

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

**TOWNSHIP OF MOUNT HOLLY**

**AND**

**ASSOCIATION OF  
MOUNT HOLLY TOWNSHIP  
POLICE DEPARTMENT EMPLOYEES**

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**JANUARY 1, 2006 – DECEMBER 31, 2009**

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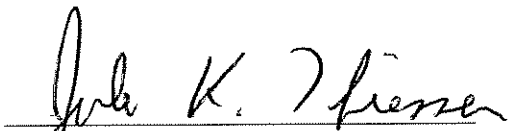
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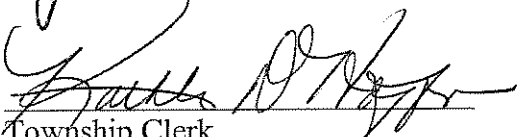
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1. TERMS OF THE AGREEMENT

A. **Parties.** The terms of this Agreement will govern all patrolmen employed by the Township on the date of execution of this Agreement and thereafter. Employees who have resigned or been terminated prior to the execution of this Agreement or prior to a specified date in the Agreement providing a new or increased benefit shall not be entitled to the benefits of this Agreement.

B. **Term.** The Agreement shall be in effect from January 1, 2006 through December 31, 2009.

  
\_\_\_\_\_  
Mayor, Mount Holly Township

  
\_\_\_\_\_  
Township Clerk

  
\_\_\_\_\_  
President, Mount Holly Police  
Department Employees Association

Dated: 11/7/05

2. RECOGNITION

A. **MHPDEA.** The Township hereby recognizes the Association of Mount Holly Township Police Department Employees as the exclusive collective negotiations agent for all police officers and parking enforcement officers excluding Sergeants, Lieutenants, Captains and Chief of Police. A listing of the officers of the Association shall be filed with the Township and shall be maintained in an accurate condition. The Township agrees that any employees as listed above who do not belong to the Mount Holly Police Department Employees Association shall be required to pay 85% of the Association's fees and shall be entitled to all contract benefits.

B. **GRIEVANCE COMMITTEE.** The Township hereby recognizes the Grievance Committee of the Mount Holly Police Department Employees Association as the official designated unit of the Association assigned to negotiate and resolve all grievance matters.

C. **NEGOTIATION COMMITTEE.** The Township hereby recognizes the Negotiation Committee of the Mount Holly Police Department Employees Association as the official designated unit of the Association assigned to negotiate all contract matters and agreements between the Township and the Association.

D. SAFETY COMMITTEE. The Township recognizes the Safety Committee as the official designated unit of the Mount Holly Police Department Employees Association assigned to present matters pertaining to members' safety to the Township Manager. It is agreed by the Township and the Association that job safety is of extreme importance and that both parties shall commit themselves to the advancement of safety within the Police Department.

A joint Advisory Safety Committee shall be formed and consist of three (3) Association members and the Township Manager. Suggestions shall be made in writing and forwarded to provide at least one week's notice for a meeting or written reply, whichever is requested.

Any suggestions or other matters brought up shall not be considered negotiations, but shall be merely for the purpose of assisting in the development of policies and procedures towards the mutual desires of both parties. These items shall not be considered grievances.

### 3. MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself, without limitations, 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, including, but without limiting the generality of the foregoing, the following rights:

To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

To hire all employees subject to the provisions of Civil Service Law, to determine their qualifications and conditions for continued employment, assignment, and to promote and transfer employees; and

To suspend, demote, discharge or take other disciplinary action for good and just cause according to Civil Service Law.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by applicable law and the specific and express terms of this Agreement.

### 4. ASSOCIATION RIGHTS

A. LEGAL RIGHTS. Pursuant to Chapter 123, Public Laws 1974, the Township hereby agrees that every member of the negotiating unit shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations. As a Municipal Corporation exercising governmental authority under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not discourage or deprive or coerce any member of the bargaining unit in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or by other laws of the State of New Jersey, or conferred by the Constitution of the State of New Jersey and the United States; that it shall not discriminate against any member of the bargaining unit with respect to hours, wages, or any other terms and conditions of employment by reason of his

or her membership in the Association, his or her participation in any activities in the Association, collective negotiations, or his or her institution of any grievance, complaint or proceeding under this Agreement. The Association press representative or his designee shall not have any action taken against him by the Township for information released through the Association, provided that this information be clearly designated as an official statement of the Association.

B. **CONTRACT NEGOTIATION.** During contract negotiations, those members of the negotiating unit actively engaged in contract negotiations with the Township shall, on those days where meetings take place between the Association and the Township Manager, be excused from their normal duties with full pay pursuant to the following:

1. If the negotiations member is scheduled to work during the scheduled time of the meeting, he shall be excused from his shift but shall resume his normal duties if the meeting does not exceed six (6) hours in length.

2. Members on the midnight shift shall be excused from their next shift if the meeting concludes within four (4) hours of their next shift or commences within four (4) hours of their previous shift in order to allow an adequate break time between negotiations and shift work.

3. Members on the 4:00 p.m. to midnight shift shall be excused from their shift if the meeting concludes within two (2) hours of their next shift or commences within two (2) hours of their previous shift in order to allow an adequate break time between negotiations and shift work.

4. Negotiations meetings shall be considered the time of actual meetings between the negotiations team and the Township representative(s).

C. **ASSOCIATION PRESIDENT.** The President of the Association or his designee, when meeting with officials of the Township for Township/Association business, or representing the Association on behalf of the Township, shall be excused, with pay, from his duties as specified in Section B if it shall not affect minimum manpower needs, and shall be allotted 16 hours per year, with pay, for Association business purposes.

D. **BULLETIN BOARD.** The Township shall allow the Association to designate an area for a bulletin board for the posting of Association items in the Squad Room. This shall be clearly assigned for Association use only.

## 5. FULLY BARGAINED PROVISIONS

A. **FINAL AGREEMENT.** 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 contemplation of either or both parties at the time they negotiated or signed the Agreement.

