**Agreement**

**by and between**

**THE Township of Mendham, in the County of Morris**

**and**

**Mendham Township Police Bargaining Unit**

**P.B.A. LOCAL 139**

**JANUARY 1, 2014 through DECEMBER 31, 2016**

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**PREAMBLE**

 This Agreement made on this day of July 2014 between the TOWNSHIP OF MENDHAM, IN THE COUNTY OF MORRIS, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and the MENDHAM TOWNSHIP POLICE BARGAINING UNIT, P.B.A. Local 139 (hereinafter referred to as the "Association"), and the parties state that:

WHEREAS, pursuant to the Employer-Employee Relations Act, Chapter 303 of the Laws of 1968, as amended, N.J.S.A. 34:13A:1, et seq., the Association did form a bargaining unit for the purpose of collective negotiations with the Township concerning salaries and other working conditions; and

WHEREAS, both the Township and the Association believe in the soundness of the principal of collective bargaining; and the Association and the Township did negotiate concerning salaries and other working conditions for a three (3) year period commencing on January 1, 2014 and ending on December 31, 2016; and

WHEREAS, these negotiations have resulted in an Agreement respecting salaries and the terms and conditions of employment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties do mutually covenant and agree respecting salaries and other working conditions as follows:

**ARTICLE I**

**Salaries and Probationary Employment**

A. All employees covered by this Agreement who are hired shall receive salaries in accordance with the following rates:

Employees Hired After January 1, 2011:

Permanent Member with Rank of Patrolman

 2014 2015 2016

 Probationary $42,500 $43,031.25 $43,569.14

 STEP 1 $45,500 $46,068.75 $46,644.61

 STEP 2 $49,500 $50,118.75 $50,745.23

 STEP 3 $53,500 $54,168.75 $54,845.86

 STEP 4 $58,500 $59,231.25 $59,971.64

 STEP 5 $61,500 $62,268.75 $63,047.11

 STEP 6 $66,500 $67,331.25 $68,172.89

 STEP 7 $70,500 $71,381.25 $72,273.52

 STEP 8 $75,500 $76,443.75 $77,399.30

 STEP 9 $80,500 $81,506.25 $82,525.08

 STEP 10 $85,500 $86,568.75 $87,650.86

 STEP 11 $89,500 $90,618.75 $91,751.48

 STEP 12 $95,500 $96,187.50 $97,386.84

 Any movement on the salary guide shall occur on the officer’s anniversary date.

Permanent Members with Rank of Patrolman

Patrolman Steps Salary

 2014 2015 2016

 Probationary 52,440 53,095 53,759

 Step One 66,228 67,056 67,894

 Step Two 73,471 74,389 75,319

 Step Three 80,712 81,721 82,742

 Step Four 87,956 89,055 90,168

 Step Five 95,197 96,387 97,592

 Step 6 102,441 103,721 105,017

Sergeants Steps

 2014 2015 2016

Promotion to Sergeant 107,003 108,340 109,694

Sergeant – 1st Year 108,130 109,481 110,849

Sergeant – 2nd Year 109,259 110,624 112,006

Sergeant – 3rd Year 110,393 111,772 113,169

Sergeant- 4th Year 111,523 112,917 114,328

Sergeant 5th Year 112,655 114,063 115,488

Sergeant 6th Year 113,786 115,208 116,648

Any movement of the salary guide shall occur on the officer’s anniversary date.

* Salaries rounded off to nearest dollar.

\*\* When employing a probationary officer, the Township Committee may, in its sole discretion, authorize a higher salary in recognition of prior police training and/or police experience.

\*\*\* Including service as a probationary officer in the Township.

 B. In the event than an Officer should be hired during the calendar year, such Officer shall be entitled to the next scheduled increase in salary, unless the employment commences after July 1 and the specific terms of the employment provide otherwise.

 C. Every new employee shall serve a probationary period of one (1) year regardless of prior police experience or training. At any time during such probationary period, employment may be terminated by the Township Committee without recourse. Employment by the Township shall automatically terminate one (1) year after employment as Probationary Officer, unless such person is appointed by the Township Committee as a permanent member of the Police Department.

D. Payroll to personnel covered by this Agreement shall be made twice per month, once on the 15th and once on the 30th. The bi-monthly payroll shall continue through the term of the current Agreement, but will revert to a bi-weekly payroll unless a majority of the officers agree to continue the bi-monthly payroll.

### **ARTICLE II**

# **Grievance Procedure and Arbitration**

A. As the Township and the Association desire to maintain an amicable and harmonious relationship so that the Township and its employees covered under this Agreement, as well as the public, will benefit and to avoid the occurrence of strife which might cause a disruption of efficient and progressive public service, and because the parties recognize that grievance procedures and arbitration have been sanctioned and encouraged by general public authority, the parties to this Agreement do hereby agree to the following procedure:

STEP 1. Should any difference or dispute arise between the Township and employees covered by this Agreement over the application or interpretation of the terms of this Agreement or any term or conditionof employment, the parties will make an earnest effort to resolve and settle their differences within ten (10) days between the aggrieved employee and his immediate superior. Any grievance not brought to the attentionof a Superior Officer within fifteen (15) days of its alleged occurrence shall be considered void.

