

AGREEMENT OF CONTRACT

WEST MORRIS P.B.A. LOCAL #279

AND

Twp. of Mine Hill
TOWNSHIP OF MINE HILL

X 1/1/81 - 12/31/83

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ARTICLE I

PREAMBLE

This agreement entered into this 7th day of August, 1980 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 the PBA.

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 D/Sgt. 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 crossings 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 1st, of each year, and January 1st, 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 1st as the anniversary date for the basis of longevity only.

ARTICLE IV

WORK WEEK

A. 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 at no additional pay, unless specified specifically in other articles of this contract. The officer shall receive compensatory time on a hour for hour basis when working required overtime. Such compensatory time will be taken by each officer when authorized by the chief of police, and will not interfere with the department operations.

B. A minimum of two (2) hours pay shall be given for extra duty requested of all officers during non-duty time. In the event that the duty should extend over the time of three (3) hours the officer shall then be compensated at four (4) hours pay for that duty. The hours shall be paid at the officers base rate of pay. Early call-ins or completion of duty after tours have ended shall not be considered as extra duty for purposes of this article.

C. It is understood by both parties hereto that the job of detective necessarily involves variance from the uniformed officers highly structured work week and the township has recognized this distinction by awarding of an additional stipend to officers assigned to the detective bureau, as found in "salaries and wages". The call-in provision of Article IV, Section B, therefore does not apply to employees assigned to detective work.

ARTICLE V
SALARIES AND WAGES

The salaries for all members of the Mine Hill Police Department covered by this agreement for the years, 1981, 1982 and 1983 shall be listed on schedules hereto as appendixes A,B, & C.

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 1st, of each year and all pay and benefits shall be retroactive to January 1st, 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 pay for the purposes of longevity, pension and disability contributions.

SERGEANTS SALARY SCALE

SERGEANT (1st Class)	<u>Step (1)</u>	<u>Step (2)</u>	<u>Step (3)</u>
<u>1981</u>	\$19,801.00	\$21,385.00	\$23,095.00
<u>1982</u>	\$19,801.00	\$21,385.00	\$23,095.00
<u>1983</u>	\$19,801.00	\$21,385.00	\$23,095.00
SERGEANT (2nd Class)			
<u>1981</u>	\$18,553.00	\$20,037.00	\$21,640.00
<u>1982</u>	\$18,553.00	\$20,037.00	\$21,640.00
<u>1983</u>	\$18,553.00	\$20,037.00	\$21,640.00
SERGEANT (3rd Class)			
<u>1981</u>	\$14,446.00	\$15,609.00	\$16,849.00
<u>1982</u>	\$14,446.00	\$15,609.00	\$16,849.00
<u>1983</u>	\$14,446.00	\$15,609.00	\$16,849.00

Sergeant Richard Lansing will be classified as Sergeant 1st class for the duration of this agreement and shall be placed on Step (1) starting January 1, 1981.
Sergeant Charles F. Canfield will be classified as Sergeant 2nd class for the duration of this agreement and shall be placed on Step (1) starting January 1, 1981.
Note: Any officer promoted to Sergeant during the duration of this agreement will be placed in the next step which is above the officers present salary in the lower rank; i.e. on Step (1) for Sergeant 3rd Class unless such salary (\$14,446.00) is lower than the Patrolman's salary being received pursuant to the Patrolman's Salary Scale (Appendix (C) hereof), in which case the officer being promoted shall be placed in the class and step on this guide which results in a salary immediately above the promoted officer's previous salary.

DETECTIVE SALARY SCALE

	<u>Step (1)</u>	<u>Step (2)</u>	<u>Step (3)</u>
<u>1981</u>	\$14,500.00 +750.00	\$15,500.00 +750.00	\$16,500.00 +750.00
<u>1982</u>	\$14,500.00 +750.00	\$15,500.00 +750.00	\$16,500.00 +750.00
<u>1983</u>	\$14,500.00 +750.00	\$15,500.00 +750.00	\$16,500.00 +750.00

te: Any officer promoted to Detective during the duration of thi agreement will be placed in the next step which is above the officers present salary in the lower rank.

