

Mine Hill, Township of

TOWNSHIP OF MINE HILL

AND

West Morris

~~MINE HILL~~ PBA LOCAL NO. 279

Mine Hill Branch

X JANUARY 1, 1986 THROUGH DECEMBER 31, 1988

LAW OFFICES:

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ARTICLE I - PREAMBLE

This agreement entered into this day of , 1987, by and between the Township of Mine Hill, hereinafter referred to as the Township and the Policemen's Benevolent Association No. 279, Mine Hill Branch, hereinafter referred to as the PBA represents 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 Morris PBA Local No. 279, as the exclusive bargaining unit for all members of the Mine Hill Police Department excepting the Chief of Police, police secretary, 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 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 basis 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 XV of this contract.

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 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 year, 1987 shall be listed on Appendix A annexed hereto.

All members of the Mine Hill Police Department covered by this agreement with the exception of any probationary patrolman will receive the increments ^{SET FORTH IN APPENDIX A + NEXT YEAR TOO.} ~~as of January 1, of each year and pay and benefits shall be retroactive to January 1, of each year.~~ *ATM*

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 to the rank of detective in the detective bureau shall 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 assigned 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 falls 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.

1 year to 3 years	No additional compensation
After 3 years of service	3% of base salary
After 5 years of service	4% of base salary
After 9 years of service	6% of base salary
After 12 years of service	7% of base salary
After 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 bi-weekly together with the

officers regular salary.

ARTICLE VII - HOLIDAYS

The Township agrees to provide thirteen (13) paid holidays to all officers of the Mine Hill Police Department.

These thirteen (13) 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 the holiday to receive compensation therefor.

The designated holidays are as follows:

New Years Day	Fourth of July
Washington's Birthday	Labor Day
Good Friday	General Election Day
Veteran's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Day
Floating Holiday	

ARTICLE VIII - VACATIONS

Vacations for the years of this contract shall be available from January 1 of each 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 vacation 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 officers base rate of pay, and shall be designated as follows:

1 year to 5 years	2 weeks vacation
After 5 years of service	3 weeks vacation
After 10 years of service	4 weeks vacation

ARTICLE IX - 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 need resting with the Chief of Police.

The Township shall provide in 1986 the sum of \$300.00 and commencing in 1987, the sum of \$325.00 per annum 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 1986 the sum of \$150.00 and commencing in 1987, the sum of \$200.00 per annum 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 X - 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 highest salary of the Sergeant's salary guide until the end of the 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 XI - 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 XII - MEAL ALLOWANCE

Any police officer may receive up to \$4.50 for breakfast, \$5.50 for lunch and \$7.50 for supper when traveling on official business or when attending schools, court or other police related business, and when 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 \$9.75 if approved by the Chief of Police in the event that an officer is required to attend a special meeting or program.

ARTICLE XIII - COURT TIME

Whenever a police officer shall be required to appear before any Grand Jury or at any Municipal, County, Superior Court proceeding, including Civil Actions, where the appearance arises out of the employee's status as police officer and the employee's status as a police officer and the employee appears as the result of a subpoena, the time during which he is so engaged shall be considered a time of assignment to, and performance of duty. When such appearance occurs during the member's assigned duty hours, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours he shall receive overtime in accordance with Article XV.

ARTICLE XIV - HEALTH AND LIFE BENEFITS

The Township will provide for and pay all premiums in connection with the following benefits for each member and his family:

A. Health and Medical Benefits

- (1) A comprehensive Blue Cross and Blue Shield Policy, including Rider J or its equivalent;

- (2) A comprehensive major medical policy;
- (3) Adoption of provisions of Chapter 88, P.L. 1974 whereby the Township will pay the costs of continuing coverage for pensioners and their dependents;
- (4) In the event of retirement due to a disability incurred in line of duty or death of an employee the Township will pay the cost of continuing coverage for his surviving spouse until he or she remarries, and for all eligible dependents subject to the same limitations as would be applicable had the deceased continued in active employment.

B. Life Insurance Benefits

Life insurance benefits for all employees shall remain in effect as provided by the Township.

ARTICLE XV - 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 ($1\frac{1}{2}$) the officers base rate of pay. Any officer as previously mentioned who attends any court or required training shall be compensated in the same manner at one and one-half ($1\frac{1}{2}$) the officer's base rate of pay.

The Township will be required to pay a mandatory two (2)

hours of overtime for any officer that is called in for less than a two (2) hour period of overtime, which shall not apply when such overtime is contiguous either before or after the scheduled tour of duty.

