

COLLECTIVE BARGAINING AGREEMENT BETWEEN
TOWNSHIP OF MOUNT HOLLY
AND
MOUNT HOLLY POLICE DEPARTMENT SUPERIOR OFFICERS
ASSOCIATION

January 1, 2010 – December 31, 2013

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1. TERMS OF THE AGREEMENT

A. PARTIES: The terms of this Agreement will govern all police sergeants, detective sergeants, lieutenants and captains employed by the Township of Mount Holly ("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 this Agreement providing a new or increased benefit shall not be entitled to the benefits of this Agreement.

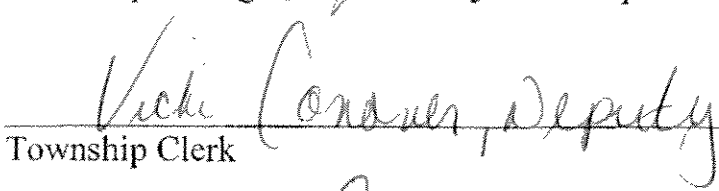
B. TERM: The Agreement shall be in effect from January 1, 2010 through December 31, 2013.




Mayor, Mount Holly Township



Township Manager, Mount Holly Township



Township Clerk



President, Mount Holly Township Police Department Superior Officers Association

9/12/2011

Date

2. RECOGNITION

A. MHPDSOA: The Township hereby recognizes the Mount Holly Police Department Superior Officers Association ("Association") as the exclusive collective negotiations agent for all police sergeants, detective sergeants, lieutenants and captains. A listing of the members of the Association shall be filed with the Township and shall be maintained in an accurate condition. The Township agrees that any employees covered by this Agreement who do not belong to the Association shall be required to pay 85% of the Association's fees and shall be entitled to all contract benefits.

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

3. MANAGEMENT RIGHTS

A. The Township hereby 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, including but without limiting the generality of the foregoing, the following rights:

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

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

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

4. 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 the 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 negotiating 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 negotiating 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 is clearly designated as an official statement of the Association.

B. CONTRACT NEGOTIATIONS: During contract negotiations, those members of the negotiating unit actively engaged in contract

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

4. 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 the Agreement.

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B. CONTRACT NEGOTIATIONS: 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. Negotiations meetings shall be considered the time of actual meetings between the negotiating team and the Township representative(s).

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 terms 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 this Agreement.

B. INADVERTENT ERRORS: No rights, benefits or compensations previously agreed upon by the parties shall be lost by omission, typographical error or mis-wording 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, including overtime needs of the Department. Such employment subject to approval by the Chief of Police or his designee.

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 Township Manager, 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 secondary employment not included in the annual statement. The Chief of Police is authorized by the Township Manager to review and approve said statements.

7. GRIEVANCE PROCEDURE

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

B. DEFINITION: A grievance is:

1. A complaint that there has been an improper application, interpretation or violation of the specific terms and conditions of this Agreement;
2. An improper application, interpretation or violation of any rules, regulations, codes, policies or administrative decisions applicable to members of the bargaining unit as defined in Articles 1 and 2.

C. WORKING DAY: A "working day" is any day other than Saturday, Sunday, Township holiday, personal day, comp day or vacation day.

D. GRIEVANT: Grievances may be filed by an individual member of the negotiating unit or by the Association itself. The aggrieved employee shall continue on his assigned duties pending the resolution of the grievance.

E. PROCEDURE: The grievant shall invoke the grievance procedure within thirty (30) working dates 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.

1. The grievant will initiate the grievance procedure with the department head in writing, setting forth his grievance, specifying the nature of the complaint and the remedy desired. The Chief of Police shall have a meeting with the grievant within ten (10) working days after receipt of the grievance. The Chief of Police must issue a written decision to the grievant stating his findings and recommendations within ten (10) working days. Failure to communicate the decision or have a meeting within the allotted time shall be deemed a denial of the grievance.

2. If the grievant is not satisfied with the results of the meeting with the Chief of Police, 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. Said meeting shall be held within ten (10) working days of the request unless an extension is mutually agreed to in writing. If no meeting is held within the time limitations, that shall be deemed a denial of the grievance. If no meeting is requested by the grievant within the time limitations, the grievance shall be decided adversely to the grievant. The Township Manager or his designee shall

issue a written decision within ten (10) working days of the meeting with the grievant stating all his findings, recommendations and decisions.

