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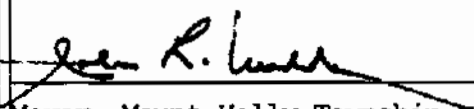
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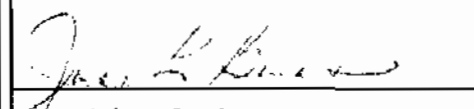
1. TERMS OF THE AGREEMENT

A. The terms of this Agreement will govern all patrolmen, police sergeants and parking enforcement officials (excluding Lieutenants, Captains, Chief of Police and Director of Public Safety) employed by the Township on the date of execution of this Agreement and thereafter. Employees who have resigned or been terminated prior to the execution of this Agreement or prior to a specified date in the Agreement providing a new or increased benefit shall not be entitled to the benefits of this Agreement.

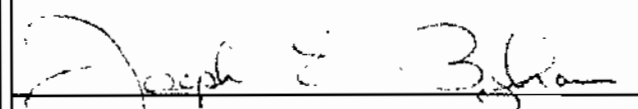
B. The Agreement shall be in effect from January 1, 1991 through December 31, 1992.



Mayor, Mount Holly Township



Township Clerk



President, Mount Holly Police Department
Employee's Association

3-25-91
Date (8-26-91)

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4 2. RECOGNITION
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6 A. The Township hereby recognizes the Association of Mount Holly Township
7 Police Department Employees as the exclusive collective negotiations agent
8 for all police officers, police sergeants, and parking enforcement officers
9 excluding Lieutenants, Captains and Chief/or Director of Public Safety. A
10 listing of the officers of the Association shall be filed with the Township
11 and shall be maintained in an accurate condition. The Township agrees that
12 any employees as listed above who do not belong to the Mount Holly Police
13 Department Employees Association shall be required to pay 85% of the Associa-
14 tion's fees and shall be entitled to all contract benefits.
15

16 B. The Township hereby recognizes the Grievance Committee of the Mount
17 Holly Police Department Employees Association as the official designated unit
18 of the Association assigned to negotiate and resolve all grievance matters.
19

20 C. The Township hereby recognizes the Negotiation Committee of the Mount
21 Holly Police Department Employees Association as the official designated unit
22 of the Association assigned to negotiate all contract matters and agreements
23 between the Township and the Association.
24

25 D. The Township recognizes the Safety Committee as the official designated
26 unit of the Mount Holly Police Department Employees Association assigned to
27 present matters pertaining to member's safety to the Township Manager. It
28 is agreed by the Township and the Association that job safety is of extreme
29 importance and that both parties shall commit themselves to the advancement
30 of safety within the Police Department.
31

32 A joint Advisory Safety Committee shall be formed and consist of three
33 (3) Association members and the Township Manager. Suggestions shall be made
34 in writing and forwarded to provide at least one weeks notice for a meeting
35 or written reply, whichever is requested.
36

37 Any suggestions or other matters brought up shall not be considered nego-
38 tiations, but shall be merely for the purpose of assisting in the development
39 of policies and procedures towards the mutual desires of both parties. These
40 items shall not be considered grievances.
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4 **3. MANAGEMENT RIGHTS**
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6 A. The Township hereby retains and reserves unto itself, without limita-
7 tion, all powers, rights, authority, duties and responsibilities conferred
8 upon and vested in it by the laws and Constitution of the State of New Jersey
9 and of the United States, including but without limiting the generality of
10 the foregoing, the following rights:

11 (1) To the executive management and administrative control of the Township
12 Government and its properties and facilities and the activities of its employees;

13 (2) To hire all employees subject to the provisions of Civil Service Law,
14 to determine their qualifications and conditions for continued employment,
15 assignment, and to promote and transfer employees;

16 (3) To suspend, demote, discharge or take other disciplinary action for
17 good and just cause according to Civil Service law.
18

19 B. The exercise of the foregoing powers, rights, authority, duties and
20 responsibilities of the Township, the adoption of policies, rules, regulations
21 and practices in furtherance thereof, and the use of judgement and discretion
22 in connection therewith shall be limited only by applicable law and the specific
23 and express terms of the Agreement.
24