It is understood that the job of detective involves variance from their uniformed officers highly structured work week and the detective is awarded a stipend as mentioned in Article V, Salary and Wages. The detective shall be compensated for all approved overtime when required to work longer than his assigned working hours and shall be compensated at one and one-half (1½) times his rate of pay.

It is agreed between the PBA and the Township that every effort shall be taken to keep overtime to the minimum. All overtime shall be subject to the approval of the Chief of Police.

ARTICLE XVI - RETIREMENT 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 (½) the officer's basic rate of pay up to seventy-five (75) days of accumulated compensatory time.

ARTICLE XVII - PAY DATES

The Township shall agree to designate ~~the following dates~~ ^{WITHIN 10 (TEN) DAYS of SIGNING this agreement.} as pay dates for the year 1987. Checks shall be given to the Chief of Police or his designee on or before 3:00 P.M. for distribution on the assigned dates to the employees.

The parties shall designate pay dates for 1987 during the month of January 1987.

ARTICLE XVIII - WORKING CONDITIONS

Effective January 1, 1987, Police Department facilities shall be maintained in a safe and sanitary condition.

Effective January 1, 1987, Police Vehicles shall be maintained in an adequate and road worthy condition. All repairs shall be provided in a timely fashion.

ARTICLE XIX - PERSONAL DAYS

The Township shall grant each employee a total of two (2) personal days for the year 1987. These days will be taken only with the approval of the Chief of Police or his designee. Personal days will not be taken by the officer at more than two days in a row at any one time.

The two (2) personal days will not be accumulated from year to year. In the event that the officer does not utilize the total amount of personal days, the days shall be reduced to straight time pay cash equivalent payable of the first day of the following year.

ARTICLE XX - GRIEVANCE PROCEDURE

1. A grievance shall mean any alleged violation of any provision of this Agreement.

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 after 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's working days of its occurrence shall be considered void.

Step 2. If the grievance is not resolved at Step 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 officer's 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 the grievance within a thirty (30) day period of time.

3. An aggrieved employee, if he so desires may be

accompanied by a designated member of the PBA 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 or conferences during his duty hours without loss of pay with approval of the Chief of Police.

4. If the PBA demands that a grievance be arbitrated the parties will jointly request the Public Employment Relations Commission to submit (7) Arbitrators from which to make a selection. Each party shall then alternately, beginning with the Township strike one name from the list of arbitrators until one 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.

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 at work until such time as they return to work.

ARTICLE XXI - TERM AND RENEWAL

This agreement shall have a term from January 1, 1986 through December 31, 1988. If the parties have not executed a successor agreement by December 31, 1988, then this agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the Rules of the Public Employment Relations Commission.

TOWNSHIP OF MINE HILL
COUNTY OF MORRIS

Stephen M. Young

ATTEST:

Mildred C. Orlandi

WEST MORRIS PBA LOCAL NO. 279
MINE HILL BRANCH

Charles LaPorte

ATTEST:

Mildred C. Orlandi

APPENDIX A
SALARIES AND WAGES

PATROLMEN:	<u>1/1/86</u>	<u>7/1/86</u>	<u>1/1/87</u>	<u>7/1/87</u>	<u>1/1/88</u>	<u>7/1/88</u>
Step 4				23,000	25,250	25,250
Step 3	21,000	21,000	22,000	20,000	22,500	23,500
Step 2	17,500	17,650	18,700	18,750	20,000	21,000
Step 1	16,000	17,000	17,000	18,000	18,000	19,000

Effective January 1, 1986, Patrolman Skidmore and O'Rourke are placed on the scale at Steps 3 and 1 respectively.

Effective July 1, 1986, each employee covered by this agreement moves one step where applicable and shall move 1 step each July 1 thereafter until said employee attains Step 4.

Employees hired after issuance of the Award (March 26, 1987) receive step 1 entry level salary and move one step on annual Anniversary Date until said employee attains Step 4.

SERGEANT	<u>4/1/86</u>	<u>1/1/87</u>	<u>7/1/87</u>	<u>1/1/88</u>	<u>7/1/88</u>
Step 3			31,250	33,000	33,000
Step 2	28,925	30,000	30,000	30,000	31,750
Step 1	26,975	27,750	28,500	29,000	30,000

A. 1. Effective January 1, 1986, employees shall be placed as follows:

Canfield/Lansing	Step 2
Oster	Step 1

2. All employees covered by this Agreement and employed as a Sergeant as of December 1, 1986 shall move one step in scale on July 1 of each year until maximum grade is achieved.

B. All employees promoted after December 1, 1986 shall receive Step 1 salary and shall move in step annually on anniversary date until maximum grade is achieved.