

Certification


I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 7/1/2019 thru 6/30/2022.

Employer: Mt. Ephraim Borough

County: Camden

Date: 10/29/2020

Name: Richard B. Schwab
Print Name

Title: Financial Consultant

Signature

AGREEMENT

This agreement made this 3rd day of January, 2020 by and between The Borough of Mount Ephraim, here in after referred to as the "Employer", and Fraternal Order of Police Lodge #76 representing the Police Officers of Mt. Ephraim, hereinafter referred to as the FOP or "Employee."

Whereas, it is in the interest and purpose of the parties to promote and improve the labor relations of the Mt. Ephraim; and

Whereas, the well-being of Employees and the efficient administration of the Borough of Mt. Ephraim Police Department are benefited by providing Employees the right to negotiate with respects to the condition of their employment; and

Whereas, effective labor-management relations within the Borough of Mt. Ephraim depend upon a clear statement of the contractual rights of Employees; and

Whereas, the Employer and the Employees recognize and are bound by the applicable provisions of Title 40, Title 40A and N.J.S.A. 34:13A-1 et seq.

Now, therefore, the parties agree as follows:

SEPARABILITY

If any section, subsection, paragraph, sentence, clause or phrase of this agreement, or any application thereof to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. Any provision so deemed invalid will be subject to negotiation.

ARTICLE I
RECOGNITION

Section 1. The Employer hereby recognizes the Fraternal Order of Police, FOP Lodge # 76 as the sole representative of the Patrol Officers, the Detectives, the Corporals, Sergeants, Detective Sergeants, Lieutenants, Detective Lieutenants of the police department for the purpose of collective negotiations with respect to terms and conditions of employment.

This recognition, however, shall not be interpreted as having the effect of abrogating the rights of Employees as established under the laws of 1968, chapter 303 as amended.

Section 2. Maintenance of Standards. The rights of both the Employer and the FOP shall be respected, and the provisions of this agreement for the orderly settlement of all questions regarding such rights, shall be observed.

Section 3. Retention of Benefits. The Employer agrees that all lawful benefits and terms and conditions of employment existing not modified by this agreement shall be continued in effect in accordance with New Jersey Law.

Section 4. Voluntary Dues Collection

- A. The Employer shall withhold FOP dues from each Mt. Ephraim-FOP Lodge 76 member's pay in an amount authorized by FOP Lodge 76. The FOP will deliver to the Employer a request for payroll deduction signed by all members, or non-members, who request to continue to pay dues. Any new Officer who becomes a member of FOP Lodge 76 will deliver, to the Employer, a request for payroll deductions signed by that Officer.
- B. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union Membership dues, fees, and assessments.

C. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Employer at the request of the Union under this article and section.

ARTICLE II
NON-DISCRIMINATION/ EQUAL TREATMENT

Section 1. The Employer and the Employees agree to comply with the mandatory provisions of relevant State & Federal Laws prohibiting discrimination in the work place.

Section 2. The Employer and the Union agree not to interfere with the rights of the Employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employees because of Union membership or non-membership.

ARTICLE III
MANAGEMENT RIGHTS

The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives, or management, and responsibility to promulgate and enforce reasonable and necessary rules and regulations regarding governing the conduct and the activities of the employees are exclusively retained by the Employer.

ARTICLE IV
LODGE RIGHTS AND RESPONSIBILITIES

A. Authorized representatives of the Lodge, whose names shall be filed in writing with the mayor, or his designee, shall be permitted to visit any police facility for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Chief of Police, or his designee, on condition that such prior approval shall not be unreasonably withheld. At least one (1) authorized F.O.P. Representative shall be granted

such permission. The Lodge representatives shall not unreasonably interfere with the normal conduct of the work within the police facility.

B. Up to a maximum of three (3) authorized Lodge representatives shall be excused from their normal duties to participate in negotiations for the renewal of this agreement or the execution of a new agreement. Such representatives shall attend negotiations session, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

C. Copies of disciplinary charges or other notices relating to disciplinary action against any member or non-member shall be furnished to the Lodge upon written authorization to the Borough by the employee within twenty-four (24) hours of the presentation of charges. The Borough shall maintain a file of written refusals by members to authorize the Borough to forward such documents to the Lodge.

D. The Lodge will be responsible for acquainting its members with the provisions of the Agreement, and shall be responsible insofar as possible for the adherence to the terms of this agreement by such members.

E. No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause.

ARTICLE V
HOURS OF WORK

A. The normal workweek shall be assigned and scheduled by the Chief of Police. It is recognized that assignments and scheduling will be handled within the Police Department in accordance with reasonable standards and practices.

B. The Captain and Detective Sergeant may replace the second officer, if necessary, and a Class II Special Officer may fill in at any time.

C. The parties agree that two (2) officers shall be assigned to all shifts. Officers shall be defined as those recognized under article I.

D. Employees shall notify the Chief of Police or his designee their intent to be absent from work no later than 6 hours prior to their shift assignment except in cases of emergency.