B. **INADVERTENT ERRORS.** No rights, benefits or compensations previously agreed upon by the parties shall be lost by omission, typographical error or miswording unless specifically negotiated and agreed upon in this Agreement. In the event of dispute on this issue, past practice shall apply to all such matters.

6. EMPLOYMENT RESPONSIBILITIES

A. FULL EFFORTS. Members of the Association agree that employment with the Mount Holly Police Department is their primary employment responsibility and agree to devote their full efforts and energies to their duties and responsibilities as members of the police department.

B. SECONDARY EMPLOYMENT. No member of the Association will accept secondary employment which impairs his official duties and responsibilities or which impairs his efficiency or effectiveness in performing those duties.

C. ANNUAL STATEMENT. In order to insure that the standard as expressed above in subparagraph A is adhered to, each member of the Association will file with the Chief and/or Director of Public Safety, by January 15 of each calendar year, a statement of all secondary employment providing information as to the duties and responsibilities of said employment and the average number of hours worked per week therein. In addition thereto, a supplemental updated statement shall be submitted prior to the commencement of a secondary employment not included in the annual statement. The Chief and/or Director of Public Safety is authorized by the Township to review and approve said statements.

7. NO STRIKE PLEDGE

A. PLEDGE. The Association covenants and agrees that during the term of this Agreement, no member of the Association will cause, authorize or support 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, walkout, or other similar action against the Township.

B. REMEDY. Participation in a strike, slowdown or walkout by any employ covered under the terms of this Agreement shall be deemed grounds for disciplinary action against such employee or employees in accordance with the procedures established by law.

C. PREVENTION AND TERMINATION. The Association will actively discourage and will take affirmative steps to prevent or terminate any strike, work stoppage, slowdown, walkout or other similar action by its members against the Township.

D. RESERVATION OF RIGHTS. Nothing contained in this Agreement shall be construed to limit or restrict the Township or the Association in its right to seek and obtain such judicial relief as it may be entitled to have in the event of such breach.

E. OFF-DUTY RIGHTS. The Association reserves the right to lawful picket and demonstration by its members who are on off-duty status.

8. GRIEVANCE PROCEDURE

A. PURPOSE. The purpose is to settle all grievances between the Township and members of the Association as quickly as possible so as to assure efficiency and promote employee morale.



B. DEFINITIONS.

1. A "grievance" is either:
  - a. A complaint that there has been an improper application, interpretation, or violation of the specific terms and conditions of this Agreement; or
  - b. An improper application, interpretation or violation of any rules, regulations, codes, policies or administrative decisions applicable to members of the negotiating unit as defined in Article 1.
2. A "working day" is any day other than Saturday, Sunday, Township holiday, personal day, comp day or vacation day.

C. WHO MAY GRIEVE. Grievances may be filed by an individual member of the negotiating unit or by the Association itself.

D. CONTINUATION OF ASSIGNMENT. The aggrieved employee shall continue on his assigned duties pending the resolution of the grievance. Consistent with past practice, however, nothing herein shall be construed as limiting the Township's rights to impose suspension upon a member as a disciplinary action or pending further disciplinary procedure or criminal charges, regardless of the filing of a grievance.

E. PROCEDURE.

1. GRIEVANCE FILING DEADLINE - 30 WORKING DAYS FROM EVENT. The grievant shall invoke the grievance procedure within thirty (30) working days after the occurrence of the event complained of or within thirty (30) working days after the grievant learns of the occurrence of the event complained of. The grievant will initiate the grievance procedure with the Chief or his designee in writing, setting forth the grievance, specifying the nature of the complaint and the remedy desired.
2. INITIAL MEETING - 5 WORKING DAYS FROM RECEIPT. The Chief of Police or his designee shall have a meeting with the grievant within five (5) working days after receipt of the grievance.
3. WRITTEN DECISION - 5 WORKING DAYS FROM INITIAL MEETING. The Chief or his designee must thereafter issue a written decision to the grievant stating his findings and recommendations within five (5) working days. Failure to communicate the decision or have a meeting within the allotted time shall cause the grievance to be decided in favor of the grievant.
4. REQUEST FOR SECOND MEETING - 30 WORKING DAYS FROM ISSUANCE OF WRITTEN DECISION. If the grievant is not satisfied with the results of the meeting with the Chief or his designee, the grievant may then request in writing a meeting with the Township Manager or in his absence, that individual responsible for the management

of the Township within thirty (30) working days. At no time will the person acting on behalf of the Township in the Initial Meeting act on behalf of the Township in the absence of the Township Manager (or in his absence, that individual responsible for the management of the Township) in the Second Meeting. The appeal to the Township Manager shall be the final step in the grievance procedure with regard to all grievances except those which allege an improper application, interpretation, or violation of the specific terms of this Agreement. If no meeting is requested by the grievant within the time limitations, the grievance shall be decided adversely to the grievant.

5. SECOND MEETING - 5 WORKING DAYS FROM RECEIPT OF REQUEST. A meeting with the Township Manager or in his absence, that individual responsible for the management of the Township, shall be held within five (5) working days of receipt of the request unless an extension is mutually agreed to in writing. If no meeting is held within the time limitations, the grievance shall be decided favorably to the grievant.
6. WRITTEN DECISION - 5 WORKING DAYS FROM SECOND MEETING. The Township Manager or his designee shall issue a written decision within five (5) working days of the meeting with the grievant stating all his findings, recommendations and decisions.
7. REQUEST FOR THIRD MEETING - 10 WORKING DAYS FROM RECEIPT OF WRITTEN DECISION. With regard to all grievances alleging an improper application, interpretation or violation of the specific terms of this Agreement, a grievant who is dissatisfied with the results of the decision of the Township Manager may request in writing that the grievance go to a joint Association-Township committee. Notice of the request shall go to the Mount Holly Police Department Employees Association and the Township Manager. Said committee shall be composed of one representative chosen by the Township and one chosen by the Association. No representative shall be in the employ of either group or receive compensation for acting hereunder. The committee will attempt to resolve the grievance. The committee may, at its discretion, retain the services of a mediator whose fee shall be shared equally. A request of the convening of this committee must be made by the grievant within ten (10) working days of the receipt of the decision of the Township Manager.
8. THIRD MEETING - 30 CALENDAR DAYS FROM RECEIPT OF REQUEST. The Association-Township Committee shall convene within thirty (30) calendar days from receipt of the grievant's request.
9. WRITTEN DECISION - 5 WORKING DAYS FROM THIRD MEETING. The Association-Township Committee must issue its decision in writing within five (5) working days from the time of the meeting between it and the grievant. Failure to issue the written decision within the five (5) working day period shall cause the decision to be in favor of the grievant.
10. NOTICE OF INTENT TO ARBITRATE - 10 WORKING DAYS FROM RECEIPT OF WRITTEN DECISION. If the grievant or the Township is dissatisfied with the results of

