¼%) percent salary increase for 1995, effective January 1, 1995, and a four and one half (4½%) percent increase for 1996, effective January 1, 1996.

SALARY SCHEDULE FOR NEW HIRES

For any officers hired after January 1, 1994, the following pay scale shall apply for the term of this contract.

<u>Title</u>	<u>Annual Salary</u>
Patrolman 0-12 months	\$17,500
Patrolman 13-24 months	\$21,500
Patrolman 25-36 months	\$26,500
Patrolman 37-48 months	\$30,500
Patrolman 49-60 months	\$33,500
Patrolman 61 months plus	To be paid the existing top rate for that year for officers hired before January 1, 1994

It is the intention of the parties that by the 61st month, all patrol officers will be making the same salary regardless of date of hire.

SCHEDULE "B"

LONGEVITY - A payment schedule based upon given years of service on a percentage basis:

Start of 6th year to end of 10th year	-	2% of base
Start of 11th year to end of 15th year	-	3% of base
Start of 16th year to end of 20th year	-	4% of base
Start of 21st year to end of 24th year	-	5% of base
Start of 25th year to retirement	-	6% of base

For any officer hired after January 1, 1994, said officer shall not be entitled to longevity for the duration of this contract.