E. With the current twelve (12) hour schedule that is in effect the use of Kelly time will be used to compensate officers four (4) hours for the eighty – four (84) hour schedule during the two (2) week period. The Borough may pass a resolution establishing a twenty-eight (28) day work period to comply with the Fair Labor Standards Act, but which will not impact and employee’s right to overtime pursuant to this agreement.

ARTICLE VI
VACATIONS

A. Vacation time for permanent employees shall be provided in hours based on completed years of service with the Borough according to the following chart:

Completed Years of Service	Employees hired prior to 7/1/09	Employee s hired after 7/1/09
1	84	84
2	84	84
3	84	84
4	84	84
5	120	132
6	132	132
7	144	132
8	144	132
9	156	132
10	168	180
11	168	180
12	180	180
13	192	180
14	192	180
15	204	216
16	216	216
17	216	216
18	228	216
19	240	216
20 or more	240	240

B. The above hours will be available for use as of January 1 of the year in which the employee completes the above listed year of service. If the employee separates from the Borough for any reason other than retirement, the value of any hours used that were not earned will be deducted from the employee's final paycheck.

C. Newly hired employees will earn four (4) hours of vacation time for each month or portion of a month worked during their first calendar year of employment. This time can be used after six (6) months of employment.

D. Employees with the highest rank, then the greater length of service with the Borough, will be given preference in relation to the choice of vacation dates. If such an employee takes the full vacation allotment consecutively, the preference will apply to the entire vacation period. If such an employee decides to take a split vacation, the preference will be restricted to the first chosen part of said vacation and the second chosen part of the vacation period will not be granted preference and will be allowed only after all other employees have received their preferred choice of vacation dates.

E. The scheduling of vacation periods cannot affect the efficient operation of the Police Department, notwithstanding the provisions of paragraph "D". The Chief of Police or designee must approve all vacation dates in writing before use.

F. An employee may carry not more than 48 hours of unused paid vacation time into the following calendar year. That time must be used in that calendar year or it will be forfeited. If an employee does not schedule his or her vacation time by September 1st of the calendar year, the Borough shall have the option to schedule the remaining vacation time, except for the permissible carry-over. Any vacation time not scheduled by the employee or the Borough other than the permissible carry over, shall be forfeited, unless the Chief extends and reschedules this time if it cannot be taken as scheduled due to illness or injury as defined by this agreement.

G. An employee that completes 15 years of service and beyond, will have the option to "sell back" up to 48 hours of accrued unused vacation time. One hour of vacation time will be the equivalent to one hour pay at the employee's hourly rate at the time of payment. The employee must advise the Borough in writing, no later than December 1 of the year the time is available and payment will be made to the employee no later than the end of January of the succeeding year.

H. Payment of accrued and unused vacation upon separation from the Borough shall be as specified in Article XXIII. If an employee dies while still employed by the Borough, this provision shall apply to his or her estate. An employee terminated for cause shall not be entitled to payment of accrued, unused vacation time.

ARTICLE VII
PERSONAL DAYS

A. Recognizing that police officers will not necessarily be absent from work on holidays granted to Borough employees, it is agreed that the value of this time has been included in their base pay since 2013. Some employees continue to have accrued time off in their Personal Leave bank.

B. No additional time off will be added to the Personal Day bank during 2013 and beyond.

C. Employees with a Personal Day Leave bank may request from the Police Chief permission to use time from their Personal Leave bank throughout the year as the work schedule permits or carried over into subsequent years. These requests shall not be unreasonably denied. Upon separation from service with the Borough, the employee will be paid for any unused time that has accrued in their Personal bank in accordance with Art. XXIII. If an employee dies while still employed by the Borough, this provision shall apply to his or her estate.

D. An employee terminated for cause shall not be entitled to payment for any accrued, unused personal time.

ARTICLE VIII
CLOTHING AND UNIFORMS

A. Those employees who are required to be uniformed in the performance of their duties shall be provided with an amount of \$1,400.00; \$625.00 in direct cash payment and \$775.00 voucher payable January 1st of 2019. The Borough shall have the right to select the vendor. If an employee resigns or is discharged before the end of the year, that employee must reimburse the Borough for the amount pro-rated on a monthly basis.

B. Effective January 1st, 2020 and continuing through the terms of this agreement; those employees who are required to be uniformed in the performance of their duties shall be provided with an annual amount of \$1500; \$1000 in direct cash payment payable in the first pay of January of each contract year and \$500 worth of uniforms / equipment, purchased by the Employer via Borough voucher during

each calendar year . The Borough shall have the right to select the vendor and the members agree that only items listed on the attached “SCHEDULE A. section a, b and c” shall be permitted for purchase through the voucher system. If an employee resigns or is discharged before the end of the year, that employee must reimburse the Borough for the amount pro-rated on a monthly basis.

