

Stanhope, Borough  
Police Department  
STANHOPE POLICE DEPARTMENT

CONTRACT

Proposal for a three-year contract to cover the Stanhope Policemen from January 1, 1987 to December 31, 1989.

SECTION I Term and Renewal

The term of this agreement is for the period of January 1, 1987 to December 31, 1989 and from year to year thereafter, subject to a written notice from either party to the other of the desire to change or amend this agreement. To be effective, such written notice must be received by the other party by no later than one hundred sixty-five (165) days prior to the Borough's required budget submission date. The foregoing reference is derived from Public Employment Relations Commission Regulations and the adoption by the Public Employment Relations Commission of a February 10 required budget submission date for municipalities such as a Borough. In the event of any change in the PERC statute or regulations, this Section shall be deemed to have been amended to conform to such change.

In the event that written notification has been received and no agreement reached by the end of the above cited designated term of this agreement, the provision then in effect shall remain in full force until a subsequent agreement is legally adopted.

SECTION II Applicability

The provisions of this agreement shall apply solely to full time employees of the Borough of Stanhope classified by Civil Service as Police Officers and Sergeant.

SECTION III Salaries

- a) The salaries of the applicable employees of the Police Department of the Borough of Stanhope during the term of this agreement shall be set forth in the 1987, 1988 and 1989 Salary Ordinance and paid in accordance thereto.
- b) The salary is based on 160 hours in a 28 day cycle. Overtime shall be defined as hours worked in excess of 160 hours in any 28 day cycle. All overtime provisions shall be subject to the requirements of the Federal Fair Labor Standards Act and any applicable Federal Department of Labor Administrative Regulation.
- c) Attached step guide (appendix 1) illustrates the salary schedule for each calendar year for each covered employee of this contract.

d) Sergeant's stipend shall be \$750.00 per annum. Detective's stipend shall be \$300.00 per annum. Beginning in 1988 and thereafter the respective stipends shall be \$900.00 per annum for Sergeant and \$450.00 per annum for Detective.

e) All salaries shall be paid retroactively once budget is adopted; to be paid in a pay period as soon as possible following budget adoption.

f) All officers hired subsequent to January 1, 1987 shall be paid the annual rate indicated in 1a. of the Step Guide, and the rate indicated in 1b. upon successful completion of the police academy. An officer shall progress to Step 2 of the Guide at the start of the next fiscal year following his successful completion of the police academy, but in no case shall an officer exceed eighteen(18) months of service without advancing to Step 2. Thereafter, affected officers shall advance to the succeeding steps at the rate of one step per year until reaching the final step in the Guide.

g) Each officer of the bargaining unit shall receive a supplement to his salary annually based on years of service and a percentage of gross salary as shown in Appendix 2. Said supplement(longevity pay) shall be paid to each officer in a lump sum during the month of November of each year.

#### SECTION IV Vacation Leave

a) A paid vacation of one calendar week will be earned after six (6) month of service.

b) A paid vacation of a second calendar week will be earned after twelve (12) months of service.

c) A paid vacation of three calendar weeks will be earned after seven (7) years of service.

d) A paid vacation of four (4) calendar weeks will be earned after fifteen (15) years of service.

e) The definition of a calendar week is six (6) working days.

The scheduling of all vacation time must be approved by the Chief of Police and vacation time cannot be accrued for more than one subsequent year.

#### SECTION V Holidays

a) The employees of the Police Department subject to this agreement shall receive thirteen (13) one-day holidays accruing at one and one-twelfth per month worked.

b) The covered employee shall select their day off to be charged against this provision prior to the end of each preceeding month. The selection of the date shall be reviewed by the Chief of Police and a response given so that if for any reason the date selected is disapproved the employee will have sufficient time to select another.

c) Holiday time may not be accrued into a subsequent year.

d) There shall be no personal leave days granted other than the time off cited in the appropriate provisions of this agreement.

#### SECTION VI - New Appointment - Permanent or Temporary

Any employee of the Police Department subject to this agreement appointed to a higher grade by the action of the Stanhope Borough Council will receive the compensation for that appointed grade for only as long as the person is serving in that appointed grade.

