

Contract no. 1643

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**WEST MORRIS PBA LOCAL #279**

**AND**

**TOWNSHIP OF MINE HILL**

**JANUARY 1, 1992 THROUGH DECEMBER 31, 1992**

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**ARTICLE II.**

**RECOGNITION**

The provisions of this Agreement shall apply to full time Patrolmen, Sergeants, and Detectives, herein referred to as "police officers" of the Mine Hill Police Department.

In the event of death of an employee covered by this agreement, the estate of said employee shall receive all compensation herein and in the amounts to which the employee was entitled to as of the date of death.

**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

The work week shall consist of eight (8) hours a day for the total number of days designated on the master schedule that is prepared by the Chief of Police. Required overtime will be compensated as stipulated in Article XII 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 to the detective bureau, as found in salary and wages.

**ARTICLE V.**

**SALARIES AND WAGES**

A. The salaries for all members of the Mine Hill Police Department covered by the Agreement for the year 1992 shall be listed on Appendix "A" annexed hereto.

B. All members of the Mine Hill Police Department covered by this Agreement, not at the maximum salary, will move to the next step on their anniversary date. However, in the case of the Sergeants, the officer will move to the next step on the anniversary of their promotion.

C. Effective January 1st of each year, each officer will be placed in the same step where the officer was as of December 31st of the preceding year. New hired personnel will start at Step 1.

D. Any officer working at a higher classification, as determined by the Chief of Police of his design, shall receive the salary rate applicable to the higher classification for the duration of the period said employee performs the duties of the higher classification and will give the police officer not less than one step increment in the salary scale of the permanent rank.

E. Persons formally assigned by official action to the Detective Bureau shall receive a stipend of One Thousand Dollars (\$1,000.00) per year. This stipend shall be part of the officer's base rate of pay for the purposes of longevity, pension, disability contributions.

ARTICLE VI.

LONGEVITY

Inclusive to the base salary, all officer's 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 falls before June 30th of that year and 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.

1 to 2 years of service.....	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 officer's regular salary.



**ARTICLE VII.**

**HOLIDAYS**

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

These thirteen (13) holidays shall be compensated for, in one (1) payment at the officer's best rate of pay on December 1st of each year. All officers must have been employed, and a member of the Mine Hill Police Department during the holiday, to receive compensation therefore.

The designated holidays are as follows:

- |                          |                            |
|--------------------------|----------------------------|
| 1. New Year's day        | 8. Fourth of July          |
| 2. Lincoln's Birthday    | 9. Labor Day               |
| 3. Washington's Birthday | 10. General Election Day   |
| 4. Good Friday           | 11. Thanksgiving Day       |
| 5. Veteran's Day         | 12. Day After Thanksgiving |
| 6. Easter Sunday         | 13. Christmas Day          |
| 7. Memorial Day          |                            |

ARTICLE VIII.

VACATIONS

Vacations for the years of this contract shall be available from January 1st of each year, and may be taken any time between January 1st and December 31st, 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 the 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 officer's base rate of pay and shall be designated as follows:

1 to 5 years of service	10 days
After 5 years of service	15 days
After 10 years of service	20 days

Any police officer leaving the employ of the Township, or who dies while in the employ of the Township, shall be compensated for all unused accumulated vacation and holidays up to the day of separation or when death occurs.

ARTICLE IX.

CLOTHING ALLOWANCE

The township will provide a uniform allotment for the patrol division, for the purchasing of uniforms and equipment. Such uniforms and equipment shall be purchased through the designated vendor that the Chief of Police approves of. Such purchases will be made via purchase order.

The sum budgeted shall be as follows:

1992 - \$400.00 per police officer

The above amount shall be the total amount authorized per voucher for these purchases. Each officer shall receive a voucher for the items they deem necessary.

The Township shall provide in 1992 the sum of \$400.00 to each officer for the maintenance and cleaning of all uniforms and clothing for all uniformed and detective personnel of the Mine Hill Police Department. This amount is to be paid to each officer on or before the 1st day of June of that year.

The Township shall provide to the detective personnel assigned to the Detective Bureau for the year 1992, the sum of <sup>200.00</sup> ~~\$300.00~~ for the duration of the contract to be paid through purchase order through the Chief of Police.

**ARTICLE X.**

**TRAVEL ALLOWANCE**

Any police officer who is required to use a private vehicle for attendance at a required police function, or other police related and approved matter, when approved by the Chief of Police, shall be compensated at a rate of twenty-three cents (\$.23) per mile.

