

Copies to Council - current Contract
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This Agreement entered into this 3rd day of June 1977,
by and between the BOROUGH OF HOPATCONG, in the County of Sussex, New Jersey,
a Municipal Corporation of the State of New Jersey, hereinafter called the
"Borough", and NEW JERSEY PATROLMEN'S BENEVOLENT ASSOCIATION LOCAL 149
hereinafter called the "Association", represents the complete and final
understanding on all bargainable issues between the Borough and the Association.

1977-1978

ARTICLE I - RECOGNITION

THIS DOES NOT
CIRCULATE

The Borough recognizes the Association as the exclusive collective
negotiations agent for the following employees of the Department of
Police of the Borough of Hopatcong: Patrolmen, Sergeants, Lieutenants,
and Captains.

ARTICLE II - RIGHTS AND PRIVILEGES OF THE ASSOCIATION

- A. The Association shall have the right to determine such members of the
association as it deems reasonably necessary as Association Representatives.
- B. The Borough agrees to make available to the Association all public
information concerning the financial resources of the Borough, and other
public information which may be necessary for the Association to process any
grievance.
- C. Authorized representatives of the Association shall have the right to
enter the areas in and around the portion of the Hopatcong Municipal Building
reserved for police work during working hours for the purpose of conducting normal
duties relative to the enforcement and administration of this Agreement or to
transact official Association business, so long as such visits do not interfere
with the work being performed or the safety of officers or with proper service to
the public, and further provided it is appropriately scheduled with the Borough
Clerk and Chief of Police.

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D. Whenever any representative of the Association or any employee in its bargaining unit is mutually scheduled by the parties to participate during regular working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

E. The Borough agrees to post a copy of the work record used for calculating pay for members of the bargaining unit, such record to indicate the hours worked and the rates of pay for each member. The copy shall be posted in a convenient location in the police area no later than the day on which the checks are issued.

ARTICLE III - MANAGEMENT'S RIGHTS

A. The Borough retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States.

B. It is mutually understood and agreed that the Borough retains the prerogatives of management, including but not limited to the rights of hiring, suspending, disciplining or discharging for proper cause, promoting, transferring and scheduling employees; to determining the standards of services to be offered by its agencies; to take necessary actions in emergencies; to determine the standards of selection of employment; to maintain the efficiency of its operations and the technology of performing its work; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations; and to determine the content of job classifications, subject

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to Civil Service Regulations and any other applicable law or provisions of this Agreement.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and direction in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of New Jersey and of the United States.

ARTICLE IV WORK WEEK AND OVERTIME

A. Those members of the Police Department classified as ~~Chief~~, Captain, and Lieutenant and any Sergeant or Patrolman regularly assigned to detective work are deemed exempt from the overtime provisions of the Fair Labor Standards Act and as such are not eligible for paid overtime. The work cycle for law enforcement officers as defined in the Fair Labor Standards Act is hereby declared to be twenty-eight (28) days.

B. Those members of the Police Department classified as Patrolman or Sergeant, except for those patrolmen and sergeants regularly assigned to detective work, shall receive straight time for working all hours up to 240 in a twenty-eight (28) day work cycle. For all hours over 240 in a 28 day work cycle those workers shall be compensated at the rate of time and one-half.

C. Should it become necessary for a patrolman to appear in Superior, County, Municipal or other Court, on official business, during other than his regularly scheduled duty time, such patrolman shall receive compensation for such appearance on a straight time basis. In lieu of cash payment, a patrolman may opt for compensatory time off on an hour-for-hour basis. Such time may be taken only when approved and scheduled by the Chief of Police so as not to interfere with departmental operations.

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D. It is understood by both parties hereto that the job of a patrolman or sergeant regularly assigned to detective work necessarily involves variance from the uniformed patrolman's highly structured work week, and the Borough has recognized this distinction by the awarding of an additional stipend to those patrolmen and sergeants regularly assigned to detective work, as found in Article XII "Salaries", such stipend to be in lieu of any overtime compensation. The number of men assigned to detective work at any time must be approved by the Borough Council Police Committee. Only patrolmen and sergeants so assigned are eligible for the detective stipend.

E. It is understood by the parties hereto that Superior Officers (~~sergeants~~ Captain, lieutenant) covered by this Agreement are managerial positions to which men are appointed through promotion and are compensated as such. If the managerial, patrol, supervisory or investigative responsibilities of these positions require that additional effort be met, such additional effort shall be put forth without overtime compensation.

F. Should it become necessary for a sergeant to appear in Superior, County Municipal or other Court on official business during other than his regularly scheduled duty time, such sergeant shall receive compensation for such appearance on a straight time basis. In lieu of cash payment, a sergeant may opt for compensatory time off on an hour-for-hour basis. Such time may be taken only when approved by and scheduled by the Chief of Police so as not to interfere with departmental operations.