SECTION VII Sick Leave

All members of the Police Department subject to this agreement shall be entitled to sick leave totaling fifteen (15) days per year with pay. Sick leave may be accrued in an unlimited fashion. The Borough may require proof of illness whenever it is deemed reasonable and/or any five (5) consecutive day sick period shall be required. Upon the officers return to duty, a note shall be obtained and supplied to the Chief of Police by the officer involved.

SECTION VIII Job Related Injury

Any member subject to this agreement that is unable to work due to a job related injury, so stated by a Borough selected physician and in which a compensation report has been submitted from the said officer to the Borough of Stanhope, time off will not be deducted from the said officer's sick leave.

SECTION IX Clothing Maintenance

All members of the Police Department subject to this agreement shall receive a total of six hundred dollars (\$600.00) per annum for the purpose of purchasing and cleaning of uniforms. This payment will be made by the Borough in a pay period in January in each contract year. Any member terminated during a calendar year is to return all equipment and clothing purchased by the Borough. This amount shall increase to \$650.00 in 1988, and to \$700.00 in 1989.

SECTION X - Funeral Leave

Each officer shall be entitled to bereavement leave of three days commencing with the date of the death. This leave shall be granted in the event of a death of a member of the immediate family (mother, father, sister, brother, husband, wife, child, mother-in-law, father-in-law).

SECTION XI - Overtime

a) Time spent by a patrolman or sergeant in Superior, County, Municipal or other court on official business shall be treated equally with all other official on-duty time for purposes of calculating compensation at straight and overtime rates.

b) Should it become necessary for a police officer or sergeant to work over the one-hundred and sixty (160) hours in a 28 day cycle, they shall be compensated on an hourly basis at time and one-half pay.

c) Compensation paid shall be at the discretion of the Borough in accordance with NJSA 40A:14-134 at the rate established by subsection (b) above.

SECTION XII Off-duty Employment

Officers shall be entitled to have outside employment as long as it does not interfere with police duty, but only upon receipt of written permission from the Chief of Police and the Borough Administrator prior to commencement of other employment.

SECTION XIII Tuition Credits

In the event of an officer completing any pertinent college law enforcement course with a grade of C or better, there shall be added to his salary twenty five dollars (\$25.00) per credit reimbursement paid annually for the next five years of that employee's tenure with the Borough. No reimbursement shall be made for course work in which the grade is less than a C.

SECTION XIV Insurance

Major medical, blue cross and blue shield will be paid by the Borough. In addition, the Borough will provide to the covered employees a dental plan in which the cost will be provided in full by the Borough for their use. The Borough reserves the right to change carriers at any time and the Borough resolves that any change in carriers will not result in a loss of benefits to its employees.

SECTION XV Legal Counsel

If and when required, the Borough police employees will be represented by an attorney as specified by State Law.

SECTION XVI Management Rights

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

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

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the laws of the State of New Jersey and of the United States.

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

SECTION XVII No-Strike Pledge

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, or walkout. The PBA agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be grounds for disciplinary action which may include suspension or termination.

C. The PBA will actively discourage any of its members or persons acting on their behalf from taking part in any strike, slowdown, or job action, and make reasonable efforts to prevent such illegal action.

D. Nothin contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such administrative or judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA, its members, or any person acting on its behalf.

SECTION XVIII Agency Shop .

A. If an employee does not become a member of P.B.A. during any membership year (January 1 - December 31) which is covered in whole or in part by this agreement, said employee shall be required to pay a representative fee to the P.B.A. for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the P.B.A. as majority representative. Said fee shall be equal to eighty-five percent (85%) of normal membership dues, initiation fees, and assessments charged by the P.B.A. to its own members in a given year.

B. The P.B.A. shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in the fulfillment of its obligations under this section.

SECTION XIX Fully Bargained Provision

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and

B. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be grounds for disciplinary action which may include suspension or termination.

C. The PBA will actively discourage any of its members or persons acting on their behalf from taking part in any strike, slowdown, or job action, and make reasonable efforts to prevent such illegal action.

D. Nothin contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such administrative or judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA, its members, or any person acting on its behalf.

SECTION XVIII Agency Shop .

A. If an employee does not become a member of P.B.A. during any membership year (January 1 - December 31) which is covered in whole or in part by this agreement, said employee shall be required to pay a representative fee to the P.B.A. for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the P.B.A. as majority representative. Said fee shall be equal to eighty-five percent (85%) of normal membership dues, initiation fees, and assessments charged by the P.B.A. to its own members in a given year.

