

A G R E E M E N T  
BETWEEN  
THE BOROUGH OF STANHOPE  
AND  
PBA LOCAL 138  
(STANHOPE BOROUGH UNIT)

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JANUARY 1, 1994 through DECEMBER 31, 1995

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A G R E E M E N T

THIS AGREEMENT entered into this \_\_\_\_\_ day of October, 1994 by and between the Borough of Stanhope, a municipal corporation located in the County of Sussex and the State of New Jersey, hereinafter referred to as "the Borough" or "Employer", and the PBA Local 138 of the Borough of Stanhope, being an association of all the policeman of the rank of Sergeant or below, which are affected by this agreement, which said collective body is hereinafter referred to as the "Association".

WITNESSETH that:

SECTION I - Term and Renewal.

The term of this agreement shall be for the period January 1, 1994 through December 31, 1995 and from year to year thereafter, subject to 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 no later than one hundred sixty-five (165) days prior to the Borough's statutory budget submission date. The foregoing is derived from the Public Employee Relations Commission Regulations. In the event the applicable statute and/or regulations change, this Section shall be deemed to have been amended to conform with same.

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

SECTION II - Applicability.

For the purposes of this Agreement, the term "Police Officer" or "Employee" shall be defined as a full time uniformed police officer employed on a permanent basis. Special police, matrons, crossing guards, clerks, and officers above the rank of Sergeant are expressly excluded.

SECTION III - Salaries.

a. The base annual salaries of all employees covered herein shall be as set forth in the Step Guide in Appendix "A" hereof, and in accordance with the 1994 and 1995 salary ordinances. Payment in accordance with the rates therein shall begin in a pay period as soon as possible following final adoption of the budget, and shall be retroactive to the beginning of the pertinent calendar year.

b. The salary is based on 40 hours in a 7 day cycle. Overtime shall be defined as hours worked in excess of 40 hours in a 7 day cycle. All overtime provisions shall be subject to the requirements of the Federal Fair Labor Standards Act and any applicable U.S. Department of Labor administrative regulations.

All overtime must be expressly approved by the Chief of the Stanhope Police Department.

SECTION IV - Step Guide.

a. Officers who are not graduates of an accredited New Jersey police academy hired on or after January 1, 1994 shall begin at Step 1A of the Step Guide, and advance to Step 1B upon successful completion of the academy or at the start of the next calendar year, whichever occurs first. The officer shall then advance to Step 2 upon completion of the academy or at the start of the next calendar year, whichever occurs last. Thereafter, the officer shall advance one step in each succeeding calendar year.

b. A newly hired officer who has completed an accredited New Jersey police academy shall enter at Step 2 or higher, depending upon his years of experience, but under no circumstances, higher than Step 4.

SECTION V - Stipends.

A one-time stipend as indicated below shall be paid annually to the Sergeant and to the officer holding the title of Detective:

	<u>1994</u>	<u>1995</u>
Detective	\$1,100	\$1,200
Sergeant	\$1,500	\$1,600

SECTION VI - Longevity.

Each officer shall receive a salary supplement annually based on years of service according to the following schedule:

<u>Years of Service</u>	<u>Percentage of Gross Pay</u>
0-3	0
4-7	3
8-12	4
13 and over	5

The annual longevity pay supplement shall be paid sometime during the month of November.

SECTION VII - Vacation Leave.

Paid vacation leave shall be accrued according to the following schedule:

a. One calendar week upon completion of six (6) months service; and a second week after twelve (12) months service.

b. Two calendar weeks annually thereafter up to seven (7) years of service.

c. Three calendar weeks annually after seven (7) years of service.

d. Four calendar weeks annually after fifteen (15) years of service.

A calendar week shall be defined as six (6) working days.

All vacation leaves must receive the prior approval of the Chief of Police. No more than one year's compliment of vacation leave may be carried forward into the following calendar year; all time in excess thereof shall be forfeited.

SECTION VIII - Holidays.

a. Officers shall receive thirteen (13) paid one-day holidays accruing at the rate of one and one-twelfth days per month worked.

b. Officers shall select a day each month to be charged against this provision no later than the last day of the month next preceding, so that should the Chief determine it poses a scheduling conflict, the officer will have sufficient time to select an alternate date.

c. Holiday time is not cumulative; that is, it may not be carried over into a subsequent year.

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

SECTION IX - Temporary Appointment.

Employees appointed to a higher grade by reason of action of the Borough Council shall receive compensation commensurate therewith for only the period of said appointment.

SECTION X - Sick Leave.

a. Officers shall be entitled to paid sick leave at the rate of fifteen (15) days per year, to be accumulated with no limit thereto. The Borough may require proof of illness whenever deemed reasonable, and will require same after any five consecutive day period.

b. Upon retirement from the Stanhope Police Department, officers shall be paid for 25 per cent of accumulated sick leave, at the regular rate of pay, but not to exceed \$5,000.

SECTION XI - Job Related Injury.

Any employee who is unable to work due to a job related injury, as determined by a physician selected by the Borough, and for which a compensation report has been duly submitted by the officer to the Borough, will not have time deducted for same from his accumulated sick leave.

SECTION XII - Basic Uniform Issue/Clothing Allowance.

a. Upon hiring, each officer shall be issued the following basic uniform:

- 3 - long sleeve shirts
- 3 - short sleeve shirts
- 3 - pairs of pants
- 2 - ties
- 1 - pair oxford shoes
- 1 - pair boots
- 1 - raincoat and hat protector
- 1 - winter coat
- 1 - light weight jacket
- 1 - hat
- 1 - garrison belt

b. Additionally, each officer shall be supplied with the necessary clothing and equipment required to complete the academy.

c. Each officer shall receive an annual allowance for the purpose of purchasing and cleaning police uniforms, payable during a pay period in January of each contract year. Any officer terminating employment with the Borough shall return all equipment purchased by the Borough. The allowance for 1994 shall be \$1,000.00 per officer; and \$1,075.00 per officer in 1995.

