

AGREEMENT

BETWEEN

THE BOROUGH OF MOUNT EPHRAIM  
CAMDEN COUNTY, NEW JERSEY

AND

FRATERNAL ORDER OF POLICE  
LODGE 76/NJFOP LABOR COUNCIL

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JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

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## AGREEMENT

This agreement is entered into this 23<sup>rd</sup> day of September, 2005 by and between The Borough of Mount Ephraim, in the county of Camden, a Municipal Corporation in the State of New Jersey (hereinafter referred to as the Borough) and Fraternal Order of Police Lodge 76/New Jersey Fraternal Order of Police Labor Council ( hereinafter referred to as the Lodge), represents the complete and final understanding of all bargainable issues between the Borough and the Lodge, except for existing past practices, policies and procedures.

## 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.

## ARTICLE I RECOGNITION

The Borough recognizes the Lodge for the purpose of collective negotiations for Captains employed by the Borough and excluding all other employees employed by the Borough.

## ARTICLE II NON-DISCRIMINATION

There shall be no discrimination by the Borough or the Lodge against any employee because of race, color, creed, age, sex, national origin, marital status, membership or non-membership in the Lodge, and participation or the lack thereof in legal Lodge activities as permitted herein. The Borough shall not discriminate against any employee because of political affiliation or activity, except as is consistent with State and Federal Laws regulating such activity by municipal police officers.

## ARTICLE III MANAGEMENT RIGHTS

All the powers, rights, prerogatives, duties, responsibilities, and authority that the Borough had prior to the signing of this agreement are retained by the Borough except those and only to the extent that they are specifically modified by the agreement, and are not contrary to public policy nor any law of the State of New Jersey.

## 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 such permission.

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

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

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 may replace the second officer, if necessary.

C. 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.

D. The work schedule shall be eight (8) contiguous hours of work between 6 A. M. and 6 P. M., from Monday to Friday.

## ARTICLE VI VACATIONS

Permanent employees shall be granted vacation leave as follows:

A. An employee with six (6) months of service and up through one (1) year of service shall receive forty (40) hours vacation with pay.

B. An employee with one (1) full year of service and up through four (4) years of service shall receive eighty (80) hours vacation with pay.

C. An employee with five (5) full years of service shall receive one hundred twenty (120) hours vacation with pay and eight (8) additional hours vacation with pay for each additional year of service thereafter up to a maximum of two hundred forty hours (240) vacation with pay.

D. Employees with the highest rank, then the greater length of service, 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 before use must approve all vacation dates. With the approval of the Chief of Police, an employee may be allowed to carry not more than one (1) week vacation into the following year. If an employee does not schedule his or her vacation time by September 1<sup>st</sup> of the calendar year, the Borough shall have the option to schedule the remaining vacation time, except for the permissible one (1) week permissible carry-over. Any vacation time not scheduled by the employee or the Borough other than the one (1) week permissible carry over, shall be paid by the Borough at the end of the calendar year.

F. An employee who terminates his or her employment with the Borough or whose employment is terminated by the Borough, shall be entitled to vacation time and/or vacation pay on a pro-rated basis. If an employee dies while still in the employ of the Borough, this provision shall apply to his or her estate. If an employee is terminated for cause, he or she shall not be entitled to any prorated vacation time.

## ARTICLE VII PERSONAL DAYS

A. Recognizing that policemen will not necessarily be absent from work on holidays granted Borough employees, it is agreed that those personnel covered by this contract shall receive, one hundred forty-four (144) paid personal hours. The employee may request from the Chief of Police permission to use personal time throughout the year as the work schedule permits. The salary for all unused personal hours shall be paid in a separate check at the issuance of the last paycheck in November.

B. The employee shall be entitled to 144 hours of personal time.  
*This article shall be deleted as of 1-1-06.*

## ARTICLE VIII CLOTHING AND UNIFORM

A. Those employees who are required to be uniformed in the performance of their duties shall be provided with an amount of \$1,300.00; \$525.00 in cash and \$775.00 voucher payable January 1<sup>st</sup> of each contract year. The Borough shall have the right to select the vendor.

B. 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 apply to all non-uniformed personnel.

C. The Borough shall provide new body armor for each employee every four (4) years if said employee so requests the same. A rotation plan shall commence in 1994.

ARTICLE IX  
MEDICAL BENEFITS

A. 1. The Borough shall provide for the employees and employees' dependents medical insurance plan with coverage equivalent to the Blue Cross/Blue Shield Medigroup-Medallion Plan in effect during 1995. Such coverage shall continue in the event that an employee retires from the Police Department for length of service, disability or upon any State approved pension. Furthermore, in the event that an employee or retired employee dies, all benefits provided herein shall continue to be provided by the Borough at no cost 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.

2. As soon as possible after the signing of this Agreement, all bargaining unit members will be enrolled in the Patriot V in-network and Liberty Custom out-of-network health insurance coverage through Aetna U. S. Healthcare. Such coverage shall continue in the event that an employee retires from the Police Department for length of service, disability or upon any State approved pension. Furthermore, in the event that an employee or retired employee dies, all benefits provided herein shall continue to be provided by the Borough at no cost to the employee's or retired employee's dependents for as long as they would remain the employee's or retired employees dependents had the employee or retired employee not died.

B. 1. The Borough shall provide the employees and employees' dependents with a prescription, optical and dental plan with coverage equivalent to that in effect in 1995. Any amounts not payable by the prescription plan chosen by the Borough will be payable by the individual employee.

2. Effective upon the signing of this Agreement, the "\$5.00 - \$15.00" prescription plan shall be implemented without reimbursement. The Borough shall have the ability to change prescription plans and increase co-pays so long as the Borough reimbursed bargaining unit members for the difference between the new plan and the present plan.