B. The P.B.A. shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in the fulfillment of its obligations under this section.

SECTION XIX Fully Bargained Provision

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and

that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Borough and the PBA, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

SECTION XX Grievance Procedure

a) Definition

1. A "Grievance" is a claim by a "police officer," sergeant, the Borough Administrator or the Chief of Police based upon the interpretation, application or violation of this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any other person who might be required to take action or against whom action might be taken in order to resolve this claim.

4. "Police Officer" is a full time officer; including sergeant in the Stanhope Police Department.

5. The PR & R Committee is the Representatives Committee on Professional Rights and Responsibilities.

b) Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise. Both parties agree that these proceedings will be kept as informal and strictly confidential as may be appropriate at all levels of the procedure.

c) Grievance

Should any dispute or difference arise between the Borough and the Representative or its members as to the application or operation of any provision of this agreement both parties shall endeavor to solve same in the simplest and most direct manner. The procedure shall be as follows unless mutually agreed in writing by both parties.



First

Within ten (10) days after the event giving rise to the grievance, a meeting shall occur between the aggrieved party and the Borough representative (Chief of Police) to try to reach a solution at the lowest possible level. The Chief shall give a written response within five days after the meeting.

Second

If the grievance is not settled at the first step, the aggrieved party must petition the Borough for the second step within twenty (20) days after receipt of the Chief's response. This meeting will then be scheduled within five (5) working days of receipt of the requesting petition or as mutually agreed. This second meeting will include the aggrieved party and/or their representative, the Chief of Police, Borough Administrator and their legal counsel. The Borough's answer to the second step shall be written and sent to the parties within ten (10) working days of the meeting.

Third

If the aggrieved person or the P.R.&R. representative is not satisfied with the handling or result of the second level response, they may within fifteen (15) days notify the Borough Committee that they wish the matter to be forwarded to arbitration.

a) Within fifteen (15) days after receipt of such written notice of submission to arbitration, the Borough Administrator and the P.R.&R. Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by the aggrieved party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

b) The arbitrator so selected shall confer with the representatives of the Borough and the P.R.&R. Committee and hold hearing promptly and shall issue his decision no later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be without power or authority to make any decision which requires the commission of an act prohibited by or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the

Borough Administrator and the representative and shall be non-binding on the parties.

c) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the Borough and the representative. Any other expenses incurred shall be paid by the party incurring same.

SECTION XXI Severability

If any provision of the contract or any application of the contract or any application of the contract 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 or such application shall be inoperative but all other provisions and all other applications shall not be affected thereby and shall continue in full force and effect.

ATTEST:

BOROUGH OF STANHOPE

Audrey Duref

John C. Smith  
Administrator

Jan M. Nally  
Police Chairperson

STANHOPE POLICE DEPARTMENT

Audrey Duref

Michael Reich  
MICHAEL REICH Representative

Dean Fisher  
Dean Fisher, Representative

APPENDIX 2  
LONGEVITY PAY

<u>SERVICE YEAR</u>	<u>% OF GROSS PAY</u>
1st - 3rd	-0-
4th - 7th	1
8th - 11th	2.5
12th and beyond	3

APPENDIX I  
SALARIES AND STEP GUIDE  
FOR CONTRACT YEARS  
1987-1989

	<u>1987</u>	<u>1988</u>	<u>1989</u>
Sergeant Waldron	\$31,394.	\$32,963.	\$34,611.
Officer Carrell(Det.)	28,605.	30,036.	31,537.
Officer T. Grego	Step 4	Step 5	Step 6
Officer Fisher	Step 4	Step 5	Step 6
Officer Reich	Step 3	Step 4	Step 5
Officer Santagata	Step 2	Step 2	Step 3

STEP GUIDE

	<u>1987</u>	<u>1988</u>	<u>1989</u>
Step 1a.	\$17,000.	\$18,000.	\$19,000.
Step 1b.	18,000.	19,000.	20,000.
Step 2	20,000.	21,000.	22,000.
Step 3.	22,000.	22,750.	24,000.
Step 4	24,000.	24,500.	25,750.
Step 5	26,000.	26,500.	27,000.
Step 6	28,000.	29,000.	29,500.