**ARTICLE XI.**

**MEAL ALLOWANCES**

Any police officer may receive up to \$5.50 for breakfast, \$6.50 for lunch and \$7.50 for supper when travelling on official business, or attending schools, court and 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 voucher, upon the officer's return and receipt being submitted for payment. Any additional costs will be compensated up to \$15.00 if approved by the Chief of Police, in the event that an officer is required to attend a special meeting or program.

ARTICLE XII.

OVERTIME

All members of the police department, who are required to work longer than their 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 1/2) the officer's base rate of pay.

It is understood by both parties hereto that the position 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 to the Detective Bureau, as found in "Salary and Wages".

The Township agrees to pay a minimum of three (3) hours on an unscheduled call-out at time and a half when an off-duty police officer is called out for duty.

In the event that a member of the police department is called in on an approved holiday, that officer will be compensated at a rate of two (2) times his rate of pay. Approved holidays are listed in Article VII of this Agreement.

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 XIII.

COURT TIME

Whenever a police officer shall be required to appear before any Grand Jury, or at any Municipal, County or Superior court proceedings, including but not limited to, Civil Actions, where the appearance arises out of 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 the performance of duty. When such appearance occurs during the officer's assigned duty hours, the officer shall suffer no loss in compensation. When such appearance occurs outside the officer's assigned duty hours, the officer shall receive overtime in accordance with Article XII.

ARTICLE XV.

SICK TIME

All employees shall be entitled to sick leave with pay. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, exposure to contagious disease, or for short periods when the presence of the employee is necessary to care for a family member due to illness or injury.

Sick leave shall not be utilized when an officer is hurt on the job and is out of work due to that injury.

If an employee is to be absent for reasons that entitle him to sick leave, the Chief of Police or the Chief's designee shall be notified prior to the employee's starting time. The Chief of Police may require verification of sickness after a three (3) day period away from work.

Sick time is not accumulated and therefore, has no limit.



**ARTICLE XVI.**

**BEREAVEMENT LEAVE**

All employees shall be entitled to five (5) days off duty with pay on the days immediately following the death of an employee's husband, wife, son, daughter, step-child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, maternal and paternal grandparents.

Reasonable verification of the event and approval may be required by the Chief of Police.

ARTICLE XVII

WORKING CONDITIONS

Police department facilities shall be maintained in a safe and sanitary condition.

Police vehicles shall be maintained in an adequate and road worthy condition. All repairs shall be provided in a timely fashion. The Township, within budgetary restraints, will make every effort to purchase or lease two (2) new vehicles for the police department each year.

**ARTICLE XVIII.**

**PERSONAL DAYS**

The Township shall grant each employee a total of three (3) personal days per year. 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 (2) days in a row at any one (1) time.

The three (3) 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 on the first day of the following year.

**ARTICLE XIX.**

**PAY DATES**

The Township shall agree to designate the 15th day and the last working day of the month as pay dates. The checks shall be given to the Chief of Police or his designee on or before 1500 hours for distribution on the 14th and the next to the last day of the month.

In the event that either the 15th or the 30th falls on either a Saturday, Sunday the checks will be distributed the previous Friday.

ARTICLE XX.

HEALTH AND LIFE BENEFITS

Section 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 the petitioners and their dependents.
4. In the event of retirement due to disability incurred in the line of duty, or death of an employee, the Township will pay the costs of continuing coverage for the officer's surviving spouse until that spouse remarries and for all eligible dependents subject to the same limitations as would be applicable had the deceased continued in active employment.

Section B. Life Insurance Benefits.

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

Section C. Dental and Eyeglass Replacement.

1. In the event an employee covered by this agreement shall require dental repair or the replacement of eyeglasses as a result of damaged teeth or vision wear sustained in the line of duty. The Township will reimburse the employee for all costs not covered by contractually provided insurances, upon presentation to the Chief of Police, the receipts or equivalent proof of damage and costs of repair.

Section D. False Arrest Insurance.

1. The Township shall maintain False Arrest Insurance as is evidenced by the policy currently in effect for the term of this Agreement.

ARTICLE XXI.

POLICE OFFICER'S RIGHTS

Section A. The Township hereby acknowledges that the police personnel subject to this Agreement as public employees of the Township, have certain rights under the Laws of New Jersey, to form, join, and assist any employee organization or to refrain from any such activity, and both the Township and the PBA agree that employees under this Agreement shall be free to exercise any of these rights without fear of penalty or reprisal.