the decision of the joint Association-Township Committee, the Association or the Township shall have the right to proceed to binding arbitration. Notice of intent to proceed to binding arbitration must be given by either party to the other within ten (10) working days of receipt of the decision of the joint Association-Township Committee.

F. ARBITRATION.

1. SELECTION OF ARBITRATOR. The parties agree to be bound by the rules, regulations and procedures of the New Jersey Public Employment Relations Commission concerning the method of choosing an arbitrator.
2. COSTS. The cost of binding arbitration is to be borne by both sides of an equal basis. Any other costs are to be borne by the parties incurring the costs.
3. BINDING EFFECT. The decision of the arbitrator shall be final and binding on all parties.

G. PERSONNEL FOLDERS. All material placed in the personnel folder of the grievant during the grievant's utilization of the grievance procedure will be moved therefrom except for the final written disposition of the grievance. Each individual member of the bargaining unit has the right to review the contents of his personnel folder at any time during office working hours. An officer may place in his file any related documentation (i.e., education, specialized training or activities). After personnel action is taken, the member may, upon request, have all detrimental correspondence or reports removed and returned to the member based upon the following schedule:

1. Official letter of reprimand - twelve (12) months provided there is no reoccurrence.
2. Matters subject to Civil Service action shall, in accordance with Civil Service regulations, not be removed from personnel folders.
3. Investigated citizen letter - two (2) months, but only with officer's notification of such placement and only if substantiated.

H. RIGHT OF REPRESENTATION. All grievants shall have the right to be accompanied by an attorney and/or a representative of the Association at all levels of the grievance procedure. Any costs associated with this are borne by the grievant.

1. DISCIPLINARY MATTERS. The negotiated grievance procedure shall not be used for any disciplinary hearings wherein the Civil Service Procedure or NJSA 40A:14-147 through 151 are invoked.

9. UNIFORMS, EQUIPMENT AND PERSONAL ARTICLES

A. INITIAL ISSUE. The presentation of the proper image to the general public is of prime importance to police operations. In order to insure that all uniforms are identical and replacement uniforms are issued in a timely manner, the Township will continue to provide the first issuance and replacement issuance of uniforms and required equipment. The initial issue shall consist of the following items:

- 5 Long Sleeve Shirts
- 5 Short Sleeve Shirts
- 8 Pair All Season Pants
- 3 Turtleneck Shirts
- 2 Ties
- 1 Winter Jacket
- 1 Lightweight Jacket
- 1 Hat
- 1 Raincoat with Hat Cover
- 1 Boot/Hy Tech Type
- 1 Shoe Low-cut Dress
- 1 Breast Badge
- 1 Hat Shield
- 10 Patches and insignia
- 1 I.D. Wallet
- 2 Name Plates
- 1 Pair Safety Glasses
- 1 Pair Coveralls
- 1 Belt
- 1 Sam Brown Belt
- 1 Soft Body Armor Vest
- 1 On-Duty Holster
- 1 Off-Duty Holster
- 1 Handcuff Case
- 1 Ammo Clip (Double)
- 1 Ammo Case
- 1 O.C. Holder
- 1 Radio Holder
- 1 PR-24A or X Impact Tool with Holder
- 1 Rechargeable Flashlight with Holder
- 1 Duty Weapon

B. **REPLACEMENT ISSUE.** For replacement items, each non-detective member of the bargaining unit shall receive an annual uniform allowance of \$900 in 2002, and \$1,000 in 2003 and each year thereafter, to be received by no later than the first pay period in August.

C. **NEW MEMBERS.** A new member shall receive one winter or summer uniform from his initial issue on or before his graduation date from the Police Academy, and shall receive the balance of the initial issue immediately thereafter. After a new member has received his initial issue, he will receive, on a pro-rated basis, \$75.00 per month in 2002 and \$83.33 per month in 2003 and thereafter, uniform allowance for every month following the first anniversary of his graduation from the Police Academy through the balance of the then-current contract year.

D. DETECTIVES. Detectives shall receive an annual clothing allowance of \$1,300 in 2002 and increased to \$1,400.00 in 2003, and each year thereafter, in recognition of their need for civilian wearing apparel, no later than the 2nd pay in January. Officers temporarily assigned to the Detective Office shall receive \$50.00 per month and cleanings as necessary for their civilian wearing apparel while so assigned, subject to approval by the Chief and/or Director of Public Safety.

E. UNIFORM SCHEDULE. The annual uniform allowance shall provide for the items listed on the Uniform Schedule. The Township shall be responsible for establishing the minimum standards of all uniforms and equipment obtained through this allowance. These minimum standards shall be based on current specifications. Any new items not previously issued, made part of the standard equipment for all officers, shall have the initial issue provided by the Township and not deducted from the uniform allowance. The Township will obtain bids for the purchase of uniforms/equipment, such bids to meet the uniform/equipment standards approved by the Association and the Township. The Township shall award a contract(s) for uniforms/equipment to the lowest responsible bidder(s). The Township shall pay the store(s) directly for these uniforms/equipment upon receipt of proper invoices/vouchers.