STEP 2. If the grievance cannot be satisfactorily resolved within ten (10) calendar days by the immediate superior of the employee, the grievance shall be reduced to writing by the employee and submitted to the Chief of Police.

STEP 3. Should the Chief of Police fail to resolve the-grievance within ten (10) calendar days after it is submitted to him, the matter shall be submitted to the Township Administrator who will have ten (10) days to reach a decision.

STEP 4. Should the Township Administrator fail to resolve the grievance within ten (10) calendar days after it is submitted to him, the matter shall be submitted to Chairman of the Police Committee who will have ten (10) days to reach a decision.

STEP 5. At the expiration of the time allowed the Chairman of the Police Committee to resolve the grievance, if the grievance is not resolved to the satisfaction of both parties, and if the grievance involves a dispute over an interpretation or application of this Agreement or its terms, the grievant may, within fifteen (15) days, request that the grievance be submitted to arbitration before an arbitrator mutually selected from a panel to be provided by the Public Employment Relations Commission under its rules then pertaining. The arbitrator shall have full power to hear and determine the dispute between the parties. The decision of the arbitrator shall be binding upon both parties.

1. An aggrieved employee shall be entitled to be represented by a representative of the Association at any step of the grievance procedure. Either the Township or an employee may waive Steps 1, 2 and/or 3.

C. The expense of the arbitrator shall be borne by the unsuccessful party, whether the Township or the employee. The time limits set forth herein may be waived and/or extended by mutual agreement between the parties, in writing.

#### **ARTICLE III**

**Departmental Investigations**

In an effort to ensure that departmental investigations are conducted in a manner, which is conducive to good order and discipline, the following rules are hereby adopted:

(1) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

(2) The interrogation(s) shall take place at a location designated by the Chief of Police. It will usually be held at Police Headquarters or the location where the incident allegedly occurred.

(3) The member of the force being interrogated shall be informed of the nature of the investigation before an interrogation commences. 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.

(4) The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours of questioning.

(5) A member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answer questions.

(6) At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney.

(7) In cases other than departmental investigations, if a member of the force is under arrest, or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(8) Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine daily operations of the Department.

**ARTICLE IV**

## **Personnel Files**

A. Personal history files are confidential records. Any probationary officer or permanent member of the Police Department may, by appointment, review his personnel file. This appointment for review must be made through the Chief of Police.

B. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut if he so desires, and he shall be permitted to place said rebuttal in is file.

C. Nothing placed in any file shall be removed therefrom with the exception of verbal reprimands, which shall be removed after three (3) years. Employees may grieve the placement of materials in a personnel file when such placement is determined to constitute discipline.

**ARTICLE V**

**Off-Duty Police Action**

A. Any proper and responsible action taken by a Probationary Officer or permanent member of the force on his time off, where the circumstance necessitate prompt Police action, which would have been taken by an Officer on active duty if present or available, shall be considered Police action, and the employee shall have all of the rights and benefits as if he were then on active duty, except that any pay for the time involved will be paid.

B. In all circumstances, the employee shall promptly report such actions to the Officer In Charge at the desk at Police Headquarters.

**ARTICLE VI**

**Seniority**

 A. For purposes of this Agreement, seniority shall be determined by rank and within a given rank by the length of service in that rank.

 B. In the event it becomes necessary to reduce the number of employees, layoffs shall be by strict seniority in the following manner:

(a) by rank and then;

(b) by the Department.

 At the time of layoff, the Officer shall be permitted to exercise his department seniority, bump an employee in a lower rank, as shall each affected employee, so that the least senior employee shall be the first laid off.

 Recall from layoff shall be in the inverse order of layoff.

 C. The Township shall not hire any additional employees while there are permanent members on layoff status who are entitled to recall until it shall first offer such position to the laid off employee(s). Should the laid off employee refuse such position, the Township may then seek additional employees.

D. 1. An employee, who is on layoff status, shall be responsible for keeping the Township advised of his current home address. The Township's recall responsibility shall be considered as satisfied upon mailing a notice of recall to an employee who is on layoff status by Certified Mail return receipt requested or registered mail, sent to his last known home address. The laid off employee must notify the Township of his intention and desire to return to work within fifteen (15) days of the date upon which the notice was mailed by the Township. Should the employee fail to do so, he shall be considered as having waived his rights of recall.

2. An employee shall lose all rights of recall, irrespective of subsection 1 above, when he has been laid off for a continuous period exceeding two (2) years.