3. At no time will the person acting in Step 1 act in the absence of the Manager in Step 2. The appeal to the Township Manager shall be the final step in the grievance procedures with regard to all grievances except those which allege an improper application, interpretation, or violation of the specific terms of this Agreement.

4. If the grievant is dissatisfied with the results of the decision of the Township Manager or the grievance is deemed denied, the Association shall have the right to proceed to binding arbitration.

F. 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 Township Manager. 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. The cost of binding arbitration is to be borne by both sides on an equal basis. Any other costs are to be borne by the parties incurring the costs. The decision of the arbitrator shall be final and binding on all parties.

G. PERSONNEL: Within this contract there shall be no recognition of "Performance Notes." Non-recurring letters of reprimand are to be automatically removed from all files within 12 months. For any recurring letters of reprimand within 12 months, the employee shall have a right of appeal to the Township Manager.

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.

I. DISCIPLINARY MATTERS: The negotiated grievance procedure shall not be used for any disciplinary hearings wherein the Department of Personnel procedures or N.J.S.A. 40A:14-147 through 151 are invoked.

8. UNIFORMS, EQUIPMENT AND PERSONAL ARTICLES

A. The presentation of the proper image to the general public is of prime importance to police operations. In order to ensure that uniforms are identical and replacement uniforms are issued in a timely manner, the Township will specify type, quality, fabric, and manufacturer of uniforms and required equipment. All uniforms must comply with the Mount Holly Police Department policy general order 91-1 or subsequent directive.

All uniforms purchased as of the date of this contract are considered to be the property of Mount Holly Township and are to be returned at the time of retirement or termination.

The Township shall be responsible for establishing the minimum standards of all uniforms and equipment. These minimum standards shall be based on current specifications. Any new items not previously required but made part of the standard equipment for all Sergeants, Lieutenants, and Captains shall have the initial issue provided by the Township. Subsequent replacement shall be the responsibility of the member.

B. To provide for proper cleaning of Township issued uniforms and detective's civilian wearing apparel, the Township shall provide for cleaning as necessary at local establishments as provided through the public bidding laws. Effective January 1, 2012, this provision shall be deleted and instead

all bargaining unit members shall receive \$175 covering police related equipment and maintenance thereof which shall be paid annually in the month of January.

C. Uniforms bearing the identification of Mount Holly Police will not be worn on secondary employment positions except when specifically approved by the Chief and/or Township Manager.

D. 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 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. 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.

9. WORKING CONDITIONS

A. WORK SCHEDULE: The work schedule for patrol supervisors shall be the current 12 hour tour of duty, the 'Pitman' schedule, where members work two days on, two days off, with every weekend being a three day weekend, alternating between three days on and three days off. The patrol shift will rotate from day to night shift on a 28 day cycle. This shall be in lieu of the former patrol unit schedule of four (4) days on/two (2) days off, with each day being an 8 ½ hour tour of duty. Any other bargaining unit

employee shall work five (5) days on, two (2) days off, with each day having an eight (8) hour tour of duty, unless mutually agreed upon by the Township and the employee.

The working shifts for those superiors who are working 12-hour shifts shall be:

- a. 7:00 a.m. to 7:00 p.m.
- b. 7:00 p.m. to 7:00 a.m.
- c. 1:00 p.m. to 1:00 a.m. or at another time as a regular shift as designated by the Chief based upon the needs of the Department.

B. POSTING OF SCHEDULE: Any changes of patrol supervisor schedules will require a 48 hour notice.

C. SPECIALIST ASSIGNMENT: Any specialist otherwise assigned will be assigned in a reasonable manner. A specialist is a voluntary position as agreed upon by both the Township and the individual member. Otherwise, the rescheduled shift shall be at the overtime rate.

D. MANUAL: All members will be governed by the rules and regulations contained in the Police Policy Manual dated August 2007, as 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. This Agreement shall supersede any inconsistent provisions of the manual. The manual is to be located in the Police Records Room for access to all employees.