25 **4. ASSOCIATION RIGHTS**
26

27 A. Pursuant to Chapter 123, Public Laws 1974, the Township hereby agrees
28 that every member of the negotiating unit shall have the right to freely
29 organize, join and support the Association for the purpose of engaging in collec-
30 tive negotiations. As a Municipal Corporation exercising governmental authority
31 under the laws of the State of New Jersey, the Township undertakes and agrees
32 that it shall not discourage or deprive or coerce any member of the negotiations
33 unit in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974,
34 or by other laws of the State of New Jersey, or conferred by the Constitution
35 of the State of New Jersey and the United States; that it shall not discriminate
36 against any member of the negotiations unit with respect to hours, wages, or
37 any other terms and conditions of employment by reason of his or her membership
38 in the Association, his or her participation in any activities in the Associa-
39 tion, collective negotiations, or his or her institution of any grievance,
40 complaint or proceeding under this Agreement. The Association press representa-
41 tive or his designee shall not have any action taken against him by the Township
42 for information released through the Association, provided that this information
43 be clearly designated as an official statement of the Association.
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4 B. During contract negotiations, those members of the negotiating unit
5 actively engaged in contract negotiations with the Township shall, on those
6 days where meetings take place between the Association and the Township Manager,
7 be excused from their normal duties with full pay pursuant to the following:

8 (1) If the negotiations member is scheduled to work during the scheduled
9 time of the meeting, he shall be excused from his shift but shall resume his
10 normal duties if the meeting does not exceed six (6) hours in length.

11 (2) Members on the midnight shift shall be excused from their next shift
12 if the meeting concludes within four (4) hours of his next shift or commences
13 within four (4) hours of his previous shift in order to allow an adequate break
14 time between negotiations and shift work.

15 (3) Members on the 4:00 p.m. to midnight shift shall be excused from
16 their shift if the meeting concludes within two (2) hours of their next shift
17 or commences within two (2) hours of his previous shift in order to allow an
18 adequate break time between negotiations and shift work.

19 (4) Negotiations meetings shall be considered the time of actual meetings
20 between the negotiations team and the Township representative(s).

21
22 C. The President of the Association or his designee, when meeting with
23 officials of the Township for Township/Association business, or representing
24 the Association on behalf of the Township, shall be excused, with pay, from
25 his duties as specified in Section B if it shall not affect minimum manpower
26 needs, and shall be allotted 16 hours per year, with pay, for Association busi-
27 ness purposes.

28
29 D. The Township shall allow the Association to designate an area for
30 a bulletin board for the posting of Association items in the Squad Room. This
31 shall be clearly assigned for Association use only.

32
33 **5. FULLY BARGAINED PROVISIONS**

34
35 A. This Agreement represents and incorporates the complete and final
36 understanding and settlement by the parties on all bargainable issues which
37 were or could have been the subject of negotiations. During the terms of this
38 Agreement, neither party will be required to negotiate with respect to any
39 such matter, whether or not covered by this Agreement, and whether or not within
40 the contemplation of either or both parties at the time they negotiated or signed
41 the Agreement.

42
43 B. No rights, benefits or compensations previously agreed upon by the
44 parties shall be lost by omission, typographical error or miswording unless
45 specifically negotiated and agreed upon in this Agreement. In the event of
46 dispute on this issue, past practice shall apply to all such matters.

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4 **6. EMPLOYMENT RESPONSIBILITIES**
5

6 A. Members of the Association agree that employment with the Mount Holly
7 Police Department is their primary employment responsibility and agree to devote
8 their full efforts and energies to their duties and responsibilities as members
9 of the police department.
10

11 B. No member of the Association will accept secondary employment which
12 impairs his official duties and responsibilities or which impairs his efficiency
13 or effectiveness in performing those duties.
14