C. The Borough will replace, at no cost to the employee, uniform items which have been irreparably damaged in the line of duty, except if said damage is caused by the negligence of the employee. The Borough, under contract with a designated vendor, shall provide full maintenance and cleaning of employees’ uniforms. This paragraph shall also apply to all non-uniformed personnel.

D. Non-uniformed personnel shall be given a yearly amount of \$1400 payable in January 2019 and \$1500.00 payable in the first pay of January in each contract year starting January 2020. If an employee resigns or is discharged before the end of the year, that employee must reimburse the Borough for the amount pro-rated on a monthly basis.

E. New full-time personnel shall be issued a full complement of new clothing and equipment per Schedule A at the end of this agreement at no cost of the employee and without any deduction from his or her clothing and uniform allowance.

F. The Borough will provide new full-time personnel with clothing as required by the police Academy such employee attends. This may be by vouchers to a vendor of the Borough’s Choice.

G. The Borough shall provide new body armor for each employee every four (4) years if said employee so requests the same. A rotation plan based on the issuance date of each employee’s most recently issued body armor shall be put in place by the Chief of Police for the replacement of body armor.

ARTICLE IX
MEDICAL BENEFITS

A. Coverage

1. The Borough shall provide for the employees and employees' dependents health, dental, prescription and vision coverage as has been in effect during the calendar year 2019.

2. The Borough has the right to change health care providers as long as the benefit levels and co-pays remain substantially similar or better. The Borough shall provide to the FOP the details and specifics of any new coverage and coverage options no later than forty-five (45) days prior to the planned effective date of the changes.

B. Employee Contributions

1. Covered members shall contribute towards the cost of this coverage through payroll deductions at the rate established by P.L. 2011 c. 78 in the contribution guide identified as Tier 4. The relevant sections of Chapter #78 are made part of this agreement as an Appendix.

2. Beginning January 1st, 2020 and continuing through the terms of this agreement; members will continue to contribute towards the cost of this coverage through payroll deductions at the rate established by P.L. 2011 c. 78 in the contribution guide identified as "Tier 4" until they reach a maximum contribution level of 27%.

3. The parties understand that they must comply with any future changes in the law based on changes in legislation and/or due to any Court decisions.

C. Coverage after Retirement

1. Such coverage shall continue in the event that an employee who was hired prior to July 1, 2009 retires from the Police Department for length of service, disability or upon any State approved pension.

2. Employees hired after July 1, 2009 must have a minimum of twenty-five years (25) of service with the Borough of Mt. Ephraim Police Department, and retire for length of service, or qualify for a State approved disability pension to be eligible for fully paid medical benefits upon retirement.

3. Retirees eligible for paid medical after retirement must make the same contributions for their coverage as active members per C. 78.

a. The retiree must notify the Borough of their annual pension income so that their quarterly contribution amounts can be calculated by the Borough.

b. Such contributions must be made by payments to the Borough on a quarterly basis by December 15, March 15, June 15 and September 15 of each year.

c. Thirty (30) days in advance of the due date the Borough will provide a notice to the retiree mailed by certified mail to the last known address of the retired employee, with a copy to Lodge #76, listing the amount due and the date due.

d. If the payment is not received on the due date, the Borough will, on or before the last day of the first week of the following month, send a notice mailed by certified mail, with a copy to Lodge #76, detailing that the payment is delinquent and advising of the coverage termination per below.

e. If payment is not made by the last day of the month following the month in which the quarterly payment was due, coverage for the retiree and the retiree's dependents shall cease and the Borough will have no further obligation with respect to same. The retiree will be so notified by certified mail with a copy to Lodge #76.

4. In the event that an employee or retired employee dies, all benefits provided herein shall continue to be provided by the Borough to the employee's or retired employee's dependents for as long as they would remain the employee's or retired employee's dependents had the employee

or retired employee not died. The dependent must make the same contribution using the same procedure as described in paragraphs #3 above.

- D. The Borough will continue to provide an IRS 125 Medical spending account for each employee as provided for in Chapter#78

ARTICLE X
SICKTIME

A. 1 Those employees covered by this agreement are entitled to receive seventy two (72) hours to be credited on January 1st of each year. Sick leave may be accumulated without limit and may be used up to the full amount credited without limitations.

2. In the event of a major illness or injury, which shall be defined as the length of time that an employee is off work for serious illness or injury and under the continued care of a physician or doctor, not job related, after an employee used two hundred eight (208) hours of accumulated sick leave, additional accumulated sick leave shall not be deducted against the employee's credited and accumulated sick leave for a period of up to one (1) year. If it is determined by an employee's physician or a Borough appointed physician that an employee who is out on major illness will never be able to return to full duty, the employee shall make application for a disability pension immediately upon the employee receiving knowledge that he has been deeded medically unfit for duty. If the employee fails to apply for a disability pension, the Borough may file for an involuntary disability retirement. If it cannot be determined that the employee is or will be fit to return to full duty at a date certain, the employee will remain on "major illness" leave until such a determination can be made or for up to one (1) year, whichever comes first.