G. The terms "assignment to detective work" and "assigned to detective work" means on a regular basis, not just for a day or a week. If a patrolman is assigned to detective work for just a few hours or just a day, he shall still be eligible for any overtime compensation to which he would be eligible as a patrolman. The use of these terms is not to be used to prevent a patrolman whose regular work is that of patrol from obtaining the benefits normally due him, but is meant to apply to those whose regular assignment is detective work, not patrol.

H. Minimum call-out time compensation for those sergeants and patrolmen who are eligible shall be four hours.

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A. SERVICE CREDIT FOR SICK LEAVE

1. All employees shall be entitled to sick leave with pay based on their aggregate months of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or for short periods when the presence of the employee is necessary to care for the employee's spouse or other members of the immediate family due to illness or injury. Further, sick leave may be used for short periods in addition to the bereavement leave provided because of death in the employee's immediate family as defined below.

B. AMOUNT OF SICK LEAVE

1. Sick leave will be provided at a rate of one and one-quarter (1.25) days for each full month of service, commencing in the first month of employment.

2. Sick leave that is not used during a calendar year shall accumulate from year to year.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is to be absent for reasons that entitle him to sick leave, the Chief of Police or his designee shall be notified prior to the employee's starting time.

2. Failure to so notify the Chief of Police or his designee may be cause for de of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick

Case shall be cause for disciplinary action.

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2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required.

3. The Borough may require an employee who has been absent because of personal illness, _____ to be examined at the expense of the Borough by a physician of the Borough's choice. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. WORKMEN'S COMPENSATION

1. Employees entitled to receive Workmen's Compensation Insurance shall be paid their regular salary for the first five (5) days after injury on the job if charged against their sick leave or vacation time, ^{except that upon} ~~check over~~ ^{turning the compensation} to the Borough he shall receive a prorated number of sick days or holidays in return. Thereafter, the employee shall be paid his Workmen's Compensation Insurance payments, as determined by the proper authorities. The time during which the employee receives Workmen's Compensation Insurance shall not be charged against his sick leave or vacation time. Further, during the time that the employee is receiving Workmen's Compensation Insurance, the Borough shall assume the Borough's share and the employee's share of his retirement contribution, except for his contributory insurance, plus the Borough agrees to continue the health benefits provided to the employee under this Agreement.

2. The benefits of 58-17 "Supplemental temporary disability benefits for fulltime officers and employees" in effect at the signing of this contract shall not be reduced for members of the bargaining unit during the lifetime of this contract (see appendix A). This shall not be construed to limit the management right of the governing body to require medical examinations and reports as substantiation of the compensation claims nor review of claim reports to prevent misuse of the benefit.

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1. In case of death in the immediate family, an employee shall be granted up to three (3) days bereavement leave.
2. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law or sister-in-law.
3. Reasonable verification of the event may be required by the Borough.
4. Although bereavement leave is not sick leave, in the event of a death in the immediate family sick leave may be used for a short period to supplement bereavement leave, as provided in A2 of this article.

ARTICLE VI INSURANCE

CURRENT BOROUGH COVERAGE

| | | |
|---|---|---|
| <p>Blue Cross</p> <p>Blue Shield</p> <p>Kidder J.</p> <p>Major Medical</p> <p>Life Ins.</p> <p>Wallerstein's Group</p> <p>Litbility</p> | } | <p>Family plan</p> <p>Employee only</p> <p>as presently defined</p> |
|---|---|---|

ARTICLE VII DISCRIMINATION

No employee shall be discharged or discriminated against because of age, race, creed, sex, color, ethnic background, political affiliation or lawful Association activity.

ARTICLE VIII PERSONAL AUTO USE

Police officers shall be compensated at the rate of fifteen (15) cents per mile for using their personal vehicles for attendance at required police schools, or on other approved official police business approved by the Chief of Police.

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11 members of the bargaining unit:

- Year's Day
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus' Day
- General Election Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

B. Due to the nature of the work of the Police Department, all members of the bargaining unit shall receive no official holidays with pay but shall receive in lieu of paid holidays 12 special leave days, effective at the first of the month. Special leave days shall be provided at the rate of one per each full month's employment. Special leave days as provided in this section shall not be carried over to the next calendar year. Any special leave days not taken nor compensated for within a calendar year shall be compensated for by payment at straight time and included with the payment for the last pay period of that calendar year. Special leave days are not to be used in determining overtime.