E. This section is subject to the provisions set out in N.J.S.A. 40A:14-143.

#### **ARTICLE VII**

**Management Rights**

All aspects of the management of the business of the Police Department, and the management and direction of the department personnel, are the exclusive responsibility of the Township, except as expressly modified by the terms of this Agreement, and subject to the laws of the State of New Jersey.

###### **ARTICLE VIII**

**Replacements**

Work or duties normally and regularly performed by Association personnel shall not be assigned to individuals who are not part of the Association. This Article shall not apply to duties performed by the Police Clerk or Police Matron.

**ARTICLE IX**

**Vacations**

 A. Probationary Officers and permanent members of the Police Department, covered by this Agreement, hired after June 27, 2011, shall be entitled to annual paid vacation as follows, based on the number of years of service in the Police Department (which shall include the period of service as a Probationary Officer):

Amount of Vacation

Years of Service Per Calendar Year

Prior to the completion of No days for the first six (6)

One (1) year months, one (1) day for each

 Month of service thereafter

After one (1) and to completion Ten (10) working days

of three (3) years

After three (3) years to Twelve (12) working days

completion of seven (7) years

After seven (7) years to Sixteen (16) working days

completion of fifteen (15) years

After fifteen (15) years to Twenty (20) working days

completion of twenty (20) years

After twenty (20) years Twenty-two (22) days

 B. Probationary Officers and permanent members of the Police Department, covered by this Agreement, hired on or before June 27, 2011, shall be entitled to annual paid Vacation as follows, based on the number of years of service in the department (which shall include the period of service as a Probationary Officer):

Amount of Vacation

Years of Service Per Calendar Year

Prior to the completion of No days for the first six (6) months,

one (1) year one (1) day for each month of service

 thereafter

After one (1) year and to Fourteen (14) working days

the completion of three (3) years

After three (3) years and Sixteen (16) working days

to the completion of five (5) years

After five (5) years and Nineteen (19) working days

to the completion of ten (l0) years

After ten (10) years and Twenty-two (22) working days

to the completion of fifteen (15) years

After fifteen (15) years and Twenty-five (25) working days

to the completion of twenty (20) years

After twenty (20) years Twenty-seven (27) working days

For the purpose of implementing the provisions of this Article, a list of permanent members of the department setting forth the length of their respective service appears in Schedule A attached to this Agreement.

B. All vacations shall be taken during the current year and vacation time shall not accrue, nor be accumulated, beyond the year of entitlement and shall lapse if not taken during the year of entitlement, unless some specific agreement relative thereto is reached with and approved by the Police Chief and the Police Committee of the Township.

C. If an employee shall retire, resign or otherwise be separated from employment before the end of a calendar year, and after he has taken his vacation, such employee shall reimburse the Township for any prorated portion of his vacation already taken to which he was not entitled because he did not complete the full calendar year of service.

D. If an employee shall retire, resign or otherwise be separated from employment before the end of a calendar year and before taking his vacation, then his vacation allowance shall be prorated on the basis of his length of service during the calendar year.

**ARTICLE X**

**Sick Leave**

A. Each permanent employee covered by this Agreement, except for Probationary Officers, shall be entitled to sick leave in aggregate of fifteen (15) days per calendar year. Each Probationary Officer shall be entitled to sick leave of one (1) day for each month of employment. There shall be no compensatory time off for unused sick leave. There shall be no compensation for unused sick leave except as hereinafter provided. Each employee who has sick leave shall be entitled to accumulate sick leave up to a maximum of two hundred (200) working days. Additional sick time will be granted for serious or prolonged illnesses only at the discretion of the Township Committee, pursuant to N.J.S.A. 40A:14-137.

B. If an employee is absent for three (3) or more consecutive working days, the Township may require that as a prerequisite to the qualification of the employee for such leave, the employee shall submit a physician's certificate certifying that the employee's absence is due to sickness. In addition, in the case of protracted illness (i.e., 30 days or longer), the Township Committee may, at reasonable intervals thereafter, require additional physician's statements certifying that the employee is still unable to return to work because of illness. If required, the employee shall submit to an examination by a physician designated by the Township Committee and shall consent to the release of a report to the Township Committee with respect to the particular illness. Abuse of sick leave may be subject for disciplinary action.

