

Contract no. 1680

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INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

OCT 7 1992

**RUTGERS UNIVERSITY**

**AGREEMENT BETWEEN THE TOWNSHIP OF MULLICA  
AND  
POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 178  
FOR  
THE SUPERIOR OFFICERS OF THE MULLICA TOWNSHIP POLICE DEPARTMENT  
AND MATRON/STENOGRAPHER  
1992**

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## AGREEMENT

This AGREEMENT, made on this 23<sup>rd</sup> day of June, 1942 between the TOWNSHIP OF MULLICA, herein after referred to as the "TOWNSHIP" or "Employer" and the Policeman's Benevolent Association, Local 178, for the Superior Officers (Mullica Township Police), herein after referred to as "EMPLOYEE", "SUPERIOR OFFICERS", P.B.A. or "ASS'N."

## WITNESSETH

WHEREAS, the parties named have carried on collective bargaining for the purpose of developing a contract covering salaries, working conditions, benefits and other items and conditions concerning employment; THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the EMPLOYEES of the EMPLOYER as being represented by THE POICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 178 as follows:

## ARTICLE I RECOGNITION

The EMPLOYER recognizes the aforementioned POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 178 as the exclusive Bargaining Agent representing the Superior Officers of the Mullica Township Police Department as follows: the Sergeants, Detective Sergeants, Lieutenants, Chief, & Matron Stenographer being full time regular police officers who have obtained a certificate from the New Jersey Police Training Commission, or are full time employees for the police department of the Township of Mullica excluding all other police officers and all other employees of the Township of Mullica.

## ARTICLE II MANAGEMENT RIGHTS

The ASS'N recognizes that there are certain functions, responsibilities and management rights exclusively reserved for the EMPLOYER. All rights, including, disciplinary action with just cause, rules & regulations, power and authority in accordance with the law possessed by the EMPLOYER prior to signing this AGREEMENT are retained exclusively by the EMPLOYER subject to such limitations as are specifically provided and agreed to in this AGREEMENT.

## ARTICLE III GRIEVANCE

### Section 1

The time limits specified in the Grievance procedure shall be construed as maximum. However, these times may be extended only upon approval of both parties in writing.

### Section 2

A grievance must be presented at Step 1 within five (5)

working days from the date of the occurrence of the incident that gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not be considered a grievance under this AGREEMENT.

#### Section 3

To provide for the expeditious and mutually satisfactory settlement of a Grievance arising in respect to the interpretation or application of this AGREEMENT, the following procedures shall be adhered to. A designated representative referred to in this article shall be a member of the Bargaining Unit as defined in Article I.

#### Section 4

Any employee as defined in Article I may represent himself at all stages of the grievance proceedings, or at his option choose to be represented by a representative of the ASS'N. In either case, the ASS'N shall be kept advised of proceedings as they occur at all steps. Even though the employee chooses to represent himself, the ASS'N shall have the right to be present at all stages of the proceedings, but shall not participate unless requested to do so by the aggrieved party.

#### Section 5

All grievances shall be filed on the official ASS'N. Grievance form supplied by the ASS'N.

#### STEP 1

An officer with a grievance shall first discuss it with his immediate supervisor, either directly or through a representative designated in Section 3 of this Article for the purpose of settling the grievance in an amicable and informal manner. This must be done within five (5) days following the alleged violation. If a solution was not found and satisfaction not received, proceed to STEP II.

#### STEP II

With the exception of the Chief of Police, if no decision or if satisfaction was not received within five (5) working days after presentation in STEP 1, a written grievance may be filed with the Chief of Police or other designated person not later than ten (10) working days of the initial incident. A meeting on the grievance shall be held within five (5) working days of the formal filing of the grievance between the Chief of Police or designated person and the aggrieved party. A decision shall be rendered in writing by the Chief or designated person within five (5) working days of the meeting.

#### STEP III

If the aggrieved is not satisfied with the findings or if there was no decision rendered in writing within the designated time period at STEP II, the aggrieved party may proceed to STEP III. A written notice by the ASS'N. at the request of the aggrieved shall be forwarded to Director of Public Safety along with the prior decisions

for a hearing on the matter. A meeting shall be held between the aggrieved, the ASS'N Representative and the Director of Public Safety within ten (10) days of the formal request at the STEP III level. Said meeting shall not be made public unless both parties involved request it. The Director of Public Safety shall render a written decision within 15 working days of the hearing.

