

#2064

AGREEMENT BETWEEN  
FRATERNAL ORDER OF POLICE LODGE 76 NEW JERSEY  
AND THE BOROUGH OF MOUNT EPHRAIM  
CAMDEN COUNTY, NEW JERSEY

JANUARY 1, 1996

THROUGH

DECEMBER 31, 1997

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## AGREEMENT

- A. This Agreement is entered into this                    day of                    1996 by and between The Borough of Mount Ephraim, in the County of Camden, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the Borough) and Fraternal Order of Police Lodge 76 New Jersey (hereinafter referred to as the Lodge).

## SEPARABILITY

- A. 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.

ARTICLE I:  
RECOGNITION

- A. The Borough, pursuant to public employment relations commission regulations recognizes the Lodge for the purposes of collective negotiations for all police employees employed by the Borough including Captains, Detective Sergeants, Sergeants, Detectives, and Patrol Officers but excluding the Chief, Special Police, School 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 the New Jersey Employer-Employee Relations Act.

ARTICLE II:  
NON-DISCRIMINATION

- A. There shall be no discrimination by the Borough or the Lodge against any employee because of race, color, creed, age, sex, national origin, marital status, membership or non-membership in the Lodge, and participation or the lack thereof in legal Lodge activities as permitted herein. The Borough shall not discriminate against any employee because of political affiliation or activity, except as is consistent with State and Federal Laws regulating such activity by municipal police officers.

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.

#### ARTICLE IV: LODGE RIGHTS AND RESPONSIBILITIES (CONTD)

- 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 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 work week 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 normal work week shall consist of the following regular patrol duty shifts:
- 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., 11:00 p.m. to 7:00 a.m. These shifts shall not apply to the Captain, Detective Sergeant, or Power Shifts. On the 7:00 a.m. to 3:00 p.m. shift, Monday through Friday, the Captain and Detective Sergeant may replace the second officer, if necessary. Pertaining to this Article 'B' only Class II Special Officers 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 all 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 2 hours prior to their shift assignment except in cases of emergency.

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 five (5) days vacation with pay.
- B. An employee with one (1) full year of service and up through four (4) years of service shall receive ten (10) days vacation with pay.
- C. An employee with five (5) full years of service shall receive fifteen (15) days vacation with pay and one (1) additional day vacation with pay for each additional year of service thereafter up to a maximum of twenty-eight (28) days vacation with pay.
- D. Employees with 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.



## ARTICLE VI: VACATIONS (CONTD)

E. The scheduling of vacation periods cannot affect the efficient operation of the Police Department. Notwithstanding the provisions of paragraph 'D'. All vacation dates must be approved by the Chief of Police before use.

Accumulation of annual vacation leave from year to year may be permitted at the discretion of the Chief of Police. If vacation time has been denied and has not been used by December 31 of that year, it ~~should~~ <sup>will</sup> be accumulated to the following year. <sup>WTA</sup>

## ARTICLE VII:

### PERSONAL DAYS

A. Recognizing that policemen will not necessarily be absent from work on holidays granted Borough employees, it is agreed that those personnel covered by this contract shall receive, seventeen (17) paid personal days in 1996 and eighteen (18) paid personal days beginning in 1997. The employee may request from the Chief of Police permission to use personal days throughout the year as the work schedule permits. The salary for all unused personal days shall be paid in a separate check at the issuance of the last paycheck in November.

ARTICLE VIII:  
CLOTHING AND UNIFORM

- A. *Those employees who are required to be uniformed in the performance of their duties shall be provided with an amount of \$900.00 in 1996, \$500.00 cash and \$400.00 voucher, and beginning in 1997, \$1000.00; \$500.00 in cash and \$500.00 voucher, payable January 1st of each contract year.*
  
- B. *The Borough will replace, at no cost to the employee, uniform items which have been irreparably damaged in the line of duty. The Borough, under contract with a designed 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 \$900.00 in 1996 and \$1000.00 beginning in 1997 in lieu of replacement uniforms, payable January 1st 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.*

ARTICLE VIII: CLOTHING AND UNIFORM (CONTD)

- 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 4 years if said employee so requests the same. A rotation plan shall commence in 1994.