3. Requests for advanced sick leave will be submitted to the Director of Public Safety via the Chief of Police. Requests for advanced sick leave must contain a statement from the employee's physician stating the nature of the illness or injury and the approximate date the employee will be able to return to duty. The Borough shall continue to make pension contributions and provide benefits for the employee for a period of up to one year.

B. In order to receive pay for sick leave after more than two (2) consecutive days of absence, the employee must present a certificate from a physician upon his/her return to work.

C. Upon retirement from the Police Department, for length of service or disability, an employee covered by this agreement shall receive pay for unused sick leave per Article XXIII.

D. Every employee who has accumulated five hundred (500) or more sick hours shall have the option to sell back a maximum of one hundred (100) hours per year at the salary rate in effect during that year. Those opting to participate in this sell back shall inform the Chief of Police or his designee of their intent to do so no later than December 31st of the year preceding this option. The Borough shall reimburse the employee the full amount of the value of these hours on the first pay period in June of the option year. This shall be by separate check with the appropriate rates applied.

ARTICLE XI
INJURY ON THE JOB

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the Borough's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Borough. At the Borough's option, the employee shall either surrender or deliver his entire salary payments, or the Borough shall pay the difference.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year, providing the employee submits acceptable medical evidence he or she is fit to return to duty.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if

the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Borough's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workman's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employment of the Borough prior to reimbursing the Borough for such advanced time, the employee shall be required to reimburse the Borough for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report within the normal work shift.

D. It is understood that the employee must file an injury report with their department Head so that the Borough may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Borough may reasonably require the employee to present such certificate from time to time.

F. If the Borough does not accept the certificate of the physician designated by the insurance carrier, the Borough has the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

G. In the event the Borough appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputed the determination of the Borough appointed physician. In that event the Borough and the

employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Borough and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

H. If the Borough can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Borough.

ARTICLE XII
SALARY PROVISIONS

A. Base salaries shall be as shown in Schedule B at the end of this agreement.

1. It shall provide for a zero (0%) percent increase over the 2018 rates for all steps as of July 2019.
2. It shall provide for a two (2%) percent increase over the 2019 rates for all steps effective for the full pay period, payable on the first pay date in January 2020.
3. It shall provide for an additional two (2%) percent increase over the January 2020 rates for all steps effective for the full pay period payable on the first pay date in July 2020.
4. It shall provide for a three (3%) percent increase over the July 2020 rates for all steps effective for the full pay period, payable the first pay date in July 2021.

B. For the purpose of determining placement on the salary scale, the anniversary date of hire of the employee shall be the determinant. Anniversary date shall be understood to mean the date upon which the employee commenced regular, full time employment with the Borough Police Department.

C. The Borough agrees to establish regular paydays on alternating Thursdays.

ARTICLE XIII
OVERTIME

A. Overtime refers to any time worked beyond the regularly scheduled hours of duty in any one day, in excess of thirty (30) minutes, when approved by the employee's on call supervisor as defined by Article V.

B. Overtime shall be paid at the rate of time and one-half.

C. Overtime will be paid at time and one-half to employees for attending training that is mandated by the Police Department, if said mandated training is attended outside of the employee's regularly scheduled work day at the request of the Chief of Police or his designee.

D. All employees covered by this agreement shall be eligible for overtime.

E. Overtime shall be paid on the regular payday for the period in which such overtime was worked.

F. One hour of overtime will be paid to employees working during the shift when changing to Eastern Standard Time. Officers working while returning to Daylight Savings Time will lose one hour of pay.

G. Any employee who is assigned to the Critical Incident team of Camden County will be paid time and one-half up to eight (8) hours if the Unit is "activated". For the purposes of this agreement "activated" is defined as an active critical incident. Overtime is excluded for critical incident team trainings, classroom activities or meetings.

H. Unless overtime pay is specifically requested by the employee within five (5) days of working the overtime hours, the Borough may credit the employee with compensation time in lieu of overtime in compliance with The Fair Labor Standards Act Section 3(s)(1) (c), Section 7 (k).

1. The hours credited as compensatory time shall be at the equivalent of time and one-half and may be accumulated up to a maximum of 480 hours after which all overtime work must be paid.

2. Employees with any accumulated compensatory time may request from the Police Chief permission to use this time throughout the year as the work schedule permits, these requests shall not be unreasonably denied.

3. An Employee cannot be forced to use accumulated compensation time at any time or in lieu of or before the use of annually accrued or carried Vacation time, Kelly time or any other earned or accrued time that the employee may have accumulated.

4. Upon separation from service with the Borough the employee will be paid for any accumulated compensatory time that has accrued at the prevailing rate of salary at the time of separation from service.

ARTICLE XIV
ON-CALL PAY

The Chief of Police or Highest Ranking Officer within the Police Department will designate an officer to be On-Call as per the adopted Police Department Policies and Procedures.