E. RESERVED FACILITIES: The Township agrees to designate the basement men's room for members and other police officers use only and to keep same locked to the general public and provide access for all officers 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 ensure 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 of Police.

G. TRAVEL: For travel, schooling, and other required attendance by officers at events, seminars, schools or legal proceedings which is required in connection with the performance of his duties for the Township, a Township vehicle shall be provided for all necessary travel whenever possible. In any circumstance where said vehicle is not provided, travel shall be paid for at the current Township rate of \$.33 mile, reasonable lodging, tolls and \$25 per diem for meals 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.

I. NOTICE OF AVAILABLE TIME: Each employee shall be advised quarterly of all of his available time (vacation, holiday, sick, comp time, personal days), meaning January 1st, April 1st, July 1st, and October 1st of each year, unless the information is included as a part of the employee's regular pay check.

J. KELLY TIME: In consideration of the additional hours scheduled as a result of working the 12-hour Pitman schedule, effective September 1, 2011 or at another time mutually agreed to by the parties, officers shall receive up to a maximum of 104 Kelly hours annually, pro-rated for 2011 only. Kelly time shall not accrue during any paid leave time (vacation, sick, personal and bereavement) unless that leave is otherwise made up during the pay period. It may accrue proportionally, when partial accrual is earned. The Kelly time accrues quarterly, assigned by the Chief on

a monthly basis pursuant to the posted schedule, utilized in 12 hour increments when possible, unless otherwise agreed to by the officer and the Chief, with officers permitted to request alternate and/or additional time, subject to the Chief's approval. Any days not used by the officers or assigned by the Chief at the end of the year, shall be paid to the officer at straight time.

For purposes of leave for those officers assigned to 12-hour shifts, existing vacation and sick days shall be converted to hours, based upon eight (8) hour days; personal leave shall be treated as days regardless of the hours of the assigned shift, and bereavement leave shall be four (4) days for those assigned to 12 hour shifts, and five (5) days for all other officers.

K. SCHEDULE CHANGE: The Township may change from the current 12 hour work schedule to the former 8 hour shift schedule, if after consultation between the Chief of Police and representatives of the rank and file and SOA bargaining units, the Township is able to demonstrate a particularized need to change from the current 12 hour schedule to the former shift schedule in order to effectuate a governmental policy, and that this change is necessary for the effective and efficient operation of the Police Department. The Township will be required to provide the Unions 45 days notice prior to any change from the current 12 hour schedule to the prior work schedule, and upon return to that schedule, all leave and other provisions in the contracts which were altered when the parties went to the current 12 hour schedule, will revert to how they existed prior to the change to 12 hour shifts.

10. LEGAL REPRESENTATION

The Township recognizes its obligation under N.J.S.A. 40A:14-155. Whenever a member is a defendant in any action or legal proceeding arising out of anything directly related to the lawful exercise of police powers in the furtherance of his official duties, the Township shall provide said member

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 Township or in criminal proceedings instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense. In the event the existing statute is amended, this benefit shall be altered in accordance with the terms of that amended law.

11. WAGES

A. For 2010, 2011, 2012, and 2013, salary rates for all officers shall be increased annually by 1.5%, 1.5%, 1.5% and 2% for each year of the Agreement. The Township will pay members in accordance with the Salary Guide at the end of this Agreement and Articles 11 and 12 herein. The MHPDSOA agrees that it will accept from this date on, that any yearly increases which go into effect on January 1st will be paid on January 1 of that year.

Effective September 1, 2011, all existing Superior Officers shall be paid in accordance with the Salary Guide attached hereto.

In 2012, no eligible bargaining unit member who is eligible shall move up one step on the SOA salary guide during that year only. The annual step movement mechanisms shall recommence on December 31, 2012, for step movement in ensuing years. Eligible employees shall move thereafter as they had in the past.