ARTICLE IX:  
MEDICAL BENEFITS

- A. The Borough shall provide for the employees and employees' dependents medical insurance plan with coverage equivalent to the Blue Cross/Blue Shield Medigroup-Medalion Plan in effect during ~~1996~~ <sup>1995. WCE</sup> <sub>WYN</sub>

Such coverage shall continue in the event that an employee retires from the Police Department for length of service or disability. Furthermore, in the event an employee dies, all benefits provided herein shall continue to be provided by the Borough at no cost to the employee's dependents for as long as they would remain the employee's dependents had the employee not died.

- B. The Borough shall provide the employees and employees' dependents with a prescription, optical, and dental plan with coverage equivalent to that in effect in 1996. Any amounts not payable by the prescription plan chosen by the Borough will be payable by the individual employee.
- C. This prescription, optical and dental plan coverage will continue in effect for the employee and/or the employee's dependents after retirement or death of the employee as provided in Section 'A' of this Article.

ARTICLE X:

SICK TIME

- A. *Those employees covered by this agreement are entitled to receive thirteen (13) days paid sick leave for each contract year to be credited on January 1st of each year. Sick leave may be accumulated without limit and may be used up to the full amount credited without limitations. In the event of a major illness or injury, not job related, leave shall not be deducted against the employee's credited and accumulated sick leave for a period of up to one year. 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 three (3) 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 one (1) day pay for each three (3) days of accumulated unused sick time, at the salary rate in effect for that employee.*

ARTICLE X: SICK TIME (CONT'D)

- D. Every employee who has accumulated seventy-eight (78) or more sick days shall have the option to sell back a maximum of thirteen (13) days 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 31st of the year preceding this option. The Borough shall reimburse the employee the full amount of the value of these days on the first pay period in June of the option year. This shall be by separate check.

ARTICLE XI:

INJURY ON THE JOB

- A. Any employee sustaining injuries which are compensable under the workers compensation act which prevent him/her from performing all work available to him/her at employer's place, shall sustain no loss of pay for the balance of the day on which he was injured. Ability to perform work shall be determined by doctor and/or hospital report.
- B. The Borough will pay the base salary and benefits of any employee who because of an illness or injury arising out of the performance of his/her duties, is unable to perform his/her usual and customary employment for the period of work disability, such period shall not exceed one year for any illness or injury arising out of the same cause or incident; provided, however, that any amount of workers compensation insurance checks received by the employee shall be forwarded to the Borough.

ARTICLE XII:  
SALARY PROVISIONS

- A. The following salaries shall be effective retroactive to January 1, 1996. For the purpose of determining placement of the salary scale, 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.

	1996	1997
Captain	\$43,890.00	\$45,755.00
Detective Sergeant	\$40,951.00	\$42,692.00
Sergeant	\$40,951.00	\$42,692.00
Top Grade Patrolman	\$38,575.00	\$40,215.00
3rd Grade Patrolman	\$36,051.00	\$37,584.00
2nd Grade Patrolman	\$34,185.00	\$35,638.00
1st Grade Patrolman	\$29,287.00	\$30,532.00
1 Year Probationary Period	\$24,000.00	\$24,000.00
Academy Recruit	\$20,000.00	\$20,000.00

- B. All changes in salaries shall be governed by the anniversary date of the employee.
- C. Every supervisor on weekend call time shall receive (fifty) \$50.00 per weekend.
- D. An employee with twenty three (23) or more years of employment has an option to have the total amount of the dollar value of their earned personal day and longevity pays included in their regular paychecks throughout the year as part of their base salary.

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 immediate supervisor.
- B. Overtime shall be paid at the rate of time and one-half.
- C. Overtime shall be paid to a Detective of Police.
- D. Overtime shall be paid on the regular pay day for the period in which such overtime was worked.



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.
- 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 all off shift time spent attending these meetings.