F. CLEANING AND REPAIR. To provide for proper cleaning of Township issued uniforms and detective's civilian wearing apparel, the Township shall provide for cleanings as necessary at local establishments as provided through the public bidding laws. The Township will provide the necessary services for the repairing or replacement of uniforms or detective's wearing apparel and/or issued equipment.

G. NO OFF-DUTY USE. In recognition of the investment that the Township has in an official uniform, and in order to prevent uniformed off-duty officers from receiving requests for assistance from the general public that they cannot fulfill, the Township-supplied uniforms will not be worn on secondary employment positions except when specifically approved by the Chief of Police or his authorized designee.

H. REPLACEMENT PLAN. In recognition of the fact that certain items have a limited and fixed life expectancy, the Township agrees to adequately maintain a replacement plan whereby all soft body armor vests shall be replaced after five (5) years of use and all sidearms shall be replaced after ten (10) years of use subject to financial ability by the Township. Replacement of these items shall be considered maintenance and shall not be deducted from the uniform allowance and shall be property budgeted for and planned in time for prompt replacement at the specified intervals.

I. DAMAGE OR LOSS REIMBURSEMENT. In order to protect police personnel from financial hardship due to the damage or loss of personal articles, the Township will pay for such damage or loss of personal articles, up to \$500.00 per article, provided that the damage or loss occurred while the member was engaged in the active pursuit of official police duties provided that these damages are not otherwise compensated by the member's insurance. Excluded from reimbursement would be loss of cash and credit cards. In addition, damage to a member's residence or automobile caused by persons attempting to intimidate members or retaliate for official actions of members shall be reimbursed by the Township provided that these damages are not otherwise compensated by the member's insurance. The maximum reimbursement will be \$500.00. All claims for repayment must be made in writing and with adequate explanatory information on the cause of the damage or loss within thirty (30) working days of the incident or its knowledge.

10. WORKING CONDITIONS

A. WORK WEEK. The work schedule for the patrol unit is four (4) days on/two (2) days off with each day being an 8 1/2 hour tour of duty.

B. IN-SERVICE TRAINING.

1. FIREARMS TRAINING. In recognition of the reduced working hours of the four and two schedule, patrol personnel are required to attend two (2) firearm training sessions a year. Each session will be six hours long for a total of twelve hours. These twelve hours will be deducted from the time owed the Township (in-Service Training). Officers who fail to attend the firearms sessions due to vacation, illness or any other excused absence, must make this time up in another form of training within the calendar year. Any time over the twelve hours will be paid at time and one-half. A schedule will be maintained and posted in the Squad Room through the year advising the members of the status of time owed the Township immediately after each range date.

2. LOST BREAK CREDIT. In the event of an employee missing his break, he shall be credited one (1) hour against his in-service training hours. This credit is a maximum of two (2) hours per month, to be approved by the patrol commander.

C. 1. SHIFTS. The working shifts for the patrol unit shall be:

- a. 7:30 a.m. to 4:00 p.m.
- b. 3:30 p.m. to 12:00 a.m.
- c. 11:00 p.m. to 7:30 a.m.

Any specialist otherwise assigned will be assigned in a reasonable manner. A specialist is a voluntary position as agreed upon by both parties.

These shifts will not be permanently changed without negotiation with the Association and agreed by the parties. No employee shall be required to work more than one tour of duty within a 24-hour period unless minimum manpower strength cannot be maintained. The work schedule shall be posted four (4) months in advance. An employee whose hours are subsequently rescheduled on a temporary basis shall be given notice of any change a minimum of forty-eight (48) hours prior to the beginning of the shift, said notice given by a supervisor. Otherwise, the rescheduled shift shall be at the overtime rate. No officer shall be scheduled to work more than 8 1/2 hours on a holiday, except in emergency conditions. The Township understands the concern of the MHPDEA regarding seniority and officer assignments. The Township, in all assignments, shall consider the issue of seniority. Should changes be made that affect a more senior member adversely to a less senior member, that senior member shall receive a detailed written explanation as to why seniority was not the determining factor within five (5) working days.

2. SPECIALIST DEFINED. A specialist is a voluntary position agreed upon by both the Member and the Chief of Police. The assigned position must be out of the realm of routine patrol duties.

The Member assigned must have specialized training or schooling associated with this assignment. A job specification for the assignment and a sign-up sheet must be posted for all members to see a minimum of two (2) weeks prior the position being filled.

D. **MANUAL.** All members will be governed by the rules and regulations contained in the most current Police Manual adopted by the Township Council, as the same may be revised from time to time. Notwithstanding anything to the contrary, no terms or conditions of employment shall be modified without prior negotiations with the Association. The contract shall supersede any updated version of each manual. Same is to be located in the Police Records Room for access to all employees.

E. **RESERVED FACILITIES.** The Township agrees to designate the first floor (basement) men's room for employees' use only and to keep same locked to the general public and provide access for all members to the hallway leading to the locker room area.

F. **EQUIPMENT MAINTENANCE.** The Township agrees to maintain all police equipment to include vehicles, weapons, building and grounds, office equipment and all other related police equipment used exclusively by the Police Department in a safe, functional and working condition and will insure to the best of its financial ability, the timely replacement of any defective, hazardous or non-functional equipment or any other equipment deemed necessary to the Chief and/or Director of Public Safety.

G. **TRAVEL.** A Township vehicle shall be provided whenever possible for all necessary travel, schooling and other required attendance by an officer at events, seminars, schools, or legal proceedings caused by his duties and employment with the Township. In any circumstance where said vehicle is not provided, travel shall be paid for the current Township rate of \$.25/mile. Reasonable lodging, tolls and \$25.00 them for meals will be paid subject to budget restraints.

H. **NOTICE OF LOST TIME.** If any accumulated vacation is to be lost, notice shall be given to the affected party on or near November 1st. With respect to holidays, medical payments or clothing allowance, the Chief of Police or his designee shall also notify the affected party on or near November 1st.

I. **NOTICE OF AVAILABLE TIME.** The employee shall be advised quarterly of all of his available time (vacation, holiday, sick, comp time, personal days); quarterly meaning January 1, April 1, July 1, and October 1 of each year.