C. Officers shall be permitted to donate sick time to another member of the Association who is facing an extended illness or injury, as long as the donating officer has at least seventy-five (75) accrued and unused days of sick time at the time he or she donates sick time. Such donation will be in accordance with the following Policy and Procedures:

***Eligibility***

*A Police Officer shall eligible to receive donated sick or vacation leave if the employee:*

1. *Has completed at least one-year of continuous employment service with the Township;*
2. *Has exhausted all accrued sick, vacation and personal leave and all compensatory time off;*
3. *Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and*
4. *Suffers from a catastrophic health condition or injury;*

 *For purposes of this section, a "catastrophic health condition or injury" shall be defined as follows:*

* 1. *A life-threatening condition or combination of conditions; or*
	2. *A period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for sixty (60) or more work days.*

***Procedure***

*The procedure to initiate donated leave is as follows:*

1. *The employee requesting the employee's acceptance as a leave recipient shall submit to the Chief of Police medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, as the case may be.*
2. *When the Chief of Police has approved an employee as a leave recipient, the Chief shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all negotiations representatives in that appointing authority.*
3. *If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.*
4. *A leave recipient must receive at least five (5) sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave donor shall donate only whole sick days and may not donate more than thirty (30) such days to any one recipient.*
5. *A leave recipient shall receive no more than one hundred eighty (180) sick days, and shall not receive any such days on a retroactive basis.*
6. *A leave donor shall have remaining at least seventy-five (75) days of accrued sick leave if donating sick leave.*
7. *A leave donor shall not revoke the leave donation.*
8. *While using donated leave time the leave recipient will not continue to accrue sick leave or vacation leave.*

***Unused Time***

*Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.*

*Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.*

D. If an employee shall retire, resign or otherwise be separated from employment before the end of a calendar year, sick leave shall be prorated at the rate of one and one quarter (1 ¼) days per month, and an employee shall reimburse the Township for any sickleave already taken to which he was not entitled.

E. An employee hired on or before January 1, 2005, who retires, resigns or is otherwise separated from employment, except as a result of a disciplinary or criminal proceeding, shall be entitled to be compensated for unused sick leave as follows:

Years of Maximum Number of Days of Accumulated

Service Unused Sick Leave Subject toCompensation

10 40 days or fifty (50%) percent of the number of days of accumulated unused sick leave, whichever is thelesser, at seventy-five (75%) percent of the daily rate.

15 60 days or fifty (50%) percent of the number of days of accumulated unused sick leave, whichever is thelesser, at seventy-five (75%) percent of the daily rate.

20 80 days or fifty (50%) percent of the number ofdays of accumulated unused sick leave, whichever is thelesser, at 75% of the daily rate.

Such compensation shall be calculated by using the officer's average annual base salary during the last five (5)years of his service. There shall be a cap of Fifteen Thousand and xx/100 ($15,000) Dollars, on payment for accrued and unused sick time at retirement. Should state law change to legally mandate a cap lower than the cap set forth in this section then such state law will supersede the contractual limit.

**ARTICLE XI**

**Recall**

A. Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half (1 1/2) his regular hourly rate of pay with a minimum of three (3) hours workor pay in lieu thereof. Outside vendor work shall remain at four (4) hours.

B. Any employee required to appear in the municipal court, any othercourt, or before any administrative body in connection with his duties while he is off-duty shall be compensated at time and one-half (1 1/2) his regular hourly rate for such appearance. Compensation shall be for a minimum of three (3) hours on any occasion. This sectionshall not apply to any disciplinary proceeding against any employee.

C. For purposes of this Article, the employee's regular hourly rate shall be calculated by dividing his base salary by two thousand eighty (2,080) hours.

**ARTICLE XII**

**Holidays**

1. During the term of this Agreement, each probationary and permanent member of the Department covered by this Agreement shall be compensated for thirteen (13) paid holidays at time and one-half (1½) their regular rate of pay, provided that a probationary officer commencing employment with the Township, during the term of this Agreement, shall be entitled to only 1.08 paid holidays for each month of employment during either year.
2. Holiday pay will be included in base salary and paid in the normal weekly pay check.
3. The holiday schedule for the term of this Agreement is as follows:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day (general)

Veterans Day

Thanksgiving Day

Christmas Day

1. Officers hired on or after January 1, 2012 shall be entitled to the following eleven (11) holidays.

New Year's Day

Washington’s Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

1. Officers hired on or after January 1, 2012 who are scheduled to work on a holiday shall be afforded an overtime rate of time and one-half for all the hours worked on a holiday.

**ARTICLE XIII**

**Uniform Purchase and Maintenance Allowance**

A. Each permanent and probationary member of the Police Department shall be entitled to an annual uniform purchase and maintenance allowance in the aggregate amount of Four Hundred Thirty-Eight and xx/100 ($438.00) Dollars per year, during the term of this Agreement. Such allowance shall be paid to the member in two separate checks of equal amounts, one on April 15th and one on August 1st, provided, however, that payment shall be made only to a permanent or probationary member who is in the employment of the Township as a permanent or probationary member on the date when the payment is to be made. In addition, eligible officers shall receive a uniform purchase and maintenance allowance voucher in the amount of Five Hundred Sixty-Two ($562.00) Dollars per year.

B. Uniform purchase and maintenance allowances shall not be included in calculating payments into any retirement system or in calculating rates of pay for overtime compensation.

