

Rec'd by file
12/2/83

MORRIS

481
1985
(4-9)

3-0492

STORAGE

AGREEMENT OF CONTRACT
WEST MORRIS P.B.A. LOCAL #279

AND

TOWNSHIP OF MINE HILL (Employer)
12-15-83

X 11/1/84 - 12/31/85

ARTICLE I

PREAMBLE

This agreement entered into this 15th day of December, 1983 by and between the Township of Mine Hill, hereinafter referred to as the Township and the Policemans Benevolent Association Local #279, Mine Hill Branch, hereinafter referred to as the P.B.A. represents the complete and final understanding on all bargainable issues between the Township and P.B.A.

ARTICLE II

RECOGNITION

The Township of Mine Hill, a municipal corporation of the State of New Jersey with offices at the Municipal Building, Baker Street, Mine Hill, New Jersey hereby recognizes the West Morris P.B.A. Local #279, C/O DSG Charles F. Canfield, Chief Negotiator, Baker Street, Mine Hill, New Jersey as the exclusive bargaining unit for all members of the Mine Hill Police Department excepting the chief of police, police secretary and special police officers and school crossing guards.

ARTICLE III
MANAGEMENT RIGHTS

It is intended that this agreement shall cover all matters pertaining to employment, wages, hours and working conditions concerning all members of the Mine Hill Police Department, excepting those previously excluded.

All coverage will be retroactive to January 1, of each year and January 1, of each year shall be designated as the anniversary date of all officers of the Mine Hill Police Department except in Article #IV, where any officer who has an anniversary date that falls after June 30th of that year will use the following year, January 1, as the anniversary date for the purpose of longevity only.

ARTICLE IV

WORK WEEK

The work week shall consist of eight (8) hours a day for a total of forty (40) hours per week per officer with required overtime which will be compensated as stipulated in Article XVII of this contract. The officer may opt to receive his overtime in the form of compensatory time on a hour for hour basis. Such compensatory time will be taken by each officer when authorized by the chief of police, and will not interfere with the departmental operations.

It is understood by both parties hereto that the job of detective necessarily involves variance from the uniformed highly structured work week and the township has recognized this distinction by awarding of an additional stipend to officers assigned permanently to the detective bureau, as found in "salary and wages"

ARTICLE V

SALARIES AND WAGES

The salaries for all members of the Mine Hill Police Department covered by this agreement for the years 1984 and 1985 shall be listed on schedules hereto as appendixes.

All members of the Mine Hill Police Department covered by this agreement with the exception of any probationary patrolman will receive the increments as of January 1, of each year and pay and benefits shall be retroactive to January 1, of each year.

Probationary patrolman will advance to the next step of their pay scale when their probationary period is over and they are appointed a patrolman.

Detective personnel assigned permanently to the rank of detective in the detective bureau are to receive a stipend in addition to their base rate of pay, in the amount of \$750.00. This stipend is conditional upon continued service and assignment to detective work and shall be part of the officers base rate of pay for the purposes of longevity, pension and disability contributions.

ARTICLE VI

LONGEVITY

In addition to base salary, all officers of the Mine Hill Police Department shall be entitled to compensation as a reward for long term service to the township.

Longevity increments shall be computed annually as of January 1, of each year, based upon the completion of service anniversaries. In the event that the service anniversary is before June 30, of that year. In the event that the service anniversary falls after June 30, of that year, the increment shall be computed as of January 1, of the following year.

One (1) year to three (3) years	No additional compensation
After Three (3) years of service	3% of base salary
After Five (5) years of service	4% of base salary
After Nine (9) years of service	6% of base salary
After Twelve (12) years of service	7% of base salary
After Fifteen (15) years of service	8% of base salary

For the purpose of payment only, longevity shall be added to the base rate of pay, and paid by-weekly together with the officers regular salary.

APPENDIX A
SALARIES AND WAGES

<u>OFFICER</u>	<u>1984</u>	<u>1985</u>
Sgt. Richard Lansing	\$24,800.00	\$26,400.00
D/Sgt. Charles Canfield	\$24,800.00	\$26,400.00
Sgt. Jeffrey Oster	\$22,100.00	\$24,350.00
Ptl. James Bourdette	\$19,600.00	\$21,850.00
Ptl. Anthony Bruno	\$19,600.00	\$21,850.00
Ptl. Charles Spetz	\$17,200.00	\$19,350.00
Ptl. Jeff Tyson	* \$16,500.00	\$18,850.00
Probationary Patrolman	\$15,000.00	\$16,000.00
Detective Bureau Assignment	\$750.00	\$750.00

* Ptl. Tyson after the completion of his probationary period will move into the \$16,500.00 salary range until the end of 1984.