APPENDIX (C)

PATROLMAN'S SALARY SCALE

<u>PATROLMAN (1st Class)</u>	<u>Step (1)</u>	<u>Step (2)</u>	<u>Step (3)</u>
<u>1981</u>	\$13,986.00	\$15,104.00	\$16,236.00
<u>1982</u>	\$13,986.00	\$15,104.00	\$16,236.00
<u>1983</u>	\$13,986.00	\$15,104.00	\$16,236.00

<u>PATROLMAN (2nd Class)</u>	<u>Step (1)</u>	<u>Step (2)</u>	<u>Step (3)</u>
<u>1981</u>	\$13,209.00	\$14,265.00	\$15,334.00
<u>1982</u>	\$13,209.00	\$14,265.00	\$15,334.00
<u>1983</u>	\$13,209.00	\$14,265.00	\$15,334.00

<u>PATROLMAN (3rd Class)</u>	<u>Step (1)</u>	<u>Step (2)</u>	<u>Step (3)</u>
<u>1981</u>	\$12,432.00	\$13,426.00	\$14,432.00
<u>1982</u>	\$12,432.00	\$13,426.00	\$14,432.00
<u>1983</u>	\$12,432.00	\$13,426.00	\$14,432.00

<u>PATROLMAN (Probation)</u>	<u>Step (1)</u>
<u>1981</u>	\$11,500.00
<u>1982</u>	\$11,500.00
<u>1983</u>	\$11,500.00

Ptl. Jeff Oster will be classified as Patrolman 1st Class for the duration of this agreement and shall be placed on Step (1) starting January 1, 1981.

Ptl. Cecil Solaguren, Ptl. James Bourdette will be classified as Patrolman 2nd Class for the duration of this agreement and shall be placed on Step (1) starting January 1, 1981.

Ptl. Anthony Bruno will be classified as a Patrolman 3rd Class for the duration of this agreement and shall be placed on Step (1) starting January 1, 1981. Probationary patrolman hired during the duration of this agreement will be elevated into Step (1) Patrolman 3rd Class on this agreement upon completion of the probationary period of one year.

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

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 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

Vacation time for the current year in question (1980, 1981 or 1982) shall be available from January 1st of each such year and may be taken anytime between January 1st and December 31st, 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 vacations 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 (5) years of service	Three (3) weeks vacation
After ten (10) 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 three (3) days off for the death of a member of the immediate family. The leave is 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 seminars may receive compensatory time off on a hour to hour basis where granting of such time would not interfere with department operations in the opinion of the chief of police.

ARTICLE XI
CLOTHING ALLOWANCE

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

The township shall provide in 1981, the sum of \$175.00, in 1982, the sum of \$200.00, and in 1983, the sum of \$225.00 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 bureau officers assigned to the detective bureau in 1981, the sum of \$175.00, in 1982, the sum of \$100.00 and in the year of 1983, the sum of \$100.00 for the purchasing of all clothing, including uniforms. These funds will be paid by voucher, 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 \$1,000.00 per year above the salary as provided in the Sergeant's Salary Scale (Appendix (A)) 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 schools, or on other police related and approved business when approved by the chief of police. The officer shall be compensated at the rate of twenty (20) cents per mile.

ARTICLE XIV

MEAL ALLOWANCE

Any police officer may receive up to \$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 officers personal funds. 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 programs.

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 is during other than his regular scheduled duty time, such officer shall receive compensation for such appearance as outlined in Article IV, Section B 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 Public Employees Relations Commission 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 and his wife.

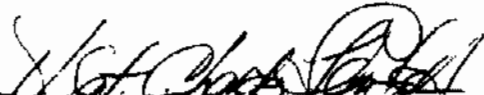
The coverage shall continue during the lifetime of the disabled officer and his wife under the family plan, but shall terminate as to the wife upon her remarriage after his death or divorce.

TERM OF AGREEMENT

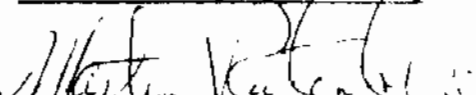
This agreement shall take effect on January 1, 1981 and shall remain in full force and effect through December 31, 1983 and thereafter from year to year unless either of the parties shall give notice in writing no sooner than seventy five (75) nor later than sixty days (60) in advance of the expiration 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 received in accordance with this section.

In witness thereof, the parties hereto by their designated representatives have hereunto set their hands and seals at Mine Hill Township, Mine Hill, New Jersey on this 7th of August, 1980.

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


D/Sgt Charles F. Canfield
Chief Negotiator

Township of Mine Hill
Morris County, New Jersey


Mayor Martin Rutenberg
Township of Mine Hill

ATTEST: Mildred C. Orlandi

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Mildred C. Orlandi
Township Clerk