- A. During the 2019 contract year, said officer will be paid one hundred dollars (\$100.00) per weekend for each weekend of on call duty.
- B. As of January 1st, 2020, and continuing through the terms of this agreement; said officer will be paid one hundred and fifty dollars (\$150.00) per week for each week of on call duty.
- C. Said officer will be paid as Call In Time for time worked if they are called in when On-Call.

ARTICLE XV
CALL IN TIME

A. Any employee who is directed and returns to work during periods other than his regularly scheduled shift shall be paid at the rate of time and one-half and shall be guaranteed a minimum of four (4) hours pay at an overtime rate, so long as said call-in is not contiguous with the employee's regularly scheduled work day.

B. There shall be no compensation to employees for attending departmental meetings.

C. Employees shall be notified of any disciplinary action during their assigned shift. Hearing, meetings, etc. pertaining to this discipline may be held on off shift time. If the employee is found innocent or charges are withdrawn, the employee shall be reimbursed in full for off shift time spent attending these meetings.

ARTICLE XVI
HOLIDAY PAY

A. Any employee who works any portion of the recognized holidays listed below shall be paid at half their hourly rate in addition to their regular pay during that shift, for the hours worked during their full shift.

1. Thanksgiving Day
2. Christmas Day
3. Independence Day (as of July 2020)

ARTICLE XVII
SHIFT DIFFERENTIAL AND EXTRA DUTY ASSIGNMENTS

- A. An additional hourly rate of \$2.00 per hour shall be paid to employees for working during the hours of 3 pm to 6 am.

- B. Beginning January 1, 2020 and continuing through the terms of this agreement, any member assigned by the Chief to complete the duties consistent with that of a Detective as outlined in the Department Rules & Regulations Article "V", Section "A"; shall receive an additional annual stipend of one-thousand five hundred dollars (\$1500.00). The stipend will be calculated in weekly increments of \$28.85 for each week of assigned duty and will be paid on the last pay period of each quarter (March, June, September & December).

- C. Beginning January 1st, 2020 and continuing through the terms of this agreement, an Officer In Charge (OIC) shall be compensated at a rate of one additional dollar (\$1.00) per hour for every hour worked in the OIC capacity. An OIC shall be defined per the Department Rules & Regulations Article "IV" Section "D" as; in the absence of a Sergeant or Captain, the senior available officer on the shift unless otherwise provided by the Chief. OIC Pay will be paid on the last pay period of each quarter (March, June, September & December).

ARTICLE XVIII
ADDITIONAL PAY FOR COURT AND GRAND JURY

- A. All employees covered under this agreement shall receive three hundred fifty dollars (\$350.00) each year of this agreement for Mt. Ephraim Municipal Court appearances.

- B. For the attendance of any court other than Mount Ephraim Municipal Court, employees shall be paid a minimum of three (3) hours of their regular salary.

- C. A Detective of Police shall be compensated for attending any court or Grand Jury in the same manner as any other employee as indicated in Paragraphs A and B above.

D. The additional pay referred to in this Article shall be distributed to those individuals entitled to said pay during the first pay period in December of each year. This shall be by separate check with the appropriate rates applied.

E. Records of such off-duty court attendance shall be maintained by the Chief of Police. It is the responsibility of each employee to verify such records monthly.

F. No employee covered under this Agreement shall suffer loss of pay when subpoenaed to perform jury duty.

ARTICLE XIX
OTHER BENEFITS

A. If an employee is charged with a violation of the law as a result of acts committed by him in the course of performing his duties, which action would entitle him to an attorney pursuant to Title 40A of the Statutes of New Jersey, then in that event, the Borough shall, with the advice of the Municipal Attorney, select an attorney to provide legal services to defend said employee, which attorney shall be reasonably satisfactory to the Borough, the Lodge and the employee. Arrangements for fees must be acceptable to the Borough and specified in a resolution adopted thereby.

B. 1. Any employee who attends school may be assigned a duty tour, which will enable him to attend classes regularly without interruption, only if it does not affect the efficient operation of the department and only with the approval of the Chief of Police. Time spent in attending said schools shall not be computed in the overtime provisions.

2. Officers who have earned academic degrees from accredited institutions shall receive the following stipends, payable each year after the passage of the municipal budget. This shall be by separate check with the appropriate rates applied.

Associates Degree \$500.00
Bachelors Degree \$1000.00
Masters Degree \$1500.00

C. With prior written approval of the Chief of Police any employee attending a Police Academy or any other Police Training Academy and which course of instruction is recognized by the New Jersey Police Training Commission shall be compensated straight time pay to complete the course. Time spent in attending said course shall not be computed in the overtime provisions.

D. With prior written approval of the Chief of Police or designee, to use a personal car, the prevailing IRS mileage rate will be paid to the employee by the Borough for personal car use concerning job related business, including schools and seminars. The authority and direction must be obtained from the Chief of Police prior to the use of a personal car.

E. If any employee is involved in a critical incident situation, he/she may be granted days off with pay at the discretion of the Commissioner of Public Safety upon the recommendation of the Chief of Police.