ARTICLE VII

HOLIDAYS

The township agrees to provide twelve (12) paid holidays to all officers of the Mine Hill Police Department.

These twelve (12) holidays shall be compensated for in one (1) payment at the officers base rate of pay on December 1, of each year. All officers must have been employed and a member of the Mine Hill Police Department during that holiday to receive compensation therefor.

The designated holidays are as follows:

New Years Day	Fourth of July
Washingtons Birthday	Labor Day
Good Friday	General Election Day
Veterans Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Day

ARTICLE VIII

VACATIONS

Vacations for the years of this contract shall be available from January 1, of each such year and may be taken anytime between January 1, and December 31, subject to the approval of the Chief of Police as provided below.

All vacations shall be scheduled on the basis of seniority and with the approval of the Chief of Police, unless the Chief of Police determines it may not be taken due to pressures of work. In case of the latter, unused vacation shall be carried forward into the next following year, in which the vacation must be granted and taken.

All vacations are at the officers base rate of pay, and shall be designated as follows:

One (1) year to five (5) years	Two (2) weeks vacation
After five years of service	Three (3) weeks vacation
After ten years of service	Four (4) weeks vacation

ARTICLE IX

SICK AND EMERGENCY LEAVE

Sick and emergency leave shall remain the same as noted in the rules and regulations of the Mine Hill Police Department.

Emergency leave shall consist of four (4) days off for the death of any member of the immediate family of the officer. The leave is to be granted with the approval of the Chief of Police.

ARTICLE X

POLICE SCHOOLS AND SEMINARS

Police officers may be required to attend police schools or police orientated seminars as part of their continuing education.

Any police officer required to attend training schools beyond his regular tour of duty, or attend police related schools shall be compensated with compensatory time on a hour for hour basis with the approval of the Chief of Police.

ARTICLE XI
CLOTHING ALLOWANCE

The township will supply uniforms and shoes to all members of the uniformed division. The issue of various items will be on an as needed basis, with the ultimate responsibility for determination as to need resting with the Chief of Police.

The township shall provide in 1984, the sum of \$250.00 and in 1985 the sum of \$275.00 for the maintenance and cleaning of all uniforms and clothes for all uniformed and detective personnel of the Mine Hill Police Department.

The township shall provide to the detective officers assigned to the detective bureau on a permanent basis in 1984 the sum of \$200.00, and in 1985, the sum of \$150.00 for the purchasing of all clothing, including uniforms. These funds will be paid through either voucher or purchase order through the Chief of Police.

ARTICLE XII

PROMOTION

Any officer promoted to a higher rank up to Sergeant shall receive compensation for that rank effective from the date of promotion.

Any officer promoted to a higher rank than that of Sergeant shall be compensated with an additional \$1000.00 per year above the salary as provided in the highest salary of the sergeants salary guide until the end of this agreement.

This article shall not apply to temporary assignments, wherein an officer is required to fill in for an absent superior in an acting capacity.

ARTICLE XIII

TRAVEL ALLOWANCE

Any police officer who is required to use a private vehicle for attendance at required police functions, or on other police related and approved matters when approved by the chief of police, shall be compensated at the rate of twenty (20) cents per mile.

ARTICLE XIV

MEAL ALLOWANCE

Any police officer may receive up \$3.50 for breakfast, \$4.50 for lunch and \$5.50 for supper when traveling on official business or when attending schools, court or other police related business, and when the money is paid out of the personal funds of the officer.

Compensation can be made from petty cash or by voucher, upon the officers return and receipt being submitted for payment. Any additional costs will be compensated up to \$7.50 if approved by the chief of police in the event that an officer is required to attend a special meeting or program.

ARTICLE XV

COURT TIME

In the event that it becomes necessary for a police officer to appear in Federal, State, County or Municipal Court, or any other court not including civil court, and the appearance is on official business, and the appearance during other than his regular scheduled duty time, such officer shall receive compensation for such appearance as outlined in Article XVII of this agreement.