Promotion to the fourth Sergeant's position shall provide a salary increase of 25% of the difference between the employee's prior salary and the sergeant's rate to which the employee would otherwise have been placed under the contract. However, this salary increase upon promotion must be at

least a minimum of 5%. The second calendar year's compensation in the fourth Sergeant's position shall be 50% between the employee's prior pay and the Sergeant's rate that would otherwise have been attained under the contract. During the third year, the officer would be paid 75% of the difference between the employee's prior salary and the Sergeant's salary that would otherwise have been attained under the contract. In the fourth year or upon the reduction of the existing three Sergeants to two, the fourth Sergeant shall be immediately placed as the employee would originally have been placed and advanced on the existing Sergeant's salary guide under the contract. In no event shall the fourth Sergeant fall below a salary of 5% above the pay rate that would have been attained continuing on the rank and file guide.

B. In the event an evaluation format is developed in the future, it will be discussed with the Association prior to implementation and will not be used for purposes of compensation.

C. Any personnel assigned as a detective shall receive a \$500 uniform allowance annually during the month of January.

12. 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. All officers who work 15 minutes or beyond in any one-half hour period, shall be entitled to overtime pay in thirty-minute increments, for all hours worked, in one continuous tour of duty beyond their assigned shift of the day. Any officer who works less than 15 minutes in any one-half hour period is not entitled to overtime compensation for that time worked.

2. For a second scheduled tour of duty in a twenty-four (24) hour period except on those days when the shift assignment rotates.

3. For work related 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 employees assigned to either the night, 7:00 p.m. to 7:00 a.m., or the 11:00 p.m. to 7:30 a.m. shift, three (3) hours minimum, provided the officer remains on duty for the full three hours, even if Court finishes. Otherwise, that officer shall be paid time and one half for all hours worked.

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 of Police 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 an employee is called in from an off-duty status, where the call-in has not resulted from malfeasance or nonfeasance of the employee, 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., in which case the employee shall receive a minimum of three (3) hours overtime pay, unless the officer remains on duty as part of the officer's regularly scheduled shift, in which case the officer shall be paid time and one half of all hours actually worked prior to the start of his shift,

and then paid at his appropriate rate, for all hours of his regularly scheduled shift.

9. Overtime pay will not be given to an employee who is on sick leave, suspension, or an unexcused absence on the proceeding or succeeding shift.

10. Overtime is to be computed to the nearest thirty (30) minutes.

11. Court officers are to receive a four-hour minimum. This provision is eliminated effective with the signing of this Agreement.

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

13. 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 employee terminates during the year, the leave will be recalculated according to the actual time

served. To receive credit for annual leave, an employee 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 to his termination.

C. HOLIDAYS: Employees working overtime on the below listed holidays will receive double time compensation.

OFFICIAL HOLIDAY SCHEDULE

New Year's 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 and Day After
Christmas Eve	Christmas Day
The Member's Birthday	

Effective after the signing of this contract, the officer's birthday shall no longer be a holiday for which double time is paid. Effective January 1, 2012, Columbus Day, and Election Day shall no longer be holidays for which double time is to be paid.

D. VACATION TIME OFF: Members of the bargaining unit will receive an allocation of vacation time and personal time in accordance with the vacation schedule at the end of this Agreement with pay according to the following criteria:

1. PRIMARY VACATION REQUEST: Primary Vacation shall be for four (4) to eight (8) consecutive working days. Request for PRIMARY VACATION TIME OFF shall be submitted between November 1 and December 20 of the previous

year. Seniority and rank shall apply to the order of the issuance. The listing for PRIMARY VACATION TIME OFF slots so allocated shall be posted on or before December 31. After posting of the final listing, allocated primary vacation may not be altered, cancelled or changed without the express approval of the employees.

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

2. SHORT RANGE VACATION DAYS OFF: Requests for VACATION DAYS not within sixty (60) days in advance must be submitted by the employee to his immediate supervisor then on duty for immediate leave. For all other leave, requests shall be made to the officer's shift commander affected by the request or in his absence to the executive officer.

a. SENIORITY: Seniority shall only figure in requests for VACATION DAYS made more than 60 days in advance. Requests for SHORT RANGE VACATION made less than 30 days in advance shall be awarded on a first-come basis.