**ARTICLE XIV**

**Death in Family**

Each Probationary Officer and permanent member of the Police Department shall be entitled to leave without loss of pay according to the following schedule:

(a) Five (5) working days immediately following the death of a spouse or child;

(b) Three (3) working days immediately following the death of a parent, a brother or sister, or the parent of a spouse;

(c) One (1) working day immediately following the death of a brother-in-law or sister-in-law, a grandmother, grandfather, aunt(s), uncle(s),or other relative living under the same roof, provided that the employee attends the funeral;

(d) Additional funeral leave may be granted by the Chairman of the Police Committee of the Township (or in the event of his absence by a member of said Committee). The request for additional funeral leave shall be made by written application setting forth pertinent factual data upon which the request is based. The application shall bet submitted through the Chief of Police.

**ARTICLE XV**

**Personal Days**

A. Each Probationary Officer and permanent member of the Police Department shall be allowed three (3) personal days per calendar year without loss of pay, provided, however, that a Probationary Officer who is employed after April 30th of any year shall be, entitled to two (2) such personal days in that year, and any Probationary Officer who is employed after August 31st of any year shall be entitled to only one (1) such personal day in that year.

 B. An employee shall request a personal day at least seventy-two (72) hours in advance of said day off. The request may be denied by the Chief or designee when it is necessary to meet the needs of the Township. In addition, a personal day shall not be charged against accumulated sick leave.

C. The seventy-two (72) hour advance request requirement shall be waived when a request for a personal day arises from an emergency condition or emergency situation, which makes such advance request impossible or impractical, provided, however, that the Township reserves the right to reasonably request that an employee supply proof or documentation of the emergency condition or emergency situation. For purposes of this Article, an emergency condition or emergency situation is one which the employee could not reasonably anticipate and/or which requires personal action or attention by the employee that cannot be postponed for at least seventy-two (72) hours and that cannot be reasonably be accomplished during non-working hours.

D. Additional personal days may be granted at the discretion of the Chief of Police in an emergency situation.

**ARTICLE XVI**

**Reimbursement of Certain Expenses**

A. Each probationary and permanent member of the Police Department shall be entitled to receive reimbursements for certain expenses incurred when attending a County or State police school or performing any department-connected assignment at the direction of the Chief. Reimbursement shall be as follows:

 1. Twenty-eight cents ($0.28) per mile for distances actually traveled between the school/assignment and Police Headquarters or the officer's home, as the case may be.

 2. Five and xx/100 ($5.00) Dollars breakfast expense, Seven and 50/100 ($7.50) Dollars lunch expense, and Twelve and 50/100 ($12.50) Dollars dinner expense, except in some situations where meals would be for other than department personnel, or in a situation where the assignment would dictate a larger amount.

B. Reimbursement shall be by vouchers submitted to, and approved by, the Chief. Such vouchers shall detail the expenses and have all receipts attached for all luncheon and dinner expenditures. Reimbursements shall not constitute compensation. This Article shall not apply to attendance at the Police training course, which is a prerequisite to appointment as a permanent member of the Police Department.

**ARTICLE XVII**

**College Credit Payments**

A. Officers hired before June 27, 2011 shall receive additional compensation, in accordance with the schedule in section B of this Article, for the completion of college credits relating to work in which a passing grade of "C" or better, or the equivalent thereof, has been attained. However, all new employees hired after January 1, 1986 will only receive payment for college credits, in accordance with the schedule in section B, for courses and/or majors, which lead to a degree in Police Science or Law Enforcement, and in which a passing grade of "C" or better, or the equivalent thereof, has been attained.

B. For purposes of payment for those Officers eligible under Section A, the schedule is as follows:

 Associates Degree - $750

 Bachelor’s Degree - $1,250

 Master’s Degree - $1,500

C. If a permanent member of the Police Department becomes entitled to reimbursement under section A above, as the result of attending college, the Township will reimburse the Officer for the total cost of required books, as well as fifty (50%) percent of the tuition charges of the college, or fifty (50%) percent of the State or County college tuition charges, whichever is less, upon receipt of a Certificate that the Officer has attained a passing grade of "C" or better. (Such payment shall be made on July 1.) All required books, purchased pursuant to this section C, shall become the property ofthe Officer entitled to be reimbursed therefor.

D. A Probationary Officer shall, upon appointment as a permanent member of the Police Department, become entitled to receive payment for college credits under section A for the calendar year in which the appointment was made, prorated, however, for the period of service during such calendar year. The Officer shall also become entitled to payments for college credits for the full year in which the Officer is appointed as a permanent member.

E. If an Officer shall retire, resign or otherwise be separated from service, payment for college credits shall be prorated for the year in which theretirement, resignation or other separation from service occurs.

 F. Payments pursuant to this Article shall not be included in calculating payments into any retirement system.

#### **ARTICLE XVIII**

**Overtime**

A. All hours worked in excess of the regular schedule shall be considered overtime, and shall be compensated in accordance with the provisions of this Article XIX.