Section B. No employee shall be required to investigate an employee of equal or higher rank where it is alleged or suspected that the employee of equal or higher rank has committed a violation of Departmental Rules and Regulations.

Section C. An employee shall have the right to obtain specific information from their personnel file on reasonable notice and at reasonable time.

Section D. When derogatory material is placed in an Officer's personnel file, the Township agrees to notify the police officer, in writing, and the officer shall have the right to respond to such material, in writing, and that shall be placed in their personnel file.

Section E. Department Investigations.

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location(s) where the incident(s) allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member(s) of the allegation(s) should be provided. If it is known that the member(s) of the force being interrogated as a witness only they should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest period at the end of every two (2) hours.

5. The members of the force shall not be subject to any offensive language, nor shall they be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made an inducement to answering questions.

6. At every stage of the proceedings, the department shall afford an opportunity for members of the force, if they so request, to consult with council and/or their PBA representative.

7. In case other than department investigations, if an officer is under arrest or they are a suspect or the target of a criminal investigation, they shall be given their right pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the department or its officers of the ability to conduct the routine and daily operations of the department.

**ARTICLE XXII.**

**ASSOCIATION BUSINESS LEAVE**

**Section A. Contract Negotiations.**

1. The member of the PBA Negotiating Committee, not to exceed three (3) in number, shall, after adequate notice to the Chief of Police, be granted time off from duty and shall suffer no loss of pay for attendance at all meetings, when such meetings take place at a time during which such members are scheduled to be on duty, between the Township and PBA for the purposes of negotiation of the terms and conditions of an Agreement.

**Section B. State PBA Meetings.**

1. The delegate or alternate delegate appointment by the PBA shall be granted time off from duty and shall suffer no loss of pay to attend the annual convention of the State PBA convened pursuant to N.J.S.A.40A:17-177 and other meetings of the State organization. The PBA shall notify the Chief of Police at least sixty (60) days prior to the annual convention concerning the date of such meetings and convention.

**Section C. Membership Meetings.**

1. The president and/or the delegate of the PBA shall, after adequate notice to the Chief of Police, be granted time off from duty and shall suffer no loss of pay for attendance at all meetings of the membership of the PBA, when such meetings take place at a time during which such members are scheduled to be on duty, so long as the time off from duty works no hardship on the department. The term "meetings" as used in this section includes both regular and monthly meetings and any special meetings. The PBA agrees to use every effort to schedule all meetings so as to minimize the number of delegates granted time off from duty.



**ARTICLE XXIII.**

**GRIEVANCE PROCEDURE**

A. A grievance shall mean any alleged violation of any provisions of this Agreement.

B. The procedure for handling a grievance shall be as follows:

Step 1. Any employee having a grievance shall within ten (10) days of the aggrieved officer's 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. Any grievance not filed within ten (10) days 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) days of the aggrieved officer's 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 a ten (10) day period.

Step 3. If the grievance is not resolved at Step 2 within ten (10) days 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 no 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.

A. 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, incidental to any and all steps in the procedures contained in Step 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.

B. If the PBA demands that a grievance be arbitrated the parties will jointly request the Public Relations Commission to submit seven (7) Arbitrators from which to make a selection.

C. 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 no 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.

D. 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 not at work until such time as they return to work.

**ARTICLE XXIV.**

**TERM AND RENEWAL**

This Agreement shall have a term from January 1, 1992 through December 31, 1992. If the parties have not executed a successor agreement by December 31, 1992, 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  
MORRIS COUNTY, NEW JERSEY

WEST MORRIS PBA LOCAL #279  
MINE HILL POLICE DEPARTMENT

BY Louis Cravich

BY [Signature]

Attest:

Attest:

Mildred C. Orland:

Mildred C. Orland:

**ADDENDUM "A"**

**SALARY AND WAGES**

<b>PATROLMAN:</b>	<b>1992</b>
<b>STEP 4</b>	<b>33,659</b>
<b>STEP 3</b>	<b>31,327</b>
<b>STEP 2</b>	<b>27,994</b>
<b>STEP 1</b>	<b>25,328</b>
<b>SERGEANTS:</b>	<b>1992</b>
<b>STEP 3</b>	<b>41,265</b>
<b>STEP 2</b>	<b>39,702</b>
<b>STEP 1</b>	<b>37,513</b>