3. UNUSED VACATION: Vacation time off may be accumulated up to a three-year period with the maximum accumulation being 105 days. Effective upon the signing of this contract, unused vacation may be accumulated beyond the calendar year in which it is earned but must be used during the following calendar year. Leave taken is automatically charged against earliest leave available to the employee. Vacation leave requests shall not be unreasonably denied, except vacation leave

which requires overtime will not be an unreasonable denial. Any carried-over vacation leave which the officer brings from the prior calendar year shall be scheduled by January 31 of the new calendar year. For any such carried-over vacation scheduled in January of the next year, of which the employee is prevented from use by the Department, shall be compensated at year's end, in the last pay period.

E. UNRESTRICTED PERSONAL TIME OFF: An employee will be entitled to three (3) unrestricted personal days by calling in 24-hours in advance. These days shall not be taken on any holiday recognized herein. Unused personal days may be carried over until the next calendar year and included as regular vacation time. Days may be taken in four (4), six (6), eight (8), or twelve (12) hour blocks. Only two Supervisors may be off on a personal day for each 24 hour duty 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, or attendance upon a member of the immediate family who is seriously ill and requires the officer'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 officer'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 officer's physician will, in any event, be required if the officer is absent due to illness for more than three (3) 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 officer's periodic or

repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as sufficient proof of need of leave of absence of the officer; 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, with the employee entitled to be paid at retirement up to 65 days of the employee's earned and unused sick leave at his or her current rate of pay up to a maximum of \$20,000 ("sick leave sell back"), EXCEPT that employees hired after the signing of this contract shall be limited to a maximum of \$13,500. Existing employees at the time of the signing of this contract, who have accrued sick time in excess of \$20,000 at their current rate of pay, shall have a grandfathered maximum amount at the accrued level, not to exceed the value of 65 days. Current year sick leave shall be utilized prior to accrued sick leave.

G. BEREAVEMENT LEAVE: Four (4) days for those assigned to 12 hour shifts and five (5) days bereavement leave for all other officers will be granted when death occurs in the immediate family, namely: the death of a spouse, child, 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 bereavement leave shall run from the date of death.

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 national 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 any 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 release from active duty.

I. 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 workday, he must return to work immediately upon dismissal.

J. LEAVES 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 for a period not exceeding six (6) months at any one time.

K. 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 the 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.

L. CARDIAC/MEDICAL EVENT: Any employee 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.

M. 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 employee involved. All such medical records shall be kept confidential between the employee and the doctor. Following said event(s), an employee shall be granted four (4) working days off with pay, providing that there are no injuries which may 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 Association or its designee to determine the need for further treatment.

N. MODIFICATION BY OPERATION OF STATUTE: All of the foregoing policies and procedures in the sections of Article 16 entitled Leave Provisions will be amended as required by the dictates of the 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); 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, and New Jersey Family Leave Insurance, also known as New Jersey Paid Family Leave, N.J.S.A. 43:21-26 *et seq.* and regulations thereunder. At the option of either the member or the Township, the member may use any available sick time in whole or in part in connection with any eligible leave available under the foregoing statutes. The terms and conditions of the foregoing sections will be modified only insofar as necessary for members to be consistent with the cited statutes and regulations.

14. MEDICAL BENEFITS

A. MEDICAL PLAN: The Township shall provide medical insurance for each full time employee, spouse, and child under the New Jersey State Health Benefits Plan or an equivalent plan provided by another insurance company providing equal or greater benefits. Any changes shall be done only after first consulting with MHPDSOA officials, who shall be entitled to be present at meetings between the Township's representatives and any prospective insurer or other prospective third party administrator for the existing employee health benefit plan wherein proposed changes are discussed.

Effective May 21, 2011, Police Officers only, shall be required to pay one and one-half percent (1.5%) of base salary, per year (unless otherwise increased by a mandatory preemptive state statute), with payments broken down in bi-weekly installments, towards the cost of such coverage. These payments shall be made on a pre-tax basis pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. Unless otherwise required by state law, such contributions shall cease upon the Officer's retirement. These payments shall be inclusive of any such payments required by State law or mandate and shall

not be required to be made by any police officers opting out of health care coverage.

B. DENTAL PLAN: The "State Employees Group Dental Program" specifically the "Dental Expense Plan" or the "Dental Plan Organizations" dental plan shall be provided by the Township to the members of the Association at Township expense.