SECTION XIII - Meal Reimbursement.

Officers attending mandatory training or superior court will be reimbursed for each meal up to a maximum of \$8.00 per meal upon submission of a proper receipt.

SECTION XIV - Funeral Leave.

Each employee shall be granted three (3) days of bereavement leave in the event of the death of an immediate family member beginning with the day on which the death occurs. The immediate family shall be defined as: parent, sibling, spouse, child, or father/mother in-law.

SECTION XV - Overtime.

a. Any time spent by an officer in Superior, County, Municipal or other court in an official capacity shall be treated equally with all other on-duty time for purposes of calculating compensation at straight and overtime rates.

b. Should it become necessary for an officer to work over forty (40) hours within a 7 day cycle, he shall be compensated for each hour in excess thereof at the rate of time and one-half.

c. Compensation paid shall be at the discretion of the Borough in accordance with N.J.S.A. 40A:14-134 at the rate established by subsection "b" hereof.

d. Officers called in to duty by the Chief or his authorized representative shall be paid for at least two (2) hours. The rate of pay for said hours shall be determined by the standard set forth in "b." above.



SECTION XVI - Off Duty Employment.

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

SECTION XVII - Tuition Credits.

For each pertinent college level law enforcement course completed with a grade of "C" or better, an officer shall receive an addition to his annual salary of twenty-five dollars (\$25.00) per credit for a period not to exceed five (5) years. No compensation shall be granted for any course work completed with a grade of less than "C".

SECTION XVIII - Insurance.

a. The Borough shall provide at its expense a hospitalization and major medical insurance plan through Blue Cross and Blue Shield of New Jersey or an equivalent plan.

b. The Borough shall provide at its own expense a dental plan for all employees.

c. The Borough will reimburse each employee for the cost of eyeglass repair and/or replacement, or examinations therefor, up to but not exceeding \$125.00 in any one calendar year. This plan shall not apply to any dependents.

d. The Borough reserves the right to change carriers for medical and/or dental insurance; but without any reduction in benefits.

SECTION XIX - Legal Counsel.

Whenever required, the Borough shall provide legal counsel for affected officers in accordance with New Jersey statutory provisions.

SECTION XX - Special Details.

All officers working special details, e.g., sporting events, strike details, traffic control for private contractors, etc., shall do so only when assigned to same by the Chief of Police, and shall be compensated for same at the rate of \$30.00 per hour worked. The Borough shall establish a policy that any organization requiring such assistance shall make its request therefor to the Chief and pay according to the established scale.

SECTION XXI - Management Rights.

a. The Borough hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and invested 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 or 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 or authority under R.S. 40A or R.S. 11 or other national, state, county or local laws or ordinances.

SECTION XXII - No Strike Pledge.

a. The Association covenants and agrees that during the term of this Agreement neither the Association 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 Association 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 shall be grounds for disciplinary action which may include suspension or termination.

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

d. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek 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 Association, its members, or any person acting on its behalf.

SECTION XXIII - Agency Shop.

a. If an employee does not become a member of the Association 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 shall 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 XXIV - 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 P.B.A., 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 XXV - Grievance procedure.

a. Definitions.

1. A "grievance" is a claim by an officer, the Borough Administrator, or the Chief of Police based on 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 the claim.

4. "Officer" or "Police Officer" is a full time officer, including the Sergeant, in the Stanhope Police Department.

5. The "PR&R Committee" is the Representative's Committee on Professional Rights and Responsibilities.

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

c. Grievance. Should any dispute or difference arise

between the Borough and the Association 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 otherwise in writing by both parties:

1. Within ten (10) days of 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 (5) days after the meeting.

2. If the grievance is not settled at the first step, the aggrieved party may 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 may be mutually agreed. This second meeting will include the aggrieved party and/or his representative, the Chief of Police, Borough Administrator and their legal counsel. The Borough's answer shall be sent in writing to the parties within ten (10) working days of the meeting.

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

a) Within fifteen (15) days of such written notice of submission to arbitration, the Borough Administrator and the PR&R committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree on 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 Borough and the PR&R Committee and hold hearings 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 of 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, reasonings and conclusions on the issues submitted. The arbitrator's decision shall be without power or authority to make any decision that 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 costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary




travel, subsistence expense and cost of the hearing room shall be borne equally by the Borough and the representative. Any other expenses shall be paid by the party incurring same.

SECTION XXVI - Severability.


If any provision of the Agreement or application thereof to any employee or group of employees is held to be invalid by operation of the law or by a court or other tribunal of competent jurisdiction, such provision or application shall be inoperative, but all other provisions and applications shall not be affected thereby and shall continue in full force and effect.

Attest:

  
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BOROUGH OF STANHOPE

  
\_\_\_\_\_ Administrator

  
\_\_\_\_\_ Chair, Public Safety Committee

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PBA 138, STANHOPE UNIT

Attest:

  
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\_\_\_\_\_ D. Fisher, Representative

  
\_\_\_\_\_ S. Pittigher Representative

Stanhope Borough - P.B.A. 138 Contract (1994-95)

Appendix A  
Salary Step Guide

<u>Step</u>	<u>1994</u>	<u>1995</u>
1A	30,000	31,000
1B	32,500	34,000
2	34,500	36,500
3	36,500	38,500
4	38,500	40,500
5	40,500	42,500
6	43,000	45,000
SGT	45,000	47,000