All compensation for court time will be authorized through the chief of police and such compensation shall be paid through a voucher submitted by the officer and okayed by the chief of police.

ARTICLE XVI

HOSPITALIZATION AFTER DISABILITY

Any police officer forced to retire due to a disability incurred in the line of duty, which is approved by the authorized pension carrier for the police department shall be entitled to hospitalization benefits to the same extent that benefits are provided in the standard policy of the township. This coverage shall be in effect for the officer, his wife and any children under the age of 18 years of age.

The coverage shall continue during the lifetime of the disabled officer, his wife and any children under the age of 18 under the family plan, but shall terminate as to the wife and eligible children upon her remarriage or after the officers death or divorce.

SECTION XVII

OVERTIME

All members of the police department, who are required to work longer than his regular tour of duty as previously mentioned and explained in Article IV of this agreement shall be paid for all approved overtime at the rate of one and one half (1½) the officers basic rate of pay. Any officer who is required to attend municipal, county, state civil court on behalf of the township shall be compensated at one and one half (1½) times the officers basic rate of pay. Any officer in lieu of overtime payment, may opt for compensatory time off at the rate of one hour for each hour worked. All overtime and compensatory time shall be given only with the approval of the chief of police.

It is understood that the job of detective involves variance from the uniformed officers structured work week and the detective is awarded a stipend as mentioned in Article V, Salary and Wages. However it is also apparent that there are occasions when the detective is call to duty, which does not fall within the realm of the stipend. The officer shall in such occasions receive overtime compensation at the rate of one hours pay for each hour worked, at the officers base rate of pay. This shall be payable by voucher through the chief of police and with the approval of the chief of police.

It is agreed between the P.B.A. and the township that every effort shall be taken to keep overtime to the minimum.

ARTICLE XVIII

RETIRMENT INCENTIVE

In an effort to recognize long standing employees with the township and dedicated service to the police department, it shall be agreed that the township shall compensate any officer who reaches the age of retirement with an award of a cash payment upon retirement from the police department. The township shall pay any retiring officer at one-half ($\frac{1}{2}$) the officers basic rate of pay up to fifty (50) days in the year 1984 and up to seventy-five (75) days of accumulated compensatory time.

ARTICLE XIX

BLUE CROSS-BLUE SHIELD

In addition to the Blue Cross-Blue Shield benefits that are graciously provided by the township, it shall be the option of any officer who becomes divorced from his wife, and as a result of that divorce becomes responsible for any medical benefits and expenses of the children arising from the marriage, to request from the township that the township provide the officer with the comparable plan provided by Blue Cross-Blue Shield which covers the particular situation.

At no time shall the township provide medical benefits to the divorced spouse as a result of the divorce.

ARTICLE XX

GRIEVANCE PROCEDURE

Section 1.

A grievance shall mean any alleged violation of any provision of this agreement.

Section 2.

The procedure for handling a grievance shall be as follows:

Step 1. Any employee having a grievance shall within ten (10) of the aggrieved officers working days of the occurrence of the grievance submit it in writing to the chief of police, stating in detail the nature of the grievance and the remedy requested. Any grievance not filed within ten (10) of the aggrieved officer working days of its occurrence shall be considered void.

Step 2. If the grievance is not resolved at step one (1) within five (5) of the aggrieved officers working days it may be submitted to the Business Administrator of the Township, or any person acting in the capacity of Business Administrator who shall respond to it within ten (10) of the aggrieved officers working days.

Step 3. If the grievance is not resolved at step (2) within ten (10) of the aggrieved officers working days, it may be submitted to the Mayor of the Township, who shall respond to it within a ten (10) day period.

Step 4. If the grievance is not resolved at step (3), it may be submitted to the Township Council who shall respond to within a thirty (30) day period of time.

ARTICLE XX

Section 3.

An aggrieved employee, if he so desires may be accompanied by a designated member of the P.B.A. at any meetings or conferences held with the chief of police, administrator, mayor or council, incident to any and all steps in the procedures contained in Section (2). Such officer shall be permitted to attend such meetings of conferences during his duty hours without loss of pay with approval of the chief of police.

Section 4.