ARTICLE XX
BEREAVEMENT LEAVE

A. In the event of a death of an employee's spouse, domestic partner, child, step-child, parents, step-parents, brother, sister, spouse's parents, or step-parents or a relative residing with said employee, or for a member of the employee's spouse's immediate family as defined by employees family above, the employee shall be granted forty (40) hours leave with pay, which must be taken consecutively and which must commence between the day of death and the day of the funeral.

B. In the event of a death of an employee, spouse's or domestic partner's grandparents or grandchild, the employee shall be granted two (2) days leave with pay, which must be taken consecutively and which must commence between the day of death and the day of the funeral.

C. In the event of a death of an employee's, spouse's or domestic partner's uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin, or significant other, at the discretion of the Chief of Police, the employee shall be granted one (1) day leave with pay for the attendance at the funeral.

D. Additional days leave with pay may be granted pertaining to this Article upon approval of the Chief of Police or his designee.

E. Any vacation leave or any other compensatory time off falling within the time of bereavement period, shall not apply to any bereavement. Such compensatory time off shall be in addition to bereavement leave and credited to the employee.

F. The employee will notify the Chief of Police or his designee as to the date these leaves will commence.

G. The days indicated above will include any off workdays except as indicated in "E" above.

ARTICLE XXI
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

B. Nothing herein contained shall be construed as limiting the right of any employee of the Lodge having a grievance to discuss the matter informally with the Chief of the Department.

C. Definitions – The term "Grievance" as used herein means a claim by any employee or the Lodge based upon an improper interpretation, application or violation of the agreement, policies, or administrative decisions affecting them. For the purpose of this Article, the term "Business Day" shall be defined as Monday through Friday except Borough observed holidays.

D. Presentation of a Grievance – In the presentation of a grievance, the Lodge or the aggrieved shall have the right to present their own appeal or to designate a Lodge Representative or Council to appear with them.

E. Steps of the Grievance Procedure – The following constitute the sole and exclusive method for resolving grievances between the parties covered by this agreement.

F. This agreement shall supersede Borough Ordinances, Chapter 17 Personnel Benefits.

STEP 1

1. The aggrieved or the Lodge shall institute action under the provision hereof in writing, signed, and delivered to the Chief of Police within ten (10) business days of the occurrence. Failure to act within said ten (10) business days shall be deemed to constitute an abandonment of the grievance.

2. The Chief of Police shall render a decision in writing within five (5) business days after receipt of the grievance.

STEP 2

1. In the event satisfactory settlement has not been reached, the aggrieved shall in writing and signed, file a complaint with the Director of Public Safety within five (5) business days after receipt of the complaint.

2. The Director of Public Safety shall render his decision within ten (10) business days after receipt of the complaint.

STEP 3

1. If the aggrieved disagrees with the decision of the Director of Public Safety, then the aggrieved may within ten (10) business days of receipt of the Director of Public Safety's decision, request in writing the services of an Arbitrator.

2. Within ten (10) business days after such written notice of request for Arbitration, the Borough and the aggrieved person (or representative) shall attempt to agree upon a mutually acceptable Arbitrator and obtain a commitment from said Arbitrator to serve. In the event the parties are unable to agree upon an Arbitrator or to obtain such a

commitment within a specified period, a request will be made by the party or parties to the Public Employment Relations Commission to assign a person qualified to function as an Arbitrator in the dispute in question. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of the Arbitrator.

3. The Arbitrator shall render a decision in writing within thirty (30) calendar days after the completion of the Arbitration proceedings. Only the Borough and the aggrieved person (or representative) shall be given copies of the Arbitrator's decision. The decision of the Arbitrator shall be binding on both parties.

4. Each Party shall bear the total cost incurred by them. The parties will share fees and expenses of the Arbitrator equally.

G. Upon prior notice to and authorization of the Borough, the designated Union Representatives shall be permitted as members of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein, during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of off-duty employees.

H. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

ARTICLE XXII
EXCUSED FROM DUTY

Employees covered by this contract who are duly elected and authorized representatives in the F.O.P. will be excused from work to attend State or National Conventions of the aforesaid organization pursuant of N.J.S.A. 40A:14-177 upon the written application by the employee certifying his position in the organization signed by the president of the local organization.

ARTICLE XXIII
SEPARATION

A. Voluntary

1. Resignation – If an employee submits his or her resignation in writing at least two (2) weeks in advance of the last work day, that employee is entitled to be paid for any earned and unused vacation time, personal day leave bank and compensatory time at the then hourly base pay rate. If the employee separates and leaves work without the above notice, the employee shall only be entitled to be paid for any earned and unused compensatory time. The Board of Commissioners shall determine whether or not the employee is to be paid for any earned and unused vacation time and/or personal day leave bank.

