

AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT HOLLY &  
THE ASSOCIATION OF MOUNT HOLLY POLICE DEPARTMENT  
EMPLOYEES, BURLINGTON COUNTY, NEW JERSEY.

I. Recognition.

The Township hereby recognizes Association of Mount Holly Township Police Department Employees as the exclusive collective negotiations agent for all police officers, police sergeants and (Excluding Lieutenants, Captain and Chief) police dispatchers. / A statement of the officers of the Association shall be filed with the Township and shall be maintained in an accurate condition.

II. 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 Government and its properties and facilities and the activities of its employees;

(2) To hire all employees and subject to the provisions of Civil Service Law, to determine their qualifications and conditions for continued employment or 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.

B. 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 ex-

press terms of this Agreement and then only to the extent such

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Jan. 11, 1974 - Dec. 31, 1976

Burlington County

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specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

### III. Association Rights.

Pursuant to Chapter 303, Public Laws 1968, 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 and

other concerted activities for mutual aide and protection. 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 303, Public Laws 1968, 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 of the Association,

collective negotiations, or his or her institution of any

grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

### IV. Fully Bargained Provisions.

This Agreement represents and incorporates the complete and

final understanding and settlement by the parties on all bargainable issues which were the subject of negotiations. During the

term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by

this Agreement.

### V. Employment Responsibilities.

A. Members of the negotiating unit agree that employment

with the Mount Holly Township 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.

employees in accordance with the procedures established by law. deemed grounds for disciplinary action against such employee or employee covered under the terms of this Agreement shall be

B. Participation in a strike, slowdown or walkout by any to authorize any unlawful strike or action for any other cause. subject to binding arbitration; but nothing herein shall be deemed Township which arises from disputes over any items which are sub- stoppage, slowdown, walkout or other similar action against the performance of the employee's duties of employment), work nence in whole or in part, from the full, faithful and proper of any employee from his position, or stoppage of work or absti- (i.e. the concerted failure to report for duty, or willful absence acting in its behalf will cause, authorize, or support any strike term of this Agreement neither the Association nor any person A. The Association covenants and agrees that during the VI. No Strike Pledge.

placed in that individual's personnel folder. mental statements with regard to outside employment will be statements. One copy of each unit member's annual and supple- Chief is authorized by the Township to review and approve said secondary employment not included in the annual statement. The statement shall be submitted prior to the commencement of any per week therein. In addition thereto, a supplemental updated bilities of said employment and the average number of hours worked employment providing information as to the duties and responsi- unit will file annually with the chief a statement of all secondary in subparagraph (a) is adhered to, each member of the negotiating C. In order to insure that the standard as expressed above forming those duties.

ties or which impairs their efficiency or effectiveness in per- employment which impairs their official duties and responsibili- B. No member of the negotiating unit will accept secondary

of command, said chain to end with the chief. Each level of the decision by discussing said grievance at each level of the chain receipt of the decision of the immediate superior may appeal that (2) The grievant, within five (5) working days after

of the filing of the grievance. communicate his decision to the grievant within ten (10) working days for and the Chief of Police. The immediate superior must communicate the remedy desired which shall be filed with the immediate superior grievance in writing specifying the nature of the complaint and grievance shall take place by the grievant setting forth his ten (10)/days of the filing of the grievance. The filing of a his immediate superior. Said discussion must take place within

(1) The grievant must first discuss the grievance with complained of.

cedure within thirty (30) days after the occurrence of the event C. Procedure: The grievant shall invoke the grievance procedure members of the negotiating unit, or by the Association itself.

B. Grievants: Grievances may be filed by an individual unit as defined in Article I.

administrative decisions applicable to members of the negotiating this Agreement or of any rules, regulations, codes, policies or been an improper application, interpretation, or violation of A. Definition: A grievance is a complaint that there has

VII. Grievance Procedure.

breach. equity for injunction or damages or both in the event of such such judicial relief as it may be entitled to have in law or in to limit or restrict the Township in its right to seek and obtain D. Nothing contained in this Agreement shall be construed

Paragraph A.

against the Township arising out of disputes referred to in page, slowdown, walkout or other similar action by its members affirmative steps to prevent or terminate any strike, work stop- C. The Association will actively discourage and will take

*Handwritten signature*

procedure must be invoked within five (5) working days after receipt of the decision at the preceding level. Decisions at each level must be made within five (5) working days after the discussion at said level.

(3) If the grievant is not satisfied with the results of the meetings at the various levels of the chain of command below that of the chief, the grievant may request a meeting with the chief, or in his absence, a meeting with the individual responsible for the management of the department. Said meeting must be held within ten (10) working days of the request. The request must be made in writing setting forth the nature of the grievance. The chief or his designee must, within ten (10) working days of the meeting with the grievant, issue a written decision to the grievant stating his findings and recommendations.