## 11. LEGAL REPRESENTATION

The Township recognizes its obligation under NJSA 40A:14-155:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in criminal proceedings instituted as a result of a complaint on behalf of the municipality. If, any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

12. WAGES

A. PAY. For 2006, 2007, 2008 and 2009, the Township will pay members, other than new officers attending the police academy, in accordance with the attached MHPDEA Salary Guide, annexed hereto as Exhibit A, subject to the remaining provisions of Article 12 and Article 13 herein.

The MHPDEA agrees that they will accept from this date on, that any yearly increases which go into effect on January 1 will be paid on April 1 of that year with all salary being paid retroactive to the January 1 date.

B. EVALUATIONS. Members of the Association shall be evaluated yearly pursuant to the evaluation format agreed to in 1988 under the terms of the 1987-1988 agreement which provided for the development of a new evaluation format. This evaluation is not to be used in any way to determine wages.

C. DETECTIVES. Any police officer assigned in a full-time capacity as a detective shall receive \$1,500.00 annually as a salary differential in lieu of any other compensation whether such compensation in the past has been vacation pay, leave, compensatory time or any other similar compensation.

D. RECRUIT PAY. New Officers without prior police experience (not lateral hires) shall be paid at the annual salary rate of Thirty-Five Thousand Dollars (\$35,000.00) from date of hire until their completion of the Police Academy; at which time the officers shall be paid at the annual salary rate of Forty Thousand Dollars (\$40,000.00) until the one year anniversary from their initial date of hire; at which time the officers shall be paid at the annual salary rate of Forty-Five Thousand Dollars (\$45,000.00) until the end of that calendar year, at which time they will be paid at Step A of the Salary Guide.

13. LONGEVITY

In order that the employees who have remained at the maximum pay rate of a grade for a number of years without a salary adjustment receive some compensation beyond that fixed for the pay grade, the following three step longevity pay plan is hereby adopted:

When an employee has remained at the maximum pay rate of one or more grades for forty-eight (48) months of service, longevity increment "A" (5%) of the attached pay plan shall be paid in addition to the maximum established rate of the grade. Longevity increment "B" (10%) shall be paid when an employee has been in a maximum pay rate of one or more grades for one-hundred eight (108) months of service. Longevity increment "C" (15%) shall be paid when an employee has been in a maximum pay rate of one or more grades for one-hundred sixty-eight (168) months of service.

The longevity payment shall be incorporated into the base pay of those at the top step who are eligible for longevity and be paid as part of the regular salary intervals.

14. OVERTIME

A. WHEN AND HOW PAID. Except as otherwise provided for holidays, the Township will pay time and one half for the following assignments:



1. Employment in excess of 8 1/2 hours for one continuous tour of duty will entitle the member to overtime pay in thirty minute increments.
2. For a second scheduled tour of duty in a twenty-four (24) hour period except on those days when the shift assignments rotate.
3. For court appearances during off-duty hours for other than Mount Holly Municipal Court.
4. For one Mount Holly Municipal Court appearance per month for those officers assigned to the 11:00 a.m. to 7:30 a.m. shift, three (3) hours minimum.
5. For rescheduled court cases when the rescheduling is not due to the police officer's absence.
6. For other unusual circumstances when so approved in advance by the Chief/Director of Public Safety or his designee.
7. Compensatory time in lieu of overtime will be computed at one and one-half times the hours earned, however, this leave is to be taken at the convenience of the department.
8. Whenever a member, if called in from an off-duty status, where call-in has not resulted from malfeasance or nonfeasance of the member, he shall receive a minimum of two (2) hours overtime pay, unless such call-in is for the time between midnight and 8:00 a.m., then the member shall receive a minimum of three (3) hours overtime pay.
9. Overtime pay will not be given to an officer who is on sick leave, suspension or an unexcused absence on the proceeding or succeeding shift.
10. Officer assigned to Municipal Court as the court officer shall receive a minimum of four (4) hours overtime.
11. Overtime is to be computed to the nearest thirty (30) minutes.

B. **EXPLANATION OF REFUSAL.** Anytime an overtime slip is refused for any reason, the officer will be notified with an explanation as to why it was refused, within forty-eight (48) hours.

#### 15. EDUCATION REQUIREMENTS AND BENEFITS

A. **EDUCATION BONUS.** In order to encourage police officers to obtain education, the Township will provide, an incentive, a bonus of \$1.00 per credit hour per month for each credit hour obtained in police related courses and/or courses required in obtaining a degree in Police Administration or Science, to a maximum of \$64.00 per month. This bonus will be paid in July for those credits through June of that year. To receive this payment, a transcript must be submitted documenting courses taken and credits earned.

B. INSTRUCTORS. In recognition of professional standards and the need to provide adequate training to satisfy the obligations and functions required of a Police Department and its personnel, the Township agrees to maintain the following level of certified instructors and training to insure the competence and ability of personnel to properly perform their assigned tasks and duties, subject to the Township's budgetary constraints.

Certified Instructors:

- (a) PR-24 - 1
- (b) Radar - 3
- (c) Firearms – 3

Members trained or certified in specific fields:

- (a) Radar - all
- (b) Breathalyzer - 6
- (c) Traffic Safety/Accident Investigation - 2
- (d) Armorer - 1
- (e) Arson Investigation – 1
- (f) Tactical Operations – 1
- (g) Fingerprint ID - 1
- (h) Juvenile - 1
- (i) Photography/Video - 1
- (j) Tactical Weapons - 5
- (k) CPR/First Aid - all
- (l) Canine – 1

C. POSTED COURSES. The Chief/Director of Public Safety shall turn over to the Association each month listing of all available schools, seminars or courses he has received notice of or has been made aware for posting.

16. LEAVE PROVISIONS

A. DEFINITIONS.

1. The term "year", as used herein, shall be deemed to be a calendar year from January 1 to December 31.

2. The term "day" shall be a normal tour of duty and shall be calculated in terms of hours worked by the employee. All leave shall be credited and utilized in hourly increments.