If the P.B.A. demands that a grievance be arbitrated the parties will jointly request the New Jersey Board of Mediation to submit (7) arbitrators from which to make a selection. Each party shall then alternately, beginning with the township strike one (1) name from the list of arbitrators until one (1) name remains. That party shall be the arbitrator of the grievance involved. His award shall be final and binding on all parties to this agreement.

However, his decision shall in no way alter, add to or delete from any provision of this agreement. Further, his decision shall not be considered a precedent for future interpretations of the provisions of this agreement.

The fee and expenses of the arbitrator shall be borne equally by the parties.

Section 6.

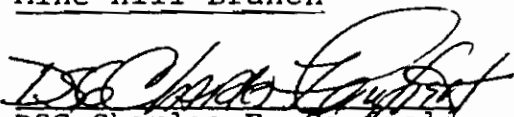
The time limits set forth herein may be waived by mutual consent of the parties, and extensions of time will be granted to employees who are out at work until such time as they return to work.

TERM OF AGREEMENT

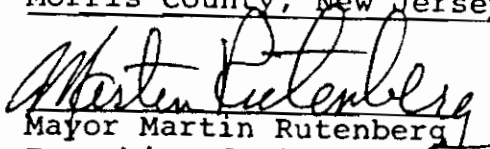
This agreement shall take effect on January 1, 1984 and shall remain in effect through December 31, 1985 and thereafter from year to year unless either of the parties shall give notice in writing no sooner than seventy five (75) days nor later than sixty days (60) in advance of the expiration date of this agreement of a desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter the responding party shall have thirty days (30) to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not rec- in accordance with this section.

In witness thereof, the parties hereto by the designated repre- sentatives have hereunto set their hands and seals at Mine Hill Township, Mine Hill, New Jersey on this *16th* of *December* 1983.

West Morris P.B.A. Local #279
Mine Hill Branch


DSG Charles F. Canfield
Chief Negotiator

Township of Mine Hill
Morris County, New Jersey


Mayor Martin Rutenberg
Township of Mine Hill

ATTEST: Mildred C. Orlandi

ATTEST: Mildred C. Orlandi

MINE HILL TOWNSHIP
RATIFICATION OF CONTRACT WITH THE
WEST MORRIS P.B.A. LOCAL #279

BE IT RESOLVED by the Township Council of the Township of Mine Hill that it hereby ratifies the form of contract agreed to during contract negotiations with said contract to begin on January 1, 1984 and continue through December 31, 1985.

BE IT FURTHER RESOLVED that the Mayor and Clerk be directed to execute the contract as submitted to council for review and that the funding be provided in the future budgets of the municipality.

12/15/83

TOWNSHIP OF MINE HILL



David Legox, Council President

Attest:



Mildred C. Orlandi, Clerk

U

AMENDMENT TO AGREEMENT OR CONTRACT BETWEEN THE
WEST MORRIS P.B.A. LOCAL 279 AND TOWNSHIP OF MINE HILL

West Morris P.B.A. Local 279 and The Township of Mine Hill agree that Appendix A entitled "Salaries and Wages" of the Agreement between West Morris P.B.A. Local 279 and the Township of Mine Hill shall be amended to read as attached hereto and this amendment shall be effective as of January 1, 1984. The parties further agree that all of the other provisions of the aforesaid Agreement shall remain in full force and effect.

The Township of Mine Hill shall agree to make every effort possible to repay each officer the money given back in 1984 at the beginning of the year 1985.

WEST MORRIS P.B.A. LOCAL 279
MINE HILL BRANCH

TOWNSHIP OF MINE HILL
MORRIS COUNTY, NEW JERSEY

By: *Charles F. Canfield*
DSG Charles F. Canfield
Chief Negotiator

By: _____
Mayor Stephen Young

ATTEST: _____

ATTEST: _____

AUG - 6

*Returned to [unclear] (back)
5-6-84
1-45-84
(1/2)*

APPENDIX A
SALARY AND WAGES

<u>Officer</u>	<u>1984</u>
Sgt. Richard Lansing	\$25,246.00
D.Sgt. Charles Canfield	\$24,973.20
Sgt. Jeffrey Oster	\$20,941.00
Ptl. James Bourdette	\$18,591.00
Ptl. Anthony Bruno	\$18,395.00
Ptl. Charles Spetz	\$15,647.00
Probationary Patrolman	\$13,500.00
Detective Bureau Assignment	\$ 750.00