(4) If the grievant is not satisfied with the results of the meeting with the chief, the grievant may then request a meeting with the Township Manager or in his absence, that individual responsible for the management of the township with the exception of the procedure of paragraph 5 below. Said meeting must be held within ten (10) working days of the request. The request must be made in writing and must provide information with regard to the nature of the grievance. The Township Manager, or his designee, must issue a written decision within ten (10) working days of the meeting stating findings and a decision.

The appeal to the Township Manager shall be the final step in the grievance procedure with regard to all grievances except those which allege an improper application, interpretation or violation of the specific terms of this Agreement, a grievant who is dissatisfied with the results of the decision of the chief may appeal that decision to a joint association-township committee. Said committee will be composed of one representative chosen by the Township and one chosen by the Association. The committee will attempt to resolve the

Service Procedures or NJSA 40A:14-147 through 151 are invoked. shall not be used for any disciplinary hearings wherein the Civil F. Disciplinary Matters - The negotiated grievance procedure

with his or her immediate superior. that level at which the grievant discussed his or her grievance of the Association at all levels of the grievance procedure after right to be accompanied by a representative or representatives E. Right of Representation - All grievants shall have the

personnel folders at any time during office working hours. the negotiating unit has the right to review the contents of his written disposition of the grievance. Each individual member of grievance procedure will be removed therefrom except for the final folder of a grievant during that grievant's utilization of the D. Personnel Folders - All material placed in the personnel

binding on all parties. equal basis. The decision of the arbitrator shall be final and is to be borne by both sides (Association and Township) on an method of choosing an arbitrator. The cost of binding arbitration

State Public Employment Relations Commission concerning the bound by the rules, regulations and procedures of the New Jersey joint Association-Township Committee. The parties agree to be within ten (10) working days of receipt of the decision of the binding arbitration must be given to the chief by the grievant (6) Binding Arbitration - Notice of intent to proceed to

grievant shall have the right to proceed to binding arbitration. the decision of the joint Association-Township Committee, the If the grievant is dissatisfied with the results of

the meeting between it and the grievant. decision in writing within ten (10) working days from the time of The Association-Township Committee must issue its of decision of the chief.

be made by the grievant within ten (10) working days of receipt grievance. A request for the convening of this committee must

ship due to the damage or loss of personal articles, the Township  
E. In order to protect police personnel from financial hard-  
cally approved by the Chief of Police or his authorized designee.  
not be worn on secondary employment positions except when specific-  
public that they cannot fulfill, Township supplied uniforms will  
officers from receiving requests for assistance from the general  
official uniforms, and in order to prevent uniformed off duty

D. In recognition of the investment that the Township has in  
in one sum in December of each calendar year.

for the cost of repairing the uniforms. This money will be paid  
C. The Township will provide each member with \$1 per week

\$3.30 per week for each week of employment during the year.  
in lieu of this cleaning program, the Township will pay each member

will propose the names of three other establishments. For 1974,  
secure said agreements, it will so advise the Association which  
subject to N.J.S.A. 40A:11-1 et. seq. If the Township is unable to  
to obtain favorable contracts at two of these establishments,

to the Township for consideration and the Township will attempt  
January 1, 1975. The Association will suggest 3 establishments

up to 156 cleanings per year at local establishments starting  
uniforms, the Township shall provide that each member may receive

B. To provide for the proper cleaning of Township issued  
required equipment.

vide the first issuance and replacement issuance of uniforms and  
are issued in a timely manner, the Township will continue to pro-

insure that all uniforms are identical and replacement uniforms  
public is of prime importance to police operations. In order to

A. The presentation of the proper image to the general  
IX. Uniforms, Equipment and Personal Articles.

through December 31, 1976.  
B. The Agreement shall be in effect from January 1, 1974

cution of this Agreement and thereafter.  
captains and (Chief) employed by the Township on the date of exe-

police sergeants and police dispatchers, (excluding lieutenants,  
A. The terms of this Agreement will govern all patrolmen,

VIII. Term of the Agreement.

will pay for such damaged or lost personal articles up to \$50 per article, provided that the damage or loss occurred while the member was engaged in the active pursuit of police duties during an on duty work assignment. Excluded from reimbursement would be loss of cash and credit cards. All claims for repayment must be made in writing with adequate explanatory information on the cause of the damage or loss within 5 working days of the incident.

X. Leave Provisions.

A. The Township will provide each man with annual leave

according to the following schedule:

<u>Years of Employment</u>	<u>Leave</u>
0 to 1	1 day per month
1 thru 5	12 days per year
6 thru 10	15 days per year
11 thru 20	20 days per year
21 and over	25 days per year

In addition, two years' leave may be carried over into the

third year. Other leave provisions will be in accordance with

Ordinance 1973-17 with the exception that 3 days of bereavement

leave will be allowed for deaths in the immediate family.

B. Each member will receive full leave credit at the commence-

ment of the calendar year in which the members employment anniversary occurs.