C. INSURANCE BUY-BACK: For the benefit of those employees who have spouse or other family members enrolled in a family medical plan whereby the employee is also covered, on presentation of proof of coverage, the employee may elect to abstain from the plan and shall receive 50% of the Township's cost under the New Jersey State Health Benefit Plan. Employees may rejoin the medical plan at annual open enrollment without paying any differential in premiums.

15. INDEMNIFICATION OF MEMBERS

The parties agree that Law Enforcement Professional Liability Insurance coverage currently provided by the Township 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 coverage 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 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.

16. SEVERABILITY AND SAVINGS CLAUSE

A. EFFECT OF LAW: The Township and the 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 provision 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 affected thereby and shall continue in full force and effect.

17. 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 is paid by workers' compensation.

C. TIME OF PAY OUT: 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 the limitations in the contract currently in force.

E. CONTINUATION OF HEALTH CARE 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 State Health Benefits Plan) (presently 20%), to be paid by the individual.

F. PROFESSIONAL SERVICES: Payment of fees for an attorney and CPA to assist a spouse in obtaining all insurance 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

18. RETIREMENT

A. DEFINED: Retirement, for the purpose of this agreement, shall mean service retirement, special treatment, 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 employee

1. Upon retirement, shall be presented with his breast badge along with a wallet badge and ID card, listing the employee as retired.

2. Upon a qualified PFRS retirement, employees shall be eligible to retain their insurance coverage at the group rate (i.e., the Township pro-rated cost per New Jersey State Health Benefits Plan), to be paid by the individual.

3. Upon retirement, the personnel folder of the employee shall not be released to any outside parties absent written notice to the officer and affording the officer at least 15 days to object to its release, unless otherwise required by law to release this material sooner.

19. EXCHANGE OF SHIFTS

A. DISCRETIONARY GRANT: The Chief of Police or his designated representative, at their sole discretion, may grant reasonable requests of supervisors to exchange shifts with other members.

B. DEPARTMENTAL EFFECTIVENESS: Under no circumstance will supervisors 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 supervisors be permitted to exchange shifts if such exchanges 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.

20. 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.

SALARY, VACATION AND STEP SCHEDULE

SALARY GUIDE

Sergeant		2010	2011	2012	2013
		1.5% Inc.	1.5% Inc.	1.5% Inc.	2% Inc.
Step 1	0 through 9 th year	\$86,036	\$87,327	\$88,637	\$90,410
Step 2	Jan. 1 st 10 th year through 14 th year	\$90,339	\$91,694	\$93,070	\$94,931
Step 3	Jan. 1 st 15 th year through 19 th year	\$94,857	\$96,280	\$97,724	\$99,678
Step 4	Jan. 1 st 20 th year and beyond	\$99,598	\$101,092	\$102,608	\$104,660
Lieutenant		2010	2011	2012	2013
		1.5% Inc.	1.5% Inc.	1.5% Inc.	2% Inc.
Step 1	0 through 9 th year	\$92,059	\$93,440	\$94,842	\$96,739
Step 2	Jan. 1 st 10 th year through 14 th year	\$96,664	\$98,113	\$99,585	\$101,577
Step 3	Jan. 1 st 15 th year through 19 th year	\$101,496	\$103,018	\$104,564	\$106,655
Step 4	Jan. 1 st 20 th year and beyond	\$106,570	\$108,169	\$109,791	\$111,987

The above salaries for sergeants and lieutenants are for those officers with Associates Degree or above. Those officers who have not yet obtained an Associates Degree will receive \$768.00 less than the above yearly salary and be paid \$1.00 per credit up to a total of \$64.00 a month.

	<u>Leave Time</u>	<u>Vacation</u>	<u>Personal</u>
Step 1		18 Days	3 Days
Step 2		23 Days	3 Days
Step 3		27 Days	3 Days
Step 4		32 Days	3 Days

STEPS

Under the terms of the parties' contract, the step progression shall be as follows as of January 1st.

	2010	2011	2012	2013
Deppen	4	4	4	4
Mastrangelo	4	4	4	4
Trimble	4	4	4	4
Seitz	3	4	4	4
Fields	3	3 ¹	3	4

¹ Officer Fields was demoted effective June 24, 2011.