C. This prescription, optical and dental plan coverage will continue in effect for the employee and/or the employee's dependents after retirement or death of the employee as provided in Section A of this Article.

ARTICLE X  
SICKTIME

A. 1 Those employees covered by this agreement are entitled to receive one hundred eight (108) hours paid sick leave for each contract year to be credited on January 1<sup>st</sup> 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 can not 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



eight (8) hours pay for each twenty-four (24) hours of accumulated unused sick time, at the salary rate in effect for that employee.

D. Every employee who has accumulated six hundred twenty-four (624) or more sick hours shall have the option to sell back a maximum of one hundred four (104) 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 31<sup>st</sup> 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.

## 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 employ 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. Then 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. The following salaries shall be effective retroactive to January 1, 2005. The salaries listed below include base salary plus all contractually agreed upon "roll-ins" (i.e. personal time, additional pay for court). 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.

	2005	2006	2007
Captain	\$64,849.55	\$70,227.39	\$72,685.35

B. All changes in salaries shall be governed by the anniversary date of the employee.

C. The Chief of Police or Highest Ranking Officer within the Police Department will designate an officer to be on call. Said officer will be paid sixty dollars (\$60.00) per weekend for each weekend of on call duty.

## ARTICLE XIII OVERTIME

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

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

C. The Captain of Police shall not be entitled to overtime unless funded by state, federal, county or other grants or private vendors, only with the approval of the Chief of Police, or as mandated by the Chief of Police.

#### ARTICLE XIV 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 XV ADDITIONAL PAY FOR COURT AND GRAND JURY

A. 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, if attended during off time

B. An employee shall be compensated for attending any Court or Grand Jury in the same manner as any other employee as indicated in Article XV, Paragraph A.

C. 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.

D. 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.

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

## ARTICLE XVI 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. Any employee who attends school for the purpose of obtaining police education or any degree in the police science or police administration, and maintains a "C" average or better shall be reimbursed by the Borough the cost of books required and tuition upon the completion of each semester. Any employee who attends school may be assigned a duty tour, which will enable him to attend classed 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. Prior approval must be obtained from the Director of Public Safety to attend school.

C. With prior 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 approval of the Chief of Police, 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.

## ARTICLE XVII BEREAVEMENT LEAVE

A. In the event of a death of an employee's spouse, 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 or spouse'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 or employee's spouse'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 XVIII  
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 or the Lodge having a grievance to discuss the matter informally with the Chief of the Department.

C. Definition – 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.

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) calendar days of the occurrence. Failure to act within said ten (10) calendar 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) calendar 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) calendar days after receipt of the complaint.

2. The Director of Public Safety shall render his decision within ten (10) calendar 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) working days of receipt of the Director of Public Safety's decision, request in writing the services of an Arbitrator.

2. Within ten (10) working 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 American Arbitration Association 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 American Arbitration Association in the selection of the Arbitrator.

3. The Arbitrator shall render a decision in writing within thirty (30) 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 XIX SHIFT DIFFERENTIAL

A. An employee covered by this agreement shall be entitled to the following shift differential per hour in addition to his base salary. When assigned to work during the hours of 3:00 p.m. to 7:00 a.m. – eight and one-half (8.5%) percent.

B. Work shifts shall be scheduled to permit at least sixteen (16) hours between shifts worked when working an eight hour schedule, and twelve (12) hours when working a twelve hour schedule. Employees shall be compensated at the rate of time and one-half for hours worked between scheduled shifts, which fall within the sixteen (16) or twelve (12) hour period.

C. Shift differential shall be paid on the regular payday for the period in which such shift was worked.

ARTICLE XX  
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 XXI  
PAY DAY

The Borough agrees to establish regular paydays on alternating Thursdays.

ARTICLE XXII  
CRITICAL INCIDENT

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

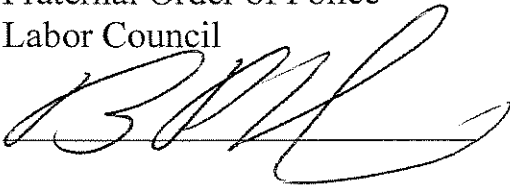
ARTICLE XXIII  
TERM AND RENEWAL

This Agreement is executed in triplicate and each shall be deemed an original thereof. This Agreement shall be in full force and effect as of January 1, 2005, unless otherwise provided, and shall be in effect to and including December 31, 2007. The parties shall commence negotiations for a renewal agreement one hundred twenty (120) days prior to the expiration date of this agreement.

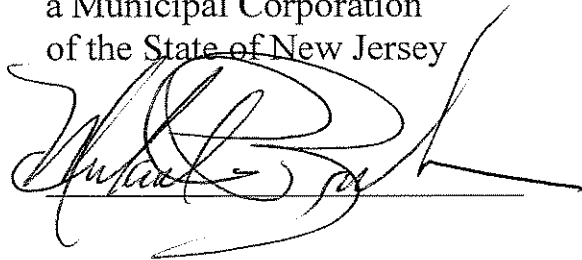
Should an Agreement not be reached during negotiations of a successor agreement, the parties shall submit the issues to arbitration. The decision of the arbitrator shall be binding on both parties. The rules of selection of an arbitrator shall be governed by the same rules as the American Arbitration Association selection process.

IN WITNESS THEREOF, the parties hereunto have set their hands and seals at Mount Ephraim, New Jersey on this 23<sup>rd</sup> day of September, 2005.

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



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



Attest *Mildred Selman*  
BOROUGH CLERK

## SCHEDULE A UNIFORM LIST

This is the uniform and equipment list which shall be issued to personnel upon promotion:

- One (1) Hat Badge (upon return of old hat badge)
- One (1) Breast Badge (upon return of old breast badge)
- Three (3) shirts of employee's choosing