C. A member of the bargaining unit may elect to receive compensation in lieu of the day off procedure of section B for six of the twelve special leave days. Notification that the employee wishes additional pay in lieu of time off must be made by January 10th and must be for six of the twelve (12) days. Such payments shall all be at the employee's base rate of pay and shall be made by June 15th. An employee hired after the first of the year must select this option within the first month of employment. *During 1977 notification must be made by June 30th and payment will be made by July 25th.*

D. If the number of holidays given to other Borough employee groups by the Borough exceeds twelve in a calendar year, members of the bargaining unit shall receive the same additional time as special leave.

E. In the event that a trip or celebration of a special nature requires more continuous than the employees vacation time permits, the Chief of Police may grant inclusion up to three (3) special leave days to be taken with the vacation. Requests for more than three (3) special leave days must be approved by the Chief of Police and the Borough Council Police Committee.

ARTICLE X VACATIONS

A. Employees shall be granted vacation leave based on the following schedule:

| <u>YEARS OF CONTINUOUS SERVICE AS OF DECEMBER 31 OF THE YEAR</u> | <u>VACATION LEAVE GRANTED FOR THE YEAR</u> |
|--|---|
| one or less | one day for each full month employed during calendar year |
| two (2) to nine (9) inclusive | twelve (12) days |
| ten (10) to fourteen (14) inclusive | fifteen (15) days |
| fifteen (15) to nineteen (19) inclusive | twenty (20) days |
| all over twenty (20) years | twenty-five days |

B. Vacation benefits shall be computed as of January first of the calendar year. Employees hired after January first of the calendar year shall accrue one day vacation benefit for each full month of service during the calendar year. Employees on the payroll as of January first of any calendar year shall on that January first be credited in advance with vacation entitlement in accordance with the foregoing

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schedule, provided, however, that if the employee works less than twelve (12) months in the calendar year, he is only entitled to a pro rata share of such vacation entitlement. An employee who has used more vacation time than he is entitled to at the time of his severance shall have an amount equal to his daily rate of pay deducted from his final pay for each day of vacation he has used in excess of the number of days to which he is entitled.

C. The Borough shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling.

D. Assignment of vacation shall be on the basis of seniority, except as modified in sections E and G below.

E. Only one man per division shall be on vacation at any one time.

Divisions for the purpose of this section shall be: (1) Superior officers- Chief, Captain, Lieutenant, Sergeants (2) Patrolmen (3) All department members assigned to detective work on a regular basis.

F. No vacations shall be taken between December 20th and January 10th.

G. Requests for vacations shall be submitted by March 31st for seniority to be used in assigning priority. After March 31st all requests shall be treated equally, except as modified by section E above.

H. All requests for vacation shall be made at least one month in advance to allow for scheduling by the Chief of Police.

I. An employee may arrange to change his scheduled vacation only with the written approval of the Chief of Police.

J. All vacation days must be taken during the calendar year used in determining them, unless it is determined by the Chief of Police, and agreed to by the Borough Council Police Committee, that due to pressure of work or illness the time cannot be taken. Vacation time not taken nor compensated for during a calendar year shall be compensated for by payment at straight time and included in the check for the last pay period of that calendar year. Vacation time shall not be used in determining overtime.

ARTICLE XI PROFESSIONAL DEVELOPMENT OF POLICE

A. Members of the bargaining unit shall receive additional compensation in accordance with the following schedule for college credits from an accredited college acquired in the pursuit of an associate degree in law enforcement or a bachelor's degree in law enforcement

| | |
|------------|----------|
| 15 credits | \$150.00 |
| 30 credits | \$300.00 |
| 45 credits | \$450.00 |
| 60 credits | \$600.00 |

B. To be eligible the employee must receive a grade of at least C.

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Compensation for college credits will be paid in a lump sum payment on or before the first pay period in April of each year and will include credits acquired prior to January 21st. The employee must provide notice to the Chief of Police by December 31st of his total anticipated credits so that money can be provided in the budget. Verified vouchers are to be submitted by March first.

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ARTICLE XII SALARIES

All salaries and increases are set forth in schedules attached hereto and made a part hereto including ranges for classifications specifying minimum and maximum rates. (ARTICLE XII A and ARTICLE XII B pages 16 + 17)

ARTICLE XIII UNIFORM ALLOWANCE

The Borough agrees to provide a uniform allowance of up to \$250, members of the bargaining unit for approved uniform items. Requests for reimbursement under this article must be accompanied by verified vouchers, according to the current practice.

ARTICLE XIV GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as

this procedure will be kept as informal as may be appropriate.

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2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of Police and having the grievance adjusted without the

intervention of the Association, but no settlement shall be made inconsistent with the terms of this Agreement.

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Borough.

C. PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent. Time extensions may be mutually agreed to by the Borough and the employee, but such time extensions shall be in writing.