B. LEAVE CALCULATIONS. Each employee will receive full leave credit at the commencement of the calendar year in which the member's employment anniversary occurs. If the member terminates during the year, leave will be recalculated according to the actual time served. To receive credit for annual leave, a member must be in active work status. The employee will be paid for unused vacation leave subject to the provisions of this contract. The employee will reimburse the Township for all leave advanced to him that was not earned prior his termination.

C. HOLIDAYS. If on any of the holidays listed below, a member works on the holiday on an overtime status, the officer will receive double compensation for this overtime work.

OFFICIAL HOLIDAY SCHEDULE

New Years Day	Martin Luther King Day
President's Day	Good Friday
Easter	Memorial Day
Independence Day	Labor Day
Election Day	Veteran's Day
Columbus Day	Thanksgiving & Day After
Christmas Eve	Christmas Day
The Member's Birthday	

D. VACATION LEAVE. Permanent full-time personnel will receive vacations with pay at such time as the department head determines will not interfere with the efficient operation of the department.

<u>Years of Employment</u>	<u>Days Vacation</u>
0 through 1	1 day per month of employment
after 1 through 5	19 days per year
6 through 10	22 days per year
after 10 through 20	27 days per year
21 and over	32 days per year

Unused vacation may be accumulated beyond the calendar year in which it is earned but must be used during the following two (2) years. Leave taken is automatically charged against the earliest leave available to the employee.

1. PRIMARY VACATION REQUEST. Primary vacation shall be vacation leave for four (4) to eight (8) consecutive working days. Request for primary vacation shall be submitted between November 1 and December 20 of the previous year. Seniority and rank shall apply to the order of issuance. The listing for primary vacation slots so allocated shall be posted on or before December 31. An overlap of not more than four (4) days may be allowed for any two (2) officers requesting primary vacation.

After posting of final listing, allocated primary vacation may not be altered, cancelled or changed without the express approval of the members.

2. NON-PRIMARY VACATION REQUEST

a. LONG RANGE. Requests for long range advance vacation leave of less than four (4) days shall be submitted by the member, in writing, a minimum of sixty (60) days in advance. Requests for non-primary vacation made more than 60 days in advance shall be approved or denied no less than 55 days in advance of the requested vacation start date.

Where inability to determine manpower or staffing needs is given as a reason for denial of non-primary vacation, the denied member shall have a right of first refusal upon the re-opening of the requested day or days, when scheduling needs shall have been determined, and shall be promptly notified of same.

b. SHORT RANGE. Requests for vacation days not within sixty (60) days in advance must be submitted by the member to his immediate supervisor then on duty for immediate leave. For all other leave, request shall be made to the officer's shift sergeant/commander affected by the request or in his absence to the executive officer.

c. SENIORITY. Seniority shall only figure in requests for non-primary vacation made more than 60 days in advance. Requests for non-primary vacation made less than 60 days in advance shall be awarded on a first-come basis.

3. CASH OPTION. The member will have the option of cashing in five (5) vacation days each year as of the first day of July. This would be paid at straight time rate.

E. PERSONAL DAYS. The employee will be entitled to three (3) personal days by calling in 24-hours in advance. These days shall not be taken on any holiday recognized herein. Personal days may be carried over to the next year and included as vacation or sold back at straight time by the end of the calendar year. Days may only be taken on a daily basis. Only one person per shift may be off on a personal day.

F. SICK LEAVE. Full-time employees shall be entitled to one (1) day of sick leave credit for each month worked during the remainder of the calendar year following full time appointment and fifteen (15) days sick leave credit in each year thereafter.

Sick leave, for the purpose of this paragraph, is defined as absence from work because of illness, accident, exposure to contagious disease, attendance upon a member of the immediate family who is seriously

ill and requires the employee's care or attendance. The parties acknowledge that sick leave can be taken for a non-physical illness such as stress.

A certificate from the employee's physician may be required; or, if the absence is because of the need for attending to a member of the immediate family, a certificate from the physician in attendance may be required by the Township Manager whenever such requirements appear reasonable. In addition, a certificate from the employee's physician will, in any event, be required if the employee is absent due to illness for more than three consecutive days, more than six (6) days in a two-week period or more than fifteen (15) calendar days in one year. In case of an illness of chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) months period as sufficient proof of need of leave of absence of the employee; provided however, that the certificate specifies the nature of the illness, identifies its adverse symptoms and states that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. The Township Manager may, in appropriate cases and in his or her sole and absolute discretion, waive strict compliance with the foregoing requirements.

Unused sick leave will be accumulated to the credit of the employee from year to year, to be used when needed but in no instance shall the payback at retirement be more than sixty-five (65) days.

G. **BEREAVEMENT LEAVE.** Five (5) days bereavement leave will be granted when death occurs in the immediate family, namely: the death of a spouse, child, step-child, parent, step-parent, mother or father-in-law, brother, sister, brother or sister-in-law, grandparent or grandchild of the employee. If the employee must travel out of state, one extra day will be allowed for travel. This leave must be used for the purpose of handling necessary arrangements and attendance at the funeral in question. In the case of the death of spouse or child additional vacation time may be awarded to the employee.

H. **MILITARY LEAVE.** In accordance with the provisions of statutes, employees who are members of the National Guard, required to undergo annual field training, shall be entitled to leave of absence with pay for the duration of field training. Such employees will be paid during a period of local emergency when ordered to active duty for a period not exceeding two (2) weeks.

Employees who volunteer or are ordered into the armed forces during time of war may be granted military leave without pay for the period of actual military service with the right to return to the employee's position upon leave from active duty.

I. **MATERNITY LEAVE.** A maternity leave of absence must be requested in writing and may be taken for period of only one (1) calendar month from the date of birth of the infant. Accumulated sick leave may be utilized during pregnancy, prior to the birth of the child, when a physician's certificate is furnished indicating that the employee is unable to work for reasons of health and during the maternity leave upon presentation of a physician's certificate and after available vacation time has been exhausted. Available vacation time may also be used during the prenatal period.