ARTICLE XV:  
ADDITIONAL PAY FOR COURT AND GRAND JURY

- A. *In the event that any employee is scheduled to attend any court or grand jury, at a time when said employee is not scheduled to work, then in that event, upon proof of his/her attendance, he/she will be paid his/her regular salary for the time required to so testify and he/she is guaranteed payment of a minimum of four (4) hours.*
  
- B. *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.*
  
- C. *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.*
  
- D. *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.*

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. *Any employee who attends school for the purpose of obtaining police education or any degree in the police science or police administration, and maintains a "C" average or better shall be reimbursed by the Borough the cost of books required and tuition upon the completion of each semester. Any employee who attends school may be assigned a duty tour which will enable him to attend classes 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. Prior approval must be obtained from the Director of Public Safety to attend school.*

## ARTICLE XVI: OTHER BENEFITS (CONT'D)

- C. With prior approval of 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 employees spouse's immediate family, the employee shall be granted five (5) days leave with pay.
- B. In the event of a death of an employee's grand-parents or grand-child the employee shall be granted two (2) days leave with pay.
- C. In the event of a death of an employee's uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or cousin 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 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 work days 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 or 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 Counsel to appear with them.
  
- E. STEPS OF THE GRIEVANCE PROCEDURE - The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement.

ARTICLE XVIII: GRIEVANCE PROCEDURE (CONT'D)

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

STEP 1

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

STEP 2

- A. 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 following the determination in Step 1.
- B. The Director of Public Safety shall render his decision within ten (10) calendar days after receipt of the complaint.

ARTICLE XVIII: GRIEVANCE PROCEDURE (CONT'D)

STEP 3

- A. 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.
- B. 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 the 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.
- C. 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.
- D. Each party shall bear the total cost incurred by themselves. Fees and expenses of the Arbitrator will be shared by the parties equally.



ARTICLE XIX:  
SHIFT DIFFERENTIAL

- A. An employee covered by this agreement shall be entitled to the following shift differential per hour in addition to his base salary.

ASSIGNED TO SHIFT

- 3:00 p.m. to 11:00 p.m. - 8%
- 11:00 p.m. to 7:00 a.m. - 8%

- B. Work shifts shall be scheduled to permit at least sixteen (16) hours between shifts worked. Employees shall be compensated at the rate of time and one-half for hours worked between scheduled shifts which fall within the sixteen (16) hour period.
- C. Shift differential shall be paid on the regular payday for the period in which such shift was worked.

ARTICLE XX:  
EXCUSE FROM DUTY

- A. *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:  
LONGEVITY

- A. *An employee with the following full years of completed service, based on full years completed by December 31st of the payment year, shall be entitled to the following percents applied to their base salary during each contract year.*

YEARS OF SERVICE	PERCENTAGE OF ANNUAL SALARY
<i>after 5 and up to 10</i>	<i>3%</i>
<i>after 10 and up to 15</i>	<i>3.5%</i>
<i>after 15 and over</i>	<i>4%</i>

- B. *Longevity payments shall be made in the first pay in December of each contract year.*

ARTICLE XXII:

PAY DAY

- A. *The Borough agrees to establish regular paydays on alternating Thursdays.*

ARTICLE XXIII:

CRITICAL INCIDENT

- A. *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 XXIV:  
TERM AND RENEWAL

This Agreement in executed in triplicate and each shall be deemed an original thereof. This Agreement shall be in full force and effect as of January 1, 1996, unless otherwise provided, and shall be in effect to and including December 31, 1997. The parties shall commence negotiations for an renewal agreement one hundred twenty (120) days prior to the expiration date of this agreement.

IN WITNESS THEREOF, the parties hereunto have set their hands and seals at Mount Ephraim, New Jersey on this 25 day of June . , 1996.

FRATERNAL ORDER OF POLICE  
LODGE 76 NEW JERSEY

*Wayne T. Huff*  
*Richard J. Slavone*  
*Orta R. Day*

BOROUGH OF MOUNT EPHRAIM  
A MUNICIPAL CORPORATION OF  
THE STATE OF NEW JERSEY

*Joseph W. M.*  
*William D. Egan*  
*Joseph Boy*

ATTEST:

*Catherine Papp*  
Borough Clerk

## SCHEDULE A

### UNIFORM LIST

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

#### UNIFORM

- One (1) Hat with Chin Strap
- Three (3) Long Sleeve Shirts
- Three (3) Ties
- Three (3) Short Sleeve Shirts
- Three (3) Trousers
- One (1) Pair of Shoes
- One (1) Chill Chaser Jacket
- One (1) Leather Winter Coat
- One (1) Pair of Gloves (Winter)
- 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) Sam Browne Gun Belt with Keepers
- One (1) Garrison Belt
- One (1) Holster
- One (1) Ammo Pouch
- One (1) Handcuff Case
- One (1) Oleoresin-Capiscum Spray Holder