#### STEP IV

If the aggrieved is not satisfied with the findings or if there was no decision rendered in writing within the designated time period at STEP III, the aggrieved party may proceed to STEP IV. A written notice by the ASS'N at the request of the aggrieved shall be forwarded to Mayor and Council along with the prior decisions for a hearing on the matter. A meeting shall be held between the aggrieved, the ASS'N Representative and Mayor & Committee within ten (10) days of the formal request at the STEP III level. Said meeting shall not be made public unless both parties involved request it. The Mayor and Committee shall render a written decision within 15 working days of the hearing.

#### STEP V

If the aggrieved party is not satisfied with the decision of Mayor and Committee, or if there was no decision rendered within the designated time as specified in STEP IV, the ASS'N in behalf of the aggrieved may file formally for an arbitration hearing within fifteen (15) days of the Mayor and Committee Decision or the date the decision was to be rendered.

- (A) The arbitrator shall be selected in accordance with the rules and regulation of the American Arbitration Association or the State Board of Mediation.
- (B) The Arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the closing of the Arbitration Hearing. The decision shall set for the Arbitrator's finding of facts, reasons and conclusions on the issue or issues submitted.
- (C) The Arbitrator's decision shall be binding on all parties.
- (D) The costs for the services of the Arbitrator shall be equally borne by the EMPLOYER and the ASS'N. All other expenses arising out of the Arbitration shall be borne by the party incurring same.

#### ARTICLE IV SALARIES

The salary for all members listed in Article I recognized as being represented by the P.B.A. shall be set forth in Schedules "A" and "B" respectively, which are attached hereto and made a part hereof.

**ARTICLE V**  
**COMPUTATION OF SALARY AND BENEFITS**

Effective January 1, 1992, all officers hired on or after January 1, 1992 shall enjoy all benefits such as Longevity, Seniority, and Vacation to commence as of the date of hire.

All officers hired prior to January 1, 1992 shall enjoy the benefits as agreed upon and enjoyed in the past.

**ARTICLE VI**  
**STAND-BY TIME**

Stand-by time for all officers shall be compensated for at a rate of one (1) hour straight time pay for each three (3) hours of stand-by time or part thereof.

**ARTICLE VII**  
**OTHER EMPLOYMENT**

Members shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, providing same does not interfere or conflict with his responsibilities and duties as a police officer.

**ARTICLE VIII**  
**OVERTIME**

All time worked in excess of a regularly scheduled shift in one day shall be compensated at a rate of one and one half (1.5) times the regular base salary and hazardous duty pay to be included in the computation. Compensation for overtime shall be in either pay or compensatory time at the officer's discretion at a rate of one and one half for one. All time worked in excess of the regularly scheduled work period shall be compensated at a rate of one and one half (1.5) the time worked and is to be computed as above and is to be compensated in pay or compensatory time, at the officer's discretion.

- (A) The hourly rate for overtime shall be computed by adding the base salary & longevity pay together, dividing by 2080 and multiplying by 1.5.
- (B) The straight time rate of pay shall be computed by adding the base pay & longevity pay together and dividing by 2080.
- (C) When the officer works overtime the choice of compensation whether it be in compensatory time at 1 1/2 times or in pay at 1 1/2 shall be his, providing he does not accumulate more than 480 hours of compensatory time.

**ARTICLE IX**  
**RECALL TO DUTY**

When an officer is recalled to duty, he/she shall be compensated

at a rate of one and one half (1 1/2) pay or compensatory time at the officer's discretion for a minimum of two (2) hours. Rate of pay to be computed per Article VIII, Paragraph A.

ARTICLE X  
HOLIDAYS

Each member as defined in Article I except the matron/stenographer shall be paid an annual single pay in the last paycheck in November for thirteen (13) holidays, whether or not the member actually worked that day. Such payment shall equal the sum of thirteen (13) times his daily rate, which is computed at eight (8) times the hourly rate per Article VIII, Paragraph (B).

(A) Members mentioned in Article I that work the holiday shall be compensated an additional eight (8) hours of compensatory time at one hour for one hour.