15 C. In order to insure that the standard as expressed above in subparagraph
16 A is adhered to, each member of the Association will file with the Chief and/or
17 Director of Public Safety, by January 15 of each calendar year, a statement
18 of all secondary employment providing information as to the duties and respon-
19 sibilities of said employment and the average number of hours worked per week
20 therein. In addition thereto, a supplemental updated statement shall be submitted
21 prior to the commencement of a secondary employment not included in the annual
22 statement. The Chief and/or Director of Public Safety is authorized by the
23 Township to review and approve said statements.
24

25 **7. NO STRIKE PLEDGE**
26

27 A. The Association covenants and agrees that during the term of this
28 Agreement, no member of the Association will cause, authorize or support any
29 strike, (i.e. the concerted failure to report for duty, or willfull absence
30 of any employee from his position, or stoppage of work or abstinence in whole
31 or in part, from the full, faithful and proper performance of the employee's
32 duties of employment), work stoppage, slowdown, walkout, or other similar action
33 against the Township.
34

35 B. Participation in a strike, slowdown or walkout by any employee covered
36 under the terms of this Agreement shall be deemed grounds for disciplinary
37 action against such employee or employees in accordance with the procedures
38 established by law.
39

40 C. The Association will actively discourage and will take affirmative
41 steps to prevent or terminate any strike, work stoppage, slowdown, walkout
42 or other similar action by its members against the Township.
43

44 D. Nothing contained in this Agreement shall be construed to limit or
45 restrict the Township or the Association in its right to seek and obtain such
46 judicial relief as it may be entitled to have in the event of such breach.
47

48 E. The Association reserves the right to lawful picket and demonstration
49 by its members who are on off-duty status.
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4 8. GRIEVANCE PROCEDURE
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6 A. PURPOSE: The purpose is to settle all grievances between the Township
7 and members of the Association as quickly as possible so as to assure efficiency
8 and promote employee morale.
9

10 B. DEFINITION: A grievance is:

11 (1) A complaint that there has been an improper application, interpreta-
12 tion, or violation of the specific terms and conditions of this Agreement.

13 (2) An improper application, interpretation or violation of any rules,
14 regulations, codes, policies or administrative decisions applicable to members
15 of the negotiating unit as defined in Article 1.

16 (3) A "working day" is any day other than Saturday, Sunday, Township
17 holiday, personal day, comp day or vacation day.
18

19 B. GRIEVANTS: Grievances may be filed by an individual member of the
20 negotiating unit or by the Association itself. The aggrieved employee shall
21 continue on his assigned duties pending the resolution of the grievance.
22

23 C. PROCEDURE: The grievant shall invoke the grievance procedure within
24 thirty (30) working days after the occurrence of the event complained of or
25 within thirty (30) working days after the grievant learns of the occurrence
26 of the event complained of.

27 (1) The grievant will initiate the grievance procedure with the department
28 head in writing, setting forth his grievance, specifying the nature of the
29 complaint and the remedy desired. The Chief and/or Director of Public Safety
30 shall have a meeting with the grievant within five (5) working days after
31 receipt of the grievance. The department head must issue a written decision
32 to the grievant stating his findings and recommendations within five (5) working
33 days. Failure to communicate the decision or have a meeting within the allotted
34 time shall cause the grievance to be decided in favor of the grievant.

35 (2) If the grievant is not satisfied with the results of the meeting with
36 the department head, the grievant may then request in writing a meeting with
37 the Township Manager or in his absence, that individual responsible for the
38 management of the Township within thirty (30) working days. Said meeting shall
39 be held within five (5) working days of the request unless an extension is
40 mutually agreed to in writing. If no meeting is held within the time limita-
41 tions, the grievance shall be decided favorably to the grievant, or if no meet-
42 ing is requested by the grievant within the time limitations, the grievance
43 shall be decided adversely to the grievant. The Township Manager or his
44 designee shall issue a written decision within five (5) working days of the
45 meeting with the grievant stating all his findings, recommendations and
46 decisions.
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4 (3) At no time will the person acting in Step 1 act in the absence of
5 the Manager in Step 2. The appeal to the Township Manager shall be the final
6 step in the grievance procedure with regard to all grievances except those
7 which allege an improper application, interpretation, or violation of the speci-
8 fic terms of this Agreement.