XI. Holidays.

A. The Township will recognize the following holidays for

police personnel. In 1974: January 1, Washington's Birthday,

Good Friday, Memorial Day, July 4, Labor Day, Veteran's Day,

Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve,

and Christmas (Total 11).

B. In 1975 one additional mutually agreed upon holiday will

be provided (Total 12).

C. In 1976 the same holidays as in 1975 will be observed

(Total 12).



taken and credits earned.

payment, a transcript must be submitted documenting the courses as of June 1974 will be made in December of 1974. To receive this through June of that year, except that payment for credits earned

per month. This bonus will be paid in July for those credits degree in Police Administration or Science, to a maximum of \$36 in police related courses and/or courses required in obtaining a \$1 per credit hour per month for each college credit hour obtained education, the Township will provide as an incentive a bonus of A. In order to encourage police officers to further their

### XIII. College Credit Incentive Plan.

glasses are requested by individual members. glasses for those men who do not wear prescription lenses, if the must wear prescription lenses and will pay for one pair of safety between regular and safety glasses for all police officers who D. Safety Glasses - The Township will pay for the difference

effect in 1974.

C. The Township will maintain the longevity pay program in

and Workmen's Compensation.

B. The Township will provide for state mandated retirement ance policies in accordance with 1974 benefit and coverage levels. Blue Cross, Blue Shield, Major Medical and Rider "J" health insur- A. The Township will provide on a non-contributory basis,

### XII. Other Items.

holidays.

in excess of those noted above, the members will receive/additional F. If other Township employees should be granted holidays such status, he will receive double compensation for this overtime work.

E. If on the day of a holiday a member works on an overtime

time and one half rate.

then the member may be reimbursed for the unused holiday at a cannot be taken without hindering the department's operations, occur. However, if in the opinion of the Chief of Police they D. Holidays must be taken within 12 months of the date they

XIV. Wages.

A. For 1974 the Township will pay members in accordance

with the attached pay plan.

B. For 1975 the Township will provide a cost of living in-

crease ~~according~~ to the percentage increase in the Consumer Price

Index for all items for the Philadelphia area from December 1, 1973

through November 30, 1974, a 12 month period, as determined by the

Bureau of Labor Statistics.

C. For 1976 the Township will provide a cost of living in-

crease equal to the percentage increase in the Consumer Price

Index for all items for the Philadelphia area from December 1,

1974, through November 30, 1975, a 12 month period.

D. Movement within each step will be in accordance with

the merit review system established in Section 3.3.b of the Town-

ship Code of Ordinances subject to budgetary constraints imposed

by the Township Council.

XVI. Overtime.

A. Except as otherwise provided for holidays, the Township

will pay time and one half for the following work assignments:

(1) Employment in excess of 8 1/2 hours for one con-

tinuous tour of duty in the following manner:

8 to 8 1/2 hours - 0 overtime

8 1/2 to 9 hours - 1/2 hour overtime

9 to 9 1/2 hours - 1 hour overtime, etc.

(2) For a second tour of duty in a 24 hour period ex-

cept on those days when the shift assignments rotate.

(3) For court appearances during off duty hours for

other than Municipal Court.

(4) For one municipal court appearance per month for

those officers assigned to the 12 AM - 8 AM shift.

(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.

Signed on November 19, 1974

Witness

Allyn J. Clark

President, Association of Mount  
Holly Police Department Employees

Don. A. DiStasio

Township Clerk

Marion H. Baratta

Marion H. Baratta

Township of Mount Holly

Joseph D. Weber, Jr., Mayor

in full force and effect.

such other provisions shall not be affected thereby and shall con-

stitute jurisdiction, such provision shall be inoperative but all

held to be invalid by legislative changes or by a court of compe-

B. If any provision of this Agreement or any application is

hibited by law.

be implemented to the extent that such implementation is not pro-

Therefore, salary or wage increases or other economic changes will

the Federal and State Governments dealing with economic controls.

A. The Township and Association recognize the authority of

XVI. Separability and Savings Clause.

leave is to be taken at the convenience of the department.

puted at one and one half times the hours earned; however, this

(8) Compensatory time in lieu of overtime will be com-

(7) Overtime is to be computed to the nearest 1/2 hour.

*Handwritten initials*

WAGE PLAN

Year	Police Sergeant	Police Officer	Police Dispatcher
1973	8,695	8,183	5,612
	9,101	8,565	5,880
B	9,527	8,966	6,160
C	9,976	9,387	6,457
D	10,446	9,830	6,764
I	10,940	10,294	7,090
	11,490	10,813	7,440
	12,034	11,323	7,797

-1974-

Police Sergeant	9,565	9,001	6,173
Police Officer	10,011	9,432	6,468
Police Dispatcher	10,480	9,863	6,776
	10,974	10,326	7,099
	11,490	10,813	7,440
	12,034	11,323	7,797