(B) Holidays shall be as listed:

New Years Day  
Martin Luther King day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving day  
Day after Thanksgiving Day  
Christmas Day

ARTICLE XI  
CLOTHING

Each member except the matron/stenographer shall receive \$ 850.00 per year for the purpose of maintaining and purchasing uniforms. This payment shall be made to the officer in the first pay of January.

Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the EMPLOYER'S expense. The replacement of personal effects such as watches, glasses, etc. shall be covered up to \$ 100.00 per incident. A report of such damage or loss must be submitted at the time of the occurrence, signed by the shift commander.

ARTICLE XII  
MEDICAL BENEFITS

Medical and health plans, eg. Blue Cross, HMO, Health Ways, Major Medical, Prescription Plan, Dental Plan, one (1) eye examination per year, etc. shall be paid fully by the EMPLOYER. There shall be no decrease in benefits of the above plans and the members mentioned in Article I shall receive any improvements or

upgrading of benefits which are given to any other Township employee at no cost to the EMPLOYEE. If there should be an anticipated change of the medical plan carrier, the P.B.A. shall be given advance notice of said change.

ARTICLE XIII  
SICK LEAVE

The Township recognizes that unlimited accumulation of Sick Leave and Vacation time was a condition of employment for the EMPLOYEES listed in ARTICLE I. The TOWNSHIP further agrees to grant the EMPLOYEES listed in ARTICLE I, unlimited sick leave which will not be accumulated.

The EMPLOYEES listed in ARTICLE I, agree to waive that condition of employment with regard to Sick Leave and Vacation Time and agree to FREEZE all accumulated Sick Leave and Vacation Time up to and including the effective date of this AGREEMENT.

Should an EMPLOYEE leave employment or be terminated, the EMPLOYER agrees to compensate the EMPLOYEE for all days frozen at the EMPLOYEE'S current hourly rate (1/2080 of annual salary).

Should the EMPLOYEE retire, the EMPLOYER agrees to continue the EMPLOYEE'S bi-weekly as a terminal leave for the equivalent amount of time owed to the EMPLOYEE.

Should an EMPLOYEE become deceased while in direct employment or while on terminal leave, the EMPLOYER agrees to pay the EMPLOYEE'S next of kin in one lump sum in the next pay period following the EMPLOYEE'S death.

From date of hire to the completion of five (5) years, the employee shall be assessed no more than three (3) days per year for days off due to illness or injury. Upon the completion of five (5) years, there shall be no loss of time or pay to the EMPLOYEE for days off duty due to illness or injury.

ARTICLE XIV  
VACATIONS

Completion of 1 year	1	scheduled work week
Completion of 2 years	2	scheduled work weeks
Completion of 3 years to 5 years	3	scheduled work week
Completion of 5 years to 10 years	4	scheduled work weeks
Completion of 10 years to 15 years	5	scheduled work weeks
Completion of 15 years to 20 years	6	scheduled work weeks
Completion of 20 years to 25 years	7	scheduled work weeks
Completion of 25 years to retirement	8	scheduled work weeks

Vacations shall be based on the completion years if completed within the calendar year. All vacations are to be taken during the calendar year when possible. Employees shall not be permitted to carry into the following year more than the equivalent of two (2) years vacation time.

Those officers employed prior to January 1, 1990 shall enjoy the benefit of 3 scheduled work weeks after the completion of 1 year up to 5 years of service.



**ARTICLE XV**  
**LONGEVITY**

Longevity Pay shall be in accordance with the following chart. Said pay shall be paid to the EMPLOYEE on the first pay period in the month of the EMPLOYEE'S anniversary date. Article V shall be followed.

Longevity Pay shall be based on the anniversary date of the EMPLOYEE per Article V.

Completion of 3 years	\$ 450.00
Completion of 4 years	\$ 600.00
Completion of 5 years	\$ 750.00
Completion of 6 years	\$ 900.00
Completion of 7 years	\$ 1050.00
Completion of 8 years	\$ 1200.00
Completion of 9 years	\$ 1350.00
Completion of 10 years	\$ 1500.00
Add \$ 150.00 per year up to 20 years of Service	

**ARTICLE XVI**  
**COMMUNICABLE DISEASES**

Any officer who shall suffer from any communicable disease, eg. Hepatitis A, Hepatitis B, Aids, Etc. shall be treated with the assumption that the disease was contracted in and during the performance of duty. Incident reports may be required to validate the claim.