2. Retirement – An employee is required to notify the Borough of any application for retirement to the NJ Pension system and at least 30 days in advance, advise of the final date of work. Upon retirement, whether normal or disability, through the NJ Pension system, an employee is entitled to be paid for any earned and unused vacation time, personal day leave bank, compensatory time and (12) hours pay for each twenty-four (24) hours of accumulated unused sick time at the then hourly base pay rate.

B. Involuntary

1. Lay off, Disbandment, Merged – In the event an employee is laid off, the police department is disbanded or merged into another department, he or she shall be paid for any earned and unused vacation time, personal time and compensatory time at the then hourly base pay rate. Such lay off shall be made in reverse order of seniority starting with officers with

the least amount of time with the department being laid off first. The Borough shall give any employee losing his/her job at least forty-five (45) days notice, or in lieu of such notice, pay the employee for the equivalent of forty-five (45) day's (one and one-half months) salary. In addition, the Borough shall pay the employee one and one-half month's salary as severance pay. For the purposes of this section, one and one-half month's pay shall consist of two hundred forty (240) hours pay at the employee's then hourly base pay rate.

2. Discharge – If an employee is discharged for cause, the employee shall only be entitled to be paid for any earned and unused compensatory time. The Board of Commissioners shall determine whether or not the employee is to be paid for any earned and unused vacation time and/or personal day leave bank.

ARTICLE XXIV
TERM AND RENEWAL

A. This contract shall retroactively cover the period of July 1st 2019, to midnight June 30, 2022.


B. Negotiations for the extension of a new agreement shall begin no later than March 1st 2022.


C. This agreement shall not be modified in any way during its term without the written consent of both parties.

D. This agreement represents the complete and final understanding on all bargain able issues between the Borough and the Employees Union, except for existing past practices, policies and procedures.

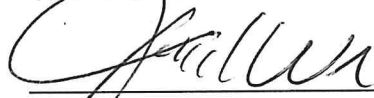
E. This agreement shall continue to bind the parties during any period beyond June 30, 2022, until such time as a successor agreement is signed between the parties as per NJSA 34:13A, et. seq.

Fraternal Order of Police
Lodge 76/New Jersey
Fraternal Order of Police





Borough of Mount Ephraim
a Municipal Corporation
of the State of New Jersey



Joseph Wolk, Mayor

Attest 

SCHEDULE A – Per Article VIII

UNIFORM LIST

SECTION A.

UNIFORM AND EQUIPMENT LIST WHICH SHALL BE ISSUED TO NEW PERSONNEL:

Class "A"

- One (1) Class A Long Sleeve Shirt
- One (1) Class A Trouser
- One (1) Pair of Chukka Shoes
- One (1) Class A Crush hat
- One (1) Silver Hat Badge
- One (1) Class A Tie
- One (1) Class A Silver Tie Bar
- Two (2) Silver Metal Badges (one pin back for Class A shirt and one of Officer's Choosing)
- One (1) pair of Class A, Silver Collar Devices
- One (1) Silver Name Plate with "Serving Since" attachment
- One (1) Class A Duty Belt
- Four (4) Class A Duty Belt Keepers
- One (1) Sam Brown shoulder strap with silver buckle
- One (1) Class A pistol holster
- One (1) Class A Single Handcuff Case
- One (1) Class A Double Pistol Magazine Pouch

Class "B"

- Three (3) Class B Long Sleeve Shirts with stitched insignias
- Three (3) Class B Short Sleeve Shirts with stitched insignias
- Three (3) Class B Pants with stripe
- One (1) pair of duty boots (Officer choice)
- One (1) Winter Coat
- One (1) Body Armor
- One (1) Rain Coat with Crush Hat cover
- One (1) Class B Duty Belt
- Four (4) Class B Keepers
- One (1) Class B Duty Holster with Pistol Mounted Light
- One (1) Class B Double Pistol Magazine Pouch
- One (1) Class B Double Handcuff Case
- One (1) O.C. Spray canister case

SECTION B.

“UPON PROMOTION” UNIFORM SUPPLY LIST APPENDIX

Class “A”

- One (1) set of Class A collar insignias for proper rank
- One (1) Gold Class A Name plate with “Serving Since” attachment
- One (1) Gold Class A Tie Bar
- One (1) Class A Gold Buckle Sam Brown Strap
- Two (2) Gold Badges of proper rank (one pin back for Class A and one of officer’s choice)
- One (1) Gold belt buckle

SECTION C.