9 (4) With regard to all grievances alleging an improper application, inter-
10 pretation or violation of the specific terms of this Agreement, a grievant
11 who is dissatisfied with the results of the decision of the Township Manager
12 may request in writing that the grievance go to a joint Association-Township
13 committee. Notice of the request shall go to the Mount Holly Police Department
14 Employees Association and the Township Manager. Said committee shall be composed
15 of one representative chosen by the Township and one chosen by the Association.
16 No representation shall be in the employ of either group or receive compensation
17 for acting hereunder. The committee will attempt to resolve the grievance.
18 The committee may, at its discretion retain the services of an attorney whose
19 fee shall be shared equally. A request for the convening of this committee
20 must be made by the grievant within ten (10) working days of the receipt of
21 the decision of the Township Manager. The Association-Township Committee shall
22 convene within thrity (30) calendar days.

23
24 The Association-Township Committee must issue its decision in writing
25 within (5) working days from the time of the meeting between it and the grievant.
26 Failure to issue the written decision within the five (5) working day period
27 shall cause the decision to be in favor of the grievant.

28
29 If the grievant or the Township is dissatisfied with the results of the
30 decision of the joint Association-Township Committee, the Association or the
31 Township shall have the right to proceed to binding arbitration.

32
33
34 D. BINDING ARBITRATION: Notice of intent to proceed to binding arbitra-
35 tion must be given by either party to the other within ten (10) working days
36 of receipt of the decision of the joint Association-Township Committee. The
37 parties agree to be bound by the rules, regulations and procedures of the New
38 Jersey Public Employment Relations Commission concerning the method of choosing
39 an arbitrator. The cost of binding arbitration is to be borne by both sides
40 on an equal basis. Any other costs are to be borne by the parties incurring
41 the costs. The decision of the arbitrator shall be final and binding on all
42 parties.

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4 E. PERSONNEL FOLDERS: All material placed in the personnel folder of
5 the grievant during the grievant's utilization of the grievance procedure will
6 be moved therefrom except for the final written disposition of the grievance.
7 Each individual member of the negotiating unit has the right to review the
8 contents of his personnel folder at any time during office working hours.
9 After personnel action is taken, the member may, upon request, have all deti-
10 mental correspondence or reports removed and returned to the member based upon
11 the following schedule:

12 1. Official letter of reprimand - 12 months provided there is no reoccur-
13 ance.

14 2. Matters subject to Civil Service action shall, in accordance with
15 Civil Service regulations, not be removed from personnel folders.

16 3. Investigated citizen letter - 2 months but only with officer's notifi-
17 cation of such placement and only if substantiated.

18 4. An officer may place in his file any related documentation, (i.e.
19 education, specialized training or activities.

20
21 F. RIGHT OF REPRESENTATION: All grievants shall have the right to be
22 accompanied by an attorney and/or a representative of the Association at all
23 levels of the grievance procedure. Any costs associated with this are borne
24 by the grievant.

25
26 G. DISCIPLINARY MATTERS: The negotiated grievance procedure shall not
27 be used for any disciplinary hearings wherein the Civil Service Procedures
28 or NJSA 40A:14-147 through 151 are invoked.

30 9. UNIFORMS, EQUIPMENT AND PERSONAL ARTICLES

31
32 A. The presentation of the proper image to the general public is of prime
33 importance to police operations. In order to insure that all uniforms are
34 identical and replacement uniforms are issued in a timely manner, the Township
35 will continue to provide the first issuance and replacement issuance of uniforms
36 and required equipment. The initial issue shall consist of five (5) winter
37 uniforms and five (5) summer uniforms. Each member will receive an annual
38 uniform allowance of \$700.00. The member will receive a check for the \$700.00
39 on the first pay in May. All members must provide the police administration
40 with receipts of all uniform purchases up to \$700.00 for each contract year.
41 All receipts must be received by the Director of Public Safety/Chief of Police
42 by December 31 of each year. Members failing to produce receipts for the full
43 amount will have the amount not used deducted from the next contract years
44 allowance. All uniforms must comply with the Mount Holly Police Department
45 policy general order 91-1.