**ARTICLE XVII**  
**RETENTION OF BENEFITS**

Except as otherwise provided here in, all rights, privileges and benefits which the members of the P.B.A. as mentioned in Article I of this AGREEMENT have heretofore enjoyed in the past and are presently enjoying, shall be maintained and continued by the EMPLOYER at not less than the highest standards in effect during the life of this AGREEMENT.

The provisions of all Township Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this AGREEMENT, and shall be incorporated in this AGREEMENT as if set forth herein at length.

Upon retirement, all personnel mentioned in Article I, shall retain and enjoy all medical, optical, dental, health and prescription benefits as other personnel employed by the Township of Mullica.

**ARTICLE XVIII**  
**LEGAL AID**

The EMPLOYER shall provide legal aid to all personnel covered by this AGREEMENT pursuant to the applicable statutes of the State of New Jersey. An attorney of the EMPLOYEE'S choice may be used at the

expense of the Township ONLY after first receiving approval from the Township Solicitor. The Township Solicitor shall NOT represent the employee.

**ARTICLE XIX**  
**DISCRIMINATION OR COERCION**

There shall be no discrimination interference or coercion by the EMPLOYER or any of its agents against the EMPLOYEES represented by the P.B.A. because of membership or activity in the association and the P.B.A. or any of its agents shall not attempt to intimidate or coerce any employee into membership. Neither the EMPLOYER nor the P.B.A. shall discriminate against any employee because of race, color, creed, nationality, age, sex or affiliation.

**ARTICLE XX**  
**SAVINGS CLAUSE**

In the event any Federal or State legislation, Governmental Regulation or Court Decision causes any Article of this AGREEMENT or part thereof to become invalid, illegal or unlawful, all other Articles and Sections not effected shall remain in full force and effect, and the parties shall re-negotiate any Articles effected.

**ARTICLE XXI**  
**PERSONAL DAYS**

Each member of the Police Department mentioned in Article I shall be given three (4) personal days for the calendar year to be taken at their discretion at any time during the course of the calendar year. A minimum of four (4) hours notice is required except in the case of an emergency.

**ARTICLE XXII**  
**MEDICAL EXAMINATION**

Each member shall be afforded a complete medical examination once each calendar year. This examination shall be mandatory and shall consist of basic blood work, chest X-Ray, EKG, eyes, ears, nose, throat, prostate and any other tests recommended by the examining physician, eg: stress test, etc. If the medical examination is not covered by the employee's health plan, all expenses for the examination shall be borne by the EMPLOYER.

**ARTICLE XXIII**  
**PAY CHECKS**

All items on the pay check shall be listed separately, such as, overtime, dues, pension, etc. All additional pay, excluding overtime, shall be paid on a separate check.

**ARTICLE XXIV**  
**DELEGATES AND CONVENTIONS**

- A. Delegates to the State P.B.A. or F.O.P. shall be afforded time off without loss of time or pay to attend the scheduled meetings or special meetings of the State Organization.
- B. P.B.A. or F.O.P. Convention Delegates shall be afforded time to attend the conventions of the State Organization without loss of time or pay, time will be allowed for travel to and from said location of the Convention.

**ARTICLE XXV**  
**NEGOTIATIONS PROCEDURES**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employee Relations Act, in good faith, to reach an agreement on all matters concerning the terms and conditions of employment of the employees mentioned in Article I. Such negotiations shall begin not later than September 15, of the calendar year in which the AGREEMENT expires. Any AGREEMENT so negotiated shall apply to all employees mentioned in Article I, will be reduced in writing, ratified by both parties and signed by the authorized representatives of the Township of Mullica and the Policeman's Benevolent Association.
- B. Both parties agree there will be no changes in the terms and conditions of employment during the lifetime of this AGREEMENT, except through negotiations between both parties.
- C. Whenever a representative of the P.B.A. or any employee is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, grievances, conferences or meetings, he shall suffer no loss of time, pay or any other fringe benefits and shall be relieved from duty subject to the manpower needs of the department.

**ARTICLE XXVI**  
**COURT TIME**

All members mentioned in Article I attending any court hearing or conference stemming from a criminal or quasi-criminal matter shall be compensated at a minimum of two (2) hours call in pay (per Article VIII Paragraph B) for each attendance when the officer is not scheduled for duty.