B. Each Probationary Officer, and permanent member of the Police Department covered by this Agreement, shall be entitled to receive overtime pay as follows:

 (1) Overtime, required by reason of emergency, the extension of a tour of duty for more than thirty (30) minutes, or for any other reason, shall be paid at one and one-half (1 1/2) times the employee's hourly base rate.

(2)Except for the extension of a tour of duty, overtime shall be paid on the basis of a minimum of three (3) hours on each occasion.

(3) The employee shall have the option of taking compensatory time, to the limits established by the Fair Labor Standards Act, or cash compensation (both at the timeand one-half (1 1/2) rate), except in the last two (2) months of the calendar year. The election of cash during the last two (2) months of the calendar year is subject to the approval of the Chief,whose approval, if withheld, shall result in the employee being credited with compensatory time at the time and one-half (1 1/2) rate, subject to the Fair Labor Standards Act.

(4) Holiday pay shall be included for purposes of calculating a member's hourly rate under this Article.

(5) Overtime shall be submitted on the first of each month, and will be paid on the second pay check of each month, depending on when submitted.

**ARTICLE XIX**

**Work Incurred Injury**

A. If a Probationary Officer or permanent member of the Police Department suffers an injury or disability in the line of duty (not including an injury or disability suffered while going to or from work), as defined by State law, the Township shall continue such employee at full pay and benefits during the continuation of such employee's inability to work, up to a maximum of six (6) months. During this period of time, all temporary disability benefits, which the employee receives, under the provisions of the Workers Compensation Act, shall be paid over to the Township. The Township Committee may, at its discretion, extend the six (6) months period, pursuant to N.J.S.A. 40A:14-137.

B. The employee shall be required to present evidence by a Certificate of a responsible physician establishing his inability to work. The Township Committee may require the employee to present such certification from time to time, at reasonable intervals. If required, the employee shall submit to an examination by a physician designated by the Township Committee, and shall consent to the release of a report to the Township Committee with respect to that particular injury.

C. The provisions of this Article shall not be interpreted as requiring or authorizing any extension of the one-year period of any probationary employment.

###### **ARTICLE XX**

**Health Benefits**

A. The Township shall continue to provide each probationary and permanent member, covered by this Agreement, with health benefits.

B. The Township reserves the right to change insurance carriers and/or self-insure, so long as equal or better benefits are provided. If the Township should change insurance carriers, advance notice will be given to all employees covered by this Agreement.

C. Effective January 1, 2008, Officers shall contribute Twenty and xx/100 ($20.00) Dollars pay toward their health benefits. Effective January 1, 2011, Officers shall contribute one and one half (1.5%) percent of their salary toward health benefits.

 D. Effective June 28, 2011, unless Chapter 78, P.L. 2011 (“Chapter 78”) is invalidated, Officers shall contribute toward their health benefits, in accordance with the following schedule:

 Existing Officers employed on June 28, 2011, shall pay the rate set forth in Section 39 of Chapter 78 (also reflected in the attached grid attached hereto as Schedule B – Health Benefit Contribution Schedules). Officers, who were already employed by the Township on June 28, 2011, will have their full rate of their contribution towards health care coverage phased in over four (4) years as follows:

July 1, 2011 – June 30, 2012: One Quarter (¼) of the total amount;

July 1, 2012 – June 30, 2013: One half (½) of the total amount;

July 1, 2013 – June 30, 2014: Three Quarters (¾) of the total amount; and

July 1, 2014 – June 30, 2015: the total amount.

Under no circumstances shall the Officer’s contribution towards health care coverage be less than one and one half (1.5%) percent of the Officer’s base salary. In the event that the above schedule results in a contribution level less than one and one half (1.5%) percent of the Officer’s base salary, the Officer will be required to pay one and one half (1.5%) percent of their base salary towards health care coverage.

All Officers, hired after June 28, 2011, must immediately contribute towards their health care coverage, at the full rate set forth, is based upon the Officer’s salary and choice of coverage, and will not be subject to the four (4) year phase-in. In the event that one and one half (1.5%) percent of the newly hired Officer’s base salary exceeds the full contribution amount set forth in Schedule B, the Officer will be required to contribute one and one half (1.5%) percent of base salary towards the Officer’s health care coverage.

E. In the event P.L. 2011, c.78 and/or P.L. 2010, c.2 are invalidated, the contributions required by the first sentence in (C) above shall be reinstated.

**ARTICLE XXI**

**Maintenance of Work Operations**

A. The Association hereby covenants and agrees that for the duration of this Agreement neither the Association, nor any person acting on its behalf, shall cause, authorize or support any strike (i.e., the concerted failure to report for duty or the willful absence of any employee from his position, or the stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duty of employment), work stoppage, slowdown and/or walkout against the Township.

B. In the event of a strike, work stoppage, slowdown, walkout or other job action, it is covenanted and agreed that participation in any or all such activities by any Association member shall entitled the Township to invoke any of the following alternatives:

(1) Withdrawal of Association recognition; and/or

(2) Use of such activities as grounds for termination of employment of such employee(s).