46 After a new member has received his initial issue, he will receive, on
47 a pro-rated basis, \$48.33 per month uniform allowance for every month following
48 his first twelve months of service. These checks will also be received on
49 the first pay in May.

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4 All uniforms purchased with the allowance are to be property of Mount
5 Holly Township and are to be returned at the time of retirement or termination.
6

7 Detectives shall receive an annual clothing allowance of \$1,100 in 1991
8 and 1992 in recognition of their need for civilian wearing apparel, no later
9 than the 2nd pay in January. Officers temporarily assigned to the Detective
10 Office shall receive \$50.00 per month and cleanings as necessary for their
11 civilian wearing apparel while so assigned, subject to the approval by the
12 Chief and/or Director of Public Safety.
13

14 The annual uniform allowance shall provide for the items listed on the
15 Uniform Schedule. The Township shall be responsible for establishing the minimum
16 standards of all uniforms and equipment obtained through this allowance. These
17 minimum standards shall be based on current specifications. Any new items
18 not previously issued, made part of the standard equipment for all officers,
19 shall have the initial issue provided by the Township and not deducted from
20 the uniform allowance.
21

22 B. To provide for proper cleaning of Township issued uniforms and detec-
23 tive's civilian wearing apparel, the Township shall provide for cleanings as
24 necessary at local establishments as provided through the public bidding laws.
25

26 C. The Township will provide, as a part of Item B above, the necessary
27 services for the repairing or replacement of uniforms or detective's wearing
28 apparel and/or issued equipment.
29

30 D. In recognition of the investment that the Township has in an official
31 uniform, and in order to prevent uniformed off-duty officers from receiving
32 requests for assistance from the general public that they cannot fulfill, the
33 Township-supplied uniforms will not be worn on secondary employment positions
34 except when specifically approved by the Chief of Police and/or Director of
35 Public Safety or his authorized designee.
36

37 E. In recognition of the fact that certain items have a limited and fixed
38 life expectancy, the Township agrees to adequately maintain a replacement plan
39 whereby all soft body armor vests shall be replaced after five (5) years of
40 use and all sidearms shall be replaced after ten (10) years of use subject
41 to financial ability by the Township. Replacement of these items shall be
42 considered maintenance and shall not be deducted from the uniform allowance
43 and shall be properly budgeted for and planned in time for prompt replacement
44 at the specified intervals.
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4 F. In order to protect police personnel from financial hardship due to
5 the damage or loss of personal articles, the Township will pay for such damage
6 or loss of personal articles, up to \$500 per article, provided that the damage
7 or loss occurred while the member was engaged in the active pursuit of official
8 police duties provided that these damages are not otherwise compensated by
9 the member's insurance. Excluded from reimbursement would be loss of cash
10 and credit cards. In addition, damage to a member's residence or automobile
11 caused by persons attempting to intimidate members or retaliate for official
12 actions of members shall be reimbursed by the Township provided that these
13 damages are not otherwise compensated by the member's insurance. The maximum
14 reimbursement will be \$500. All claims for repayment must be made in writing
15 and with adequate explanatory information on the cause of the damage or loss
16 within thirty (30) working days of the incident or its knowledge.
17

18 10. WORKING CONDITIONS

19
20 A. The work schedule for the patrol unit is four (4) days on/two (2)
21 days off with each day being an 8½ hour tour of duty.
22

23 (1) In recognition of the reduced working hours of the four and two sched-
24 ule, patrol personnel are required to attend two (2) firearm training sessions
25 a year. Each session will be six hours long for a total of twelve hours.
26 These twelve hours will be deducted from the time owed the Township (In-Service
27 Training). Officers who fail to attend the firearms sessions due to vacation,
28 illness or any other excused absence, must make this time up in another form
29 of training within the calendar year. Any time over the twelve hours will
30 be paid at time and one half.
31

32 (2) In the event of an employee missing his break, he shall be credited
33 one (1) hour against his in-service training hours. This credit is a maximum
34 of two (2) hours per month, to be approved by the patrol commander.
35

36 (3) A schedule will be maintained and posted in the Squad Room through
37 the year advising the members of the status of time owed the Township immedi-
38 ately after each range date.
39

40 B. The working shifts for the patrol unit shall be:

- 41 1. 7:30 a.m. to 4:00 p.m.
- 42 2. 3:30 p.m. to 12:00 a.m.
- 43 3. 11:00 p.m. to 7:30 a.m.