**ARTICLE XXVII**  
**SPARE**

**ARTICLE XXVIII**  
**ADDITIONAL EXPENSES**

The EMPLOYER agrees to pay reasonable costs of meals and lodging when incurred while on official business outside of the Township.

A meal allowance in the amount of \$ 5.00 per meal will be granted while attending school.

The EMPLOYER agrees to pay \$ 0.20 per mile and tolls when the officer's personal vehicle is used for official police business.

**ARTICLE XXIX**  
**SCHEDULING**

There shall be a minimum notice of forty eight (48) hours on all schedule changes, meetings or any other activity notices except in the event of a police emergency, eg: floods, civil disturbances, severe accidents, etc. Employees may switch with one another with permission, notification must be made. Work schedule must be posted at least fifteen (15) days in advance. Schedules shall not be changed to avoid overtime unless the criteria in this Article is met.

**ARTICLE XXX**  
**OVERTIME SCHEDULING**

A. Distribution of overtime shall begin by seniority and rotate hence forth. If an officer refuses overtime, his name shall be skipped and proceed to the next senior man.

B. If an emergent situation arises and a shift is required to be filled (less than 24 hours notice), the officer on duty shall remain on duty to fill the vacancy for the first half of the shift and shall be compensated at a rate of 1 1/2 times pay per Article VIII, Paragraph A. The on-coming officer shall be called in to report early to fill the shift and shall be compensated a rate of 1 1/2 pay per Article VIII Paragraph A. If the on-coming officer refuses or cannot be contacted, the officer on duty shall remain on duty if he chooses to do so or Paragraph A of this Article shall be followed. Under no circumstances will the shift remain uncovered.

If there is more than a twenty four (24) hour notice that the shift will be vacant, Paragraph A of this Article shall be followed.

C. All time worked in excess of the normally scheduled work day shall be compensated at 1 1/2 times the employees salary in accordance with Article VIII, Paragraph A.

**ARTICLE XXXI**  
**MANPOWER REQUIREMENTS**

Minimum manpower shall be maintained within the Mullica Township Police Department at not less than Eleven (12) Police Officers, excluding the Chief of Police.

**ARTICLE XXXII**  
**LEAVE OF ABSENCE FOR BEREAVEMENT**

Members as mentioned in Article I shall be allowed the following time off in the case of death of the following: mother, father, grandmother, grandfather, wife son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, from the day of death to the day of burial, inclusive.

For grandchild, aunt, uncle, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, niece nephew and aunt or uncle, day of burial only.

Exception to this rule may be made when the deceased is buried in another city and the member is unable to return to duty in the amount of time granted.

**ARTICLE XXXIII**  
**DURATION**

- A. This AGREEMENT shall become effective January 1, 1992 and shall terminate on December 31, 1992. If either party desires to change this agreement, it shall notify the other party in writing at least one hundred and twenty (120) days prior to the expiration of this AGREEMENT of proposed changes. If notice is not given as herein stated, this AGREEMENT shall automatically be renewed for another year
- B. The terms set forth in this AGREEMENT shall remain in effect after December 31, 1992 and during such time that the AGREEMENT for is being negotiated .

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

ATTEST:

Mary Lou Lemon  
Township Clerk

TOWNSHIP OF MULLICA

BY: Lawrence H. Weinberg  
Mayor

ATTEST:

\_\_\_\_\_  
Witness

POLICEMAN'S BENEVOLENT ASS'N

BY: [Signature]  
P. B. A. Representative

BY: [Signature]  
Chairman, Negotiation Comm.

Ratified By: P. B. A. \_\_\_\_\_  
Date

Ratified By: TOWNSHIP OF MULLICA 6-23-92  
Date

SCHEDULE "A"

1992

January 1, thru June 30

2%

Chief .....	\$ 39,094.81
Lieutenant .....	\$ 35,046.64
Sergeant .....	\$ 32,185.44
Matron/Stenographer .....	\$ 19,457.45

1992

July 1 thru December 31

7%

Chief .....	\$ 41,831.44
Lieutenant .....	\$ 37,499.90
Sergeant .....	\$ 34,438.42
Matron/Stenographer .....	\$ 20,819.47