ADDITIONAL ITEMS PERMITTED TO PURCHASE WITH U/A VOUCHERS:

- Department Approved Outer Ballistic Vest Carrier
- Duty / Tactical search gloves
- Department Approved winter hat
- Approved “TDU” style pants for non-uniformed assignments (example: 5.11 Stryke pant)
- Approved Polo Shirts for non-uniformed assignments
- Base Layer clothing (example: UnderArmor shirts, pants and undergarments)
- Range required equipment:
 - hearing protection
 - eye protection
 - spare magazines for duty and approved off duty firearms
- Fit and Function accessories for Department issued Patrol Rifle (must be approved by Firearms Instructor / Department Armorer)
- One holster for each approved off-duty pistol may be purchased each year
- One pair of sun-glasses may be purchased each year
- Duty related accessories:
 - Handcuffs
 - Flashlights
 - Traffic vest / shirt
 - Tourniquets

Schedule B. – Per Article XII

Salary Guide	0% July 2019	2% January 2020	2% July 2020	3% July 2021
Top Sergeant	\$95,853.75	\$97,770.82	\$99,726.24	\$102,718.02
First Year Sergeant	\$91,729.25	\$93,563.84	\$95,435.12	\$98,298.17
Top Patrolman (Step 10)	\$87,604.75	\$89,356.84	\$91,143.97	\$93,878.30
Seventh Grade Ptl (Step 9)	\$82,481.80	\$84,131.44	\$85,814.07	\$88,388.49
Sixth Grade Ptl (Step 8)	\$78,195.36	\$79,759.27	\$81,354.45	\$83,795.09
Fifth Grade Ptl (Step 7)	\$72,235.91	\$73,680.63	\$75,154.24	\$77,408.87
Fourth Grade Ptl (Step 6)	\$67,112.96	\$68,455.22	\$69,824.32	\$71,919.05
Third Grade Ptl (Step 5)	\$61,990.01	\$63,229.81	\$64,494.41	\$66,429.24
Second Grade Ptl (Step 4)	\$56,867.06	\$58,004.40	\$59,164.49	\$60,939.42
First Grade Ptl (Step 3)	\$51,744.11	\$52,779.00	\$53,834.58	\$55,449.62
Probationary Ptl (Step 2)	\$46,621.17	\$47,553.59	\$48,504.66	\$49,959.80
Academy Recruit (Step 1)	\$36,639.74	\$37,372.53	\$38,120.00	\$39,263.58

New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: Mt. Ephraim Borough County: Camden
2 Employee Organization: FOP Lodge 76 Number of Employees in Unit: 11
3 Base Year Contract Term: 1/1/16-6/30/19
4 New Contract Term: 7/1/19-6/30/22

SECTION II: Type of Contract Settlement (please check only one)

5 Contract settled without neutral assistance
6 Contract settled with assistance of mediator
7 Contract settled with assistance of fact-finder
8 Contract settled in Interest Arbitration
9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes No

SECTION III: Base Salary Calculation

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10 Salary Costs in base year \$ 896,954
11 Longevity Costs in base year \$ 0
12 Other base year salary costs

<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>

Sum of "Other" Costs Listed in Line 12. \$ 0

13 Total Base Salary Cost: (sum of lines 10, 11, 12): \$ 896,954

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)14 Total Base Salary Cost from Line 13: \$ 896,954

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>			
16 Cost of Salary Increments (\$)	<u>20,902</u>	<u>15,991</u>	<u>27,448</u>			
17 Salary Increase Above Increments (\$)	<u>(19,641)</u>	<u>976</u>	<u>25,953</u>			
18 Longevity Increase (\$)	<u>0</u>	<u>0</u>	<u>0</u>			
19 Total Increased Cost for "Other" Items (\$)	<u>0</u>	<u>0</u>	<u>0</u>			
20 Total Increase (\$) (sum of lines 16-19)	<u>1,261</u>	<u>16,967</u>	<u>53,401</u>			

SECTION V: Average Increase Over Term of New CNA

21 Dollar Increase Over Life of Contract \$ 71,629 [Take sum of all amounts listed on Line 20 above]

22 Percentage Increase Over Life of Contract 8.46 % [Divide amount on Line 21 by amount on Line 14]

23 Average Percentage Increase Per Year 2.82 % [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

←Increases→

24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	Shift Differential	18,000	0	0	0			
	Overtime	15,000	3,000	0	0			
	Holiday pay	4,975	0	3,000	0			
	On-call pay	2,600	650	650	0			
	Sick leave sell back	17,440	0	0	0			
	Court pay	3,850	0	0	0			
	Uniform Allowance	15,400	0	1,100	0			
	Detective stipend	0	750	750	0			
	OIC pay	0	0	2,200	0			
25	Totals (\$):	61,193	4,400	7,700	0			

SECTION VII: Medical Costs

	Insurance Costs	Base Year	Year 1
26	Health Plan Cost	\$ 208,368	\$ 195,228
27	Prescription Plan Cost	\$ 123,852	\$ 117,576
28	Dental Plan Cost	\$ 11,868	\$ 10,476
29	Vision Plan Cost	\$ 2,695	\$ 2,695
30	Total Cost of Insurance	\$ 346,783	\$ 325,975

SECTION VII: Medical Costs (continued)

31	Employee Insurance Contributions	\$ <u>83,384</u>	\$ <u>78,325</u>
32	Contributions as % of Total Insurance Cost	<u>24.0</u> %	<u>24.0</u> %

33 Identify any insurance changes that were included in this CNA.

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: Richard B. Schwab

Position/Title: Financial Consultant

Signature: 

Date: 10/29/2020

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016