Payment for accumulated sick leave used during a maternity leave of absence cannot be made until the employee has returned to work. The Township cannot guarantee to hold the employee's position open beyond expiration date of the maternity leave of absence.

Male members, upon the birth of a child, shall be granted the use of ten (10) sick days for maternity leave with pay, unless there is an emergency. However, if there is a family emergency concerning this section, additional time off, using vacation leave, may be granted.

J. JURY DUTY. Employees who are summoned for service as Jurors will be excused, without charge to leave time, on days they are required to be present in court. If the employee is not required to be present for jury duty for the entire work day, he must return to work immediately upon dismissal.

K. LEAVE OF ABSENCE WITHOUT PAY. Upon recommendation of the employee's supervisor, the Township Manager may grant a leave of absence without pay to a permanent employee of the department for a period not exceeding six (6) months at any one time.

L. INJURY LEAVE. Employees who are injured in the line of duty and must be absent from work and who supply a medical certificate substantiating that the injury precludes their performing work shall be given injury leave with pay.

Injury leave shall be denoted on all records and shift schedules by an "I" and shall not be deducted from regular accumulated sick leave nor used in evaluations. Those injuries which are chronic or repetitive in nature, causing the employee to miss work on an irregular basis due to pain or discomfort associated with those injuries, shall also be listed as injury leave as long as they are substantiated by a Township doctor's certificate and the employee is under continuing doctor's care for the original injury. The Township shall maintain a list of Township physicians to include a medical doctor, an orthopedic specialist and a chiropractor.

M. CARDIAC/MEDICAL EVENT. Any member of the Association who suffers a cardiac/medical event which is work related shall have that disability treated as an on-the-job injury and that officer shall be entitled to receive full pay and benefits for up to one (1) year.

In order to determine whether the cardiac/medical event is work related, the employee shall be medically examined and the determination of the physician shall be binding and final on all parties. For the purpose of this Agreement, the physician making the determination shall be a recognized specialist in his field. The physician shall be mutually agreed upon and the cost split between the employee and the Township.

N. SHOOTING INCIDENT/SEVERE TRAUMATIC EVENT. Due to the severe mental stress of a shooting incident, or other traumatic incident in which life is lost or severe injury results, the Township will provide psychiatric treatment to include evaluation, counseling and any therapy deemed necessary by the attending physician if so requested by the member involved. All such medical records shall be kept confidential between the member and the doctor. Following said event(s), an officer shall be granted four (4) working days off with pay, providing that there are no injuries which require injury leave. Any emotional disorders arising from said incidents shall be treated as an on-the-job injury and treatment shall be provided as and when necessary. There shall be a periodic review of any treatment after every three (3) month interval. The review shall be between the physician, the Township Manager or his designee and one representative of the MHPDEA or its designee to determine the need for further treatment.

For records purposes, the use of sick leave, injury leave or other disability leave shall be used even if the member is on vacation, holiday, comp or any other type of leave as specified within this Agreement

and so denoted in the records so as not to deprive the member of accumulated leave time due to illness or disability.

O. **MODIFICATION BY OPERATION OF STATUTE.** Commencing August 5, 1993, all of the foregoing policies and procedures in the sections of this Article 16 entitled Leave Provisions will be amended as required by the dictates of the new Federal Family and Medical Leave Act of 1993 (29 U.S.C. §2601 et seq.) and the regulations promulgated by the Wage and Hour Division of the U.S. Dept of Labor (29 CFR Part 825), and the New Jersey Family Leave Act of 1990 (N.J.S.A. 34:11B-1 et seq. effective May 1, 1990), and regulations issued pursuant thereto. The terms and conditions of the foregoing sections will be modified only insofar as necessary for members consonant with the cited statutes and regulations.

17. MEDICAL BENEFITS

A. **MEDICAL PLAN.** The Township shall provide the following medical insurance for each full time employee, spouse and child: New Jersey State Health Benefits Plan or an equivalent plan provided by another insurer providing equal or greater benefits, such as HMO Medical Plan. Any changes shall be done only after first consulting with MHPDEA officials, who shall be entitled to be present at meetings between the Township's representative and any prospective insurer or other prospective third party administrator for the existing employee health benefit plan wherein proposed changes are discussed. The full payment of a medical plan is based on the New Jersey State Health Benefits Plan. If any other health plan costs more, the member pays that additional payment; however, they may use their medical payment in 2002 to pay these costs. If the alternative health plan costs less, there is no payment to the member of the difference. Any payments of the additional costs will be deducted from the medical payment and not the member's salary.

B. **DENTAL PLAN.** A dental plan shall be provided by the Township to the members of the MHPDEA at Township expense.

C. **INSURANCE BUY-BACK.** For the benefit of those members who have spouse or other family members enrolled in a family medical plan whereby the member is also covered, the member may elect to abstain from the plan and shall receive a sum in accordance with the maximum allowed under the New Jersey State Health Benefits Plan. Reimbursement shall be paid in two checks, half during the month of July and half during the month of November. Notification to the Township must be made by November 30 of the prior year.

D. **FAMILY MEDICAL ALLOWANCE.** For the year 2002, each unit member is entitled to a \$600 family medical allowance to be reimbursed without the need to provide receipts and to be paid no later than the last pay period in December.

18. INDEMNIFICATION OF MEMBERS

The parties agree that Law Enforcement Professional Liability Insurance coverage currently provided by the Township of Mount Holly shall be incorporated herein and its provisions effective for the balance of the life of said policy.

In the event that the Township shall find it necessary to obtain other insurance coverage, in the form of Personal Injury Liability Insurance, the provisions and coverages of said subsequent policy shall be applicable to the members so long as said coverage shall not result in any additional cost to said members or reduce the coverage presently provided.

In the event the Township determines that it does not wish to obtain said insurance coverage, it shall indemnify the members and hold them harmless in accordance with the terms of the policy currently in effect, as if said insurance policy remained in effect.