STEP 1

The aggrieved employee and the Association representative shall present the employee's grievance to the employee's immediate supervisor within ten (10) working days of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

STEP 2

If the grievance has not been settled and presented by the Association representative to the Chief of Police within five (5) days after the supervisor's response is due. The Chief of Police shall respond to the Association representative in writing within five (5) working days.

STEP 3

If the grievance still remains unadjusted or unanswered by the Chief of Police it shall be presented by the Association representative to the governing body by serving the same upon the Borough Clerk in writing within seven (7) working days after the response of the Chief of Police is due. The governing body shall respond in writing to the Association Representative within ten (10) working days, unless extended by mutual consent.

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Should the grievance not be settled by Step 3, if the aggrieved is a permanent employee he shall have the right to elect to pursue the remedies offered by the Civil Service Act, providing appeal is made to Civil Service within five (5) working days of receiving the governing body's response.

SETTLEMENT OF A GRIEVANCE

A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation, or when any time limit set forth above has expired for its appeal to the next step, or when the grievance procedures have been pursued through all steps. Failure to answer a grievance within the proper time shall move it to the next step.

ARTICLE XV SEPARABILITY AND SAVINGS

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A. The Borough and the Association recognize the applicability of federal economic stabilization acts to control prices, rents, and salaries, and agree to abide by any Executive Orders or legislation. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally ~~practicable~~ possible. In the event any or all of the salary increases or adjustments or other economic changes provided in this Agreement cannot be legally ~~practicable~~ made effective, such increases shall be omitted or proportionately adjusted according to law.

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

C. Any provision of this Agreement found to be in violation as outlined in paragraph B above, shall be subject to re-negotiation by the parties, but only to the end of insuring that such provisions are not in contradiction of any such aforementioned legislation or order and not to increase benefits. Where the provisions cannot be amended to make them conform to law or to an order as outlined in paragraph B above, they shall be completely deleted from the Agreement.

ARTICLE XVI FULLY BARGAINED PROVISIONS AND FUTURE NEGOTIATIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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B. If requested by either party, as provided in Article ~~XVII~~, both parties agree to begin collective bargaining no later than two weeks after the General Election held the November of the calendar year in which the Agreement terminates.

ARTICLE XVII TERM OF AGREEMENT

This Agreement shall take effect on January 1, 1977 and shall remain in full force and effect through December 31, 1978 and thereafter from year to year unless either party shall give notice in writing no sooner than ninety (90) nor later than forty-five (45) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. No such changes by either party shall be considered which are not received in accordance with this article.

Signed this 3rd day of June, 1977 by the duly authorized representatives of the parties hereto.

[Handwritten signature]
3rd June 1977

*I.P.H. Hudson, Mayor
Borough of Hopewell*

Attest: *Laurie J. Saffel
Borough Clerk*

SALARY GUIDE FOR 1977 AND 1978

| | 1977 | 1978 |
|------------------------|------------|------------|
| PATROLMAN | | |
| MINIMUM | 9,600 | 9,800 |
| MAXIMUM | 13,650 | 14,450 |
| SERGEANT | | |
| MINIMUM | 14,100 | 15,100 |
| MAXIMUM | 15,250 | 15,960 |
| LIEUTENANT | | |
| MINIMUM | 15,700 | 16,350 |
| MAXIMUM | 16,350 | 17,060 |
| CAPTAIN | | |
| MINIMUM | 16,500 | 17,200 |
| MAXIMUM | 17,150 | 17,860 |
| Detective Increment | \$ 1000 | \$ 1000 |

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ARTICLE XII A - SALARIES FOR 1977 AND 1978

| | 1976 | 1977 Effective 1 Jan. | 1978 Effective 1 Jan. |
|-----------|--------|--------------------------|-----------------------------|
| Bogardus | 16,000 | 17,150 | 17,860 |
| McMickle | 15,200 | 16,350 | 17,060 |
| Lucio | 14,100 | 15,250 | 15,960 |
| DiMarco | 14,100 | 15,250 | 15,960 |
| Liguori | 14,100 | 15,250 | 15,960 |
| Toto | 12,500 | 13,650 | 14,450 |
| Cota | 12,500 | 13,650 | 14,450 |
| Marotta | 12,500 | 13,650 | 14,450 |
| Carnegie | 12,500 | 13,650 | 14,450 |
| Zech | 12,500 | 13,650 | 14,450 |
| Morrison | 12,500 | 13,650 | 14,450 |
| Martin | 11,700 | 13,050 | 14,450 |
| Licata | 11,000 | 12,300 | 13,200 |
| Beams | 11,000 | 12,300 | 13,200 |
| Kulpa | 9,600 | 11,000 | 11,900 |
| Thomas | 9,200 | 10,100 | 10,900 |
| Sherburne | 9,000 | 10,100 | 10,900 |