C. The Association agrees that it will make every reasonable effort to prevent such members from participating in any strike, work stoppage, slowdown and/or walkout or from supporting such activity by any other employee or group of employees of the Township and the Association will publicly disavow such action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunctions or damages, or both, in the event of such breach of any of the employees or the Association.

**ARTICLE XXII**

**Other Provisions**

A. Except as otherwise provided herein, all rights, privileges and benefits, which the Association has heretofore enjoyed, and are presently enjoying, shall be maintainedand continued by the employees covered by this Agreement during the term of this Agreement, at not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement.

B. The provisions of all Township Ordinances and Resolutions relating to, or impacting upon, the management and direction of personnel in the Mendham Township Police Department including, but not limited to, the "Manual of Rules and Regulations of the Police Department of the Township of Mendham, 1985", adopted August 26, 1985, shall remain in full force and effect during the terms of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

C. The Association recognizes that the Township has a right to establishand amend reasonable rules and regulations to govern Departmental operations subject to applicable law.

D. Except and unless incorporated by reference in another document, none of the provisions of this Agreement shall apply to any Police Clerk or Police Matron.

**ARTICLE XXIII**

**Separability and Savings**

If any provision of this Agreement, or any application of this Agreement, to any employee, or group of employees, is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all other provisions or applications of this Agreement shall continue in full force and effect for the duration of this Agreement. The provisions of this Agreement shall be subject to, and subordinate to, and shall not annul or modify existing provisions of federal, state or local law.

**ARTICLE XXIV**

**Work Schedule**

A. The Patrol Division work schedule shall consist of four (4) consecutive days on duty, followed by four (4) consecutive days off duty with twelve (12) hour work days. Patrol shifts shall be as follows: Day shift – 6:00 a.m. to 6:00 p.m.

 Night Shift – 6:00 p.m. to 6:00 a.m.

Shift hours can be changed, if mutually agreed upon.

B. The Detective Bureau work schedule shall consist of four (4) consecutive days on duty, followed by three (3) consecutive days off duty, with ten (10) hour work days.

C. All Officers shall be assigned to permanent shifts consisting of days and nights, provided that a majority of the Patrol Division Officers agree thereto. If no such majority agreement is reached, Officers shall be assigned to rotating shifts.

D. Shift selection (for the following year) shall be made on or about November 1st of each year on a seniority basis. However, only one (1) sergeant may select any given shift, which shall also be on a seniority basis.

E. In the event of a temporary or permanent vacancy on a shift, Officers’ schedules may be changed to fill the vacancy, on the basis of inverse seniority, unless another Officer volunteers to fill the vacated shift.

F. Any new Officer attending the academy for basic training, either full time or on waiver, shall work a schedule as prescribed by the Chief of Police.

**ARTICLE XXV**

**Duration of Agreement**

This Agreement shall be in full force and effect as of January 1, 2014 through December 31, 2016. This Agreement contains the entire understanding of the parties and for all proposes shall be deemed the full and final settlement of all bargainable issues between the Township and the Association. All provisions of this Agreement will continue in full force and effect beyond the stated expiration date set forth herein until the successor Agreement has been executed and becomes effective between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and attested by their respective authorized officers on this day of , 2014.

ATTEST: TOWNSHIP OF MENDHAM,

 IN THE COUNTY OF MORRIS

Kathleen Potter, Clerk Maribeth Thomas, Mayor

MENDHAM TOWNSHIP POLICE

BARGAINING UNIT,

P.B.A. LOCAL 139

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Sgt. Daniel Taquinto

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Det. Jason Morrison

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Det. James Arnesen

**SCHEDULE A**

**Date of Commencement of Service &**

**Promotion for Purposes of calculating**

**Salary and Vacation under this Agreement**

 Name

Sergeants: Steven Bittman 1/22/2002

 Promoted to Sergeant: 3/1/2007

Brian Herchick 4/8/2002

 Promoted to Sergeant: 1/1/2012

Daniel Taquinto 12/9/2008

 Promoted to Sergeant 12/23/2013

Matthew Ambrosi 8/14/2007

 Promoted to Sergeant 12/23/2013

Patrolman:

 Robert Wysokoski 9/22/1998

 Bryan Fisk 10/23/2001

 Joseph Wilce 9/28/2004

 Jason Morrison 5/9/2005

 James Arnesen 8/14/2007

Scott Weaver 1/9/2012

Hugo Stone 8/1/2013

Robert Kaleweit 9/17/2013

**SCHEDULE B**

**SINGLE COVERAGE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Salary Range** | **Year 1** | **Year 2** | **Year 3** | **Year 4** |
| less than 20,000 | 1.13% | 2.25% | 3.38% | 4.50% |
| 20,000-24,999.99 | 1.38% | 2.75% | 4.13% | 5.50% |
| 25,000-29,999.99 | 1.88% | 3.75% | 5.63% | 7.50% |
| 30,000-34,999.99 | 2.50% | 5.00% | 7.50% | 10.00% |
| 35,000-39,999.99 | 2.75% | 5.50% | 8.25% | 11.00% |
| 40,000-44,999.99 | 3.00% | 6.00% | 9.00% | 12.00% |
| 45,000-49,999.99 | 3.50% | 7.00% | 10.50% | 14.00% |
| 50,000-54,999.99 | 5.00% | 10.00% | 15.00% | 20.00% |
| 55,000-59,999.99 | 5.75% | 11.50% | 17.25% | 23.00% |
| 60,000-64,999.99 | 6.75% | 13.50% | 20.25% | 27.00% |
| 65,000-69,999.99 | 7.25% | 14.50% | 21.75% | 29.00% |
| 70,000-74,999.99 | 8.00% | 16.00% | 24.00% | 32.00% |
| 75,000-79,999.99 | 8.25% | 16.50% | 24.75% | 33.00% |
| 80,000-94,999.99 | 8.50% | 17.00% | 25.50% | 34.00% |
| 95,000 and over | 8.75% | 17.50% | 26.25% | 35.00% |

**SCHEDULE B**

**FAMILY COVERAGE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Salary Range** | **Year 1** | **Year 2** | **Year 3** | **Year 4** |
| less than 25,000 | 0.75% | 1.50% | 2.25% | 3.00% |
| 25,000-29,999.99 | 1.00% | 2.00% | 3.00% | 4.00% |
| 30,000-34,999.99 | 1.25% | 2.50% | 3.75% | 5.00% |
| 35,000-39,999.99 | 1.50% | 3.00% | 4.50% | 6.00% |
| 40,000-44,999.99 | 1.75% | 3.50% | 5.25% | 7.00% |
| 45,000-49,999.99 | 2.25% | 4.50% | 6.75% | 9.00% |
| 50,000-54,999.99 | 3.00% | 6.00% | 9.00% | 12.00% |
| 55,000-59,999.99 | 3.50% | 7.00% | 10.50% | 14.00% |
| 60,000-64,999.99 | 4.25% | 8.50% | 12.75% | 17.00% |
| 65,000-69,999.99 | 4.75% | 9.50% | 14.25% | 19.00% |
| 70,000-74,999.99 | 5.50% | 11.00% | 16.50% | 22.00% |
| 75,000-79,999.99 | 5.75% | 11.50% | 17.25% | 23.00% |
| 80,000-84,999.99 | 6.00% | 12.00% | 18.00% | 24.00% |
| 85,000-89,999.99 | 6.50% | 13.00% | 19.50% | 26.00% |
| 90,000-94,999.99 | 7.00% | 14.00% | 21.00% | 28.00% |
| 95,000-99,999.99 | 7.25% | 14.50% | 21.75% | 29.00% |
| 100,000-109,999.99 | 8.00% | 16.00% | 24.00% | 32.00% |
| 110,000 and over | 8.75% | 17.50% | 26.25% | 35.00% |

**SCHEDULE B**

**MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Salary Range** | **Year 1** | **Year 2** | **Year 3** | **Year 4** |
| less than 25,000 | 0.75% | 1.50% | 2.25% | 3.00% |
| 25,000-29,999.99 | 1.00% | 2.00% | 3.00% | 4.00% |
| 30,000-34,999.99 | 1.25% | 2.50% | 3.75% | 5.00% |
| 35,000-39,999.99 | 1.50% | 3.00% | 4.50% | 6.00% |
| 40,000-44,999.99 | 1.75% | 3.50% | 5.25% | 7.00% |
| 45,000-49,999.99 | 2.25% | 4.50% | 6.75% | 9.00% |
| 50,000-54,999.99 | 3.00% | 6.00% | 9.00% | 12.00% |
| 55,000-59,999.99 | 3.50% | 7.00% | 10.50% | 14.00% |
| 60,000-64,999.99 | 4.25% | 8.50% | 12.75% | 17.00% |
| 65,000-69,999.99 | 4.75% | 9.50% | 14.25% | 19.00% |
| 70,000-74,999.99 | 5.50% | 11.00% | 16.50% | 22.00% |
| 75,000-79,999.99 | 5.75% | 11.50% | 17.25% | 23.00% |
| 80,000-84,999.99 | 6.00% | 12.00% | 18.00% | 24.00% |
| 85,000-89,999.99 | 6.50% | 13.00% | 19.50% | 26.00% |
| 90,000-94,999.99 | 7.00% | 14.00% | 21.00% | 28.00% |
| 95,000-99,999.99 | 7.25% | 14.50% | 21.75% | 29.00% |
| 100,000-109,999.99 | 8.00% | 16.00% | 24.00% | 32.00% |
| 110,000 and over | 8.75% | 17.50% | 26.25% | 35.00% |