19. SEVERABILITY AND SAVINGS CLAUSE

A. **EFFECT OF LAW.** The Township and Association recognizes the authority of Federal and State governments dealing with economic controls. Therefore, salary or wage increases or other economic changes will be implemented to the extent that such implementation is not prohibited by law.

B. **SEVERABILITY CLAUSE.** If any provisions of this Agreement or any application is held to be invalid by legislative changes or by a court of competent jurisdiction, all other provisions of the Agreement shall not be effected thereby and shall continue in full force and effect.

20. DEATH BENEFITS

A. **DEFINED.** Death in the line of duty shall, for the purpose of this Agreement, refer to any death while actively performing normal duties or any death arising out of direct performance of duties.

B. **NECESSARY SERVICES.** The Township shall pay for and provide all necessary services for a funeral, uniformed or private, at the family's preference, over and above what Worker's Compensation pays.

C. **TIME OF PAYOUT** Payment of full salary and all benefits stated within this Agreement, to surviving spouse and family for six (6) months from the date of occurrence.

D. **CONTRACT BENEFITS.** Payment of all benefits, to include any remaining funds in medical allowance, uniform allowance, holiday, vacation, comp time and any other item herein listed in this Agreement, consistent with limitations in the contract currently in force.

E. **CONTINUATION OF COVERAGE.** The surviving spouse and dependent children of an officer killed in the line of duty shall be entitled to the continuation of any and all medical benefits which are available under New Jersey law. After those benefits are exhausted, a spouse may elect to pay for the insurance at the group rate (i.e., the Township pro-rated cost per New Jersey Health Benefits Plan) (presently 20%), to be paid by the individual.

F. **PROFESSIONAL SERVICES.** Payment of fees for an attorney and CPA to assist spouse in obtaining all insurances and benefits they are entitled to under the provisions of this contract and applicable laws and to settle the estate, not to exceed \$1,000.00.



## 21. RETIREMENT

A. **DEFINED.** Retirement, for the purpose of this agreement, shall mean service retirement, special retirement, ordinary disability retirement, deferred retirement, mandatory retirement, accidental disability retirement, or any other form of retirement as defined by statutes and regulations governing the New Jersey Police and Firemen's Retirement System.

B. **OTHER RETIREMENTS.** In the event of other types of retirement as listed under Section A. above, the member:

1. Upon retirement, shall be presented with his breast badge along with a wallet badge and ID card, listing the member as retired.
2. Shall be eligible to retain his/her insurance coverage at the group rate (i.e., the New Jersey State Health Benefits Plan), in accordance with the rules of P.F.R.S.
3. Upon retirement, the personnel folder of the member shall be either turned over to the member, destroyed at his request or sealed and not released to any outside parties without the express written approval of the member.

## 22. COMMUNICATIONS

All written communications, those communications in writing from members to any supervisor, superior officer, other officer, or Township official or officer requesting action, notification of reply, shall be forwarded to the addressee in a prompt manner.

All written communications requesting reply, action, notification or otherwise requiring return communication indicating an answer for confirmation of action, shall be answered by the addressee in writing within five (5) working days.

The grievance procedure will not apply to this section.

## 23 EXCHANGE OF TOURS

A. **DISCRETIONARY GRANT.** The Chief of Police or his designated representative, at their sole discretion, may grant reasonable requests of employees to exchange tours of duty with other members. Trades by ranking officers must be done with a member who has a minimum of five (5) years duty, provided the request is with the mutual consent of both employees concerned.

B. **DEPARTMENTAL EFFECTIVENESS.** Under no circumstances will employees be permitted to exchange tours of duty if such exchange would diminish the effectiveness of the Police Department or the efficiency of the operations.

C. **OVERTIME.** Under no circumstances will employees be permitted to exchange tours of duty if such exchange would entitle either employee to receive overtime.

D. EFFECT OF SICK CALL. In the event that any officer who exchanges a tour of duty with another officer who fails to report to duty or call in that he is sick, the officer scheduled for replacement will be considered on sick leave for the amount of time absent. Any abuse may be subject to disciplinary action.

24. OUTSIDE EMPLOYMENT

The parties agree that any outside employment engaged in by the membership of the Association will be controlled by the Association. This will involve any and all scheduling and negotiation of compensation. It is agreed that in the process of negotiation, that one (1) member chosen by the Association and one (1) of the Police Department Administration will be present during any discussions. Any process of appeal due to a member's belief that he is being treated unfairly will be handled by the body of the Association.

**EXHIBIT A**

**MHPDEA  
SALARY GUIDE**

	<b>2% Inc. 1/1/2006</b>	<b>2% Inc. 7/1/2006</b>	<b>2% Inc. 1/1/2007</b>	<b>2% Inc. 7/1/2007</b>	<b>3.5% Inc. 1/1/2008</b>	<b>3.5% Inc. 1/1/2009</b>
<b>STEP A</b>	54,926	56,025	57,146	58,289	60,329	62,441
<b>STEP B</b>	57,521	58,671	59,844	61,041	63,177	65,388
<b>STEP C</b>	60,241	61,446	62,675	63,929	66,167	68,483
<b>STEP D</b>	63,099	64,361	65,648	66,961	69,305	71,731
<b>STEP E</b>	66,116	67,438	68,787	70,163	72,619	75,161
<b>STEP F</b>	69,255	70,640	72,053	73,494	76,066	78,728
<b>LONGEVITY A</b>	3,463	3,532	3,603	3,675	3,803	3,936
<b>LONGEVITY B</b>	6,926	7,064	7,205	7,349	7,607	7,873
<b>LONGEVITY C</b>	10,388	10,596	10,808	11,024	11,410	11,809
<b>SALARY AND LONGEVITY A</b>	72,718	74,172	75,656	77,169	79,869	82,664
<b>SALARY AND LONGEVITY B</b>	76,181	77,704	79,258	80,843	83,673	86,601
<b>SALARY AND LONGEVITY C</b>	79,643	81,236	82,861	84,518	87,476	90,537