44 Any specialist otherwise assigned will be assigned in a reasonable manner.
45 A specialist is a voluntary position as agreed upon by both parties.
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4 These shifts will not be permanently changed without negotiation with
5 the Association and agreed by the parties. No employee shall be required
6 to work more than one tour of duty within a 24-hour period unless minimum
7 manpower strength cannot be maintained. The work schedule shall be posted
8 four (4) months in advance. An employee whose hours are subsequently resched-
9 uled on a temporary basis shall be given a minimum of forty-eight (48) hours
10 notice of any change, said notice given by a supervisor. Otherwise, the re-
11 scheduled shift shall be at the overtime rate. No officer shall be scheduled
12 to work more than 8½ hours on a holiday, except in emergency conditions.
13 The Township understands the concern of the MHPDEA regarding seniority and
14 officer assignments. The Township, in all assignments, shall consider the
15 issue of seniority. Should changes be made that affect a more senior member
16 adversely to a less senior member, that senior member shall receive a detailed
17 written explanation as to why seniority was not the determining factor.
18

19 C. All members will be governed by the rules and regulations contained
20 in the Police Policy Manual dated September 30, 1977 unless revised and adopted
21 by the Township Council. It is not withstanding anything to the contrary,
22 no terms or conditions of employment shall be modified without prior negotia-
23 tions with the Association. The contract shall supercede any updated version
24 of each manual. Same is to be located in the Police Records Room for access
25 to all employees.
26

27 D. The Township agrees to designate the first floor (basement) men's
28 room for employee's use only and to keep same locked to the general public
29 and provide access for all members to the hallway leading to the locker room
30 area.
31

32 E. The Township agrees to maintain all police equipment to include vehic-
33 les, weapons, building and grounds, office equipment and all other related
34 police equipment used exclusively by the Police Department in a safe, function-
35 al and working condition and will insure to the best of its financial ability,
36 the timely replacement of any defective, hazardous or non-functional equipment
37 or any other equipment deemed necessary to the Chief and/or Director of Public
38 Safety.
39

40 F. Travel, schooling and other required attendance by officers at events,
41 seminars, schools, or legal proceedings caused by his duties and employment
42 with the Township:

43 (1) A Township vehicle shall be provided for all necessary travel
44 whenever possible. In any circumstance where said vehicle is not provided,
45 travel shall be paid for the current Township rate of 25¢/mile. Reasonable
46 lodging, tolls and \$25/diem for meals subject to budget restraints.
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4 G. If any accumulated vacation is to be lost, notice shall be given
5 to the affected party on or near November 1st. With respect to holidays,
6 medical payments or clothing allowance, the Director of Public Safety or his
7 designee shall also notify the affected party on or near November 1st.
8

9 H. The employee shall be advised quarterly of all of his available time,
10 (vacation, holiday, sick, comp time, personal days); quarterly meaning January
11 1st, April 1st, July 1st and October 1st of each year.
12

13 **11. LEGAL REPRESENTATION**
14

15 The Township recognizes its obligation under NJSA 40A:14-155:

16 Whenever a member or officer of a municipal police department or force
17 is a defendant in any action or legal proceeding arising out of and directly
18 related to the lawful exercise of police powers in the furtherance of his
19 official duties, the governing body of the municipality shall provide said
20 member or officer with necessary means for the defense of such action or pro-
21 ceeding, but not for his defense in a disciplinary proceeding instituted
22 against him by the municipality or in criminal proceedings instituted as a
23 result of a complaint on behalf of the municipality. If any such disciplinary
24 or criminal proceeding instituted by or on complaint of the municipality shall
25 be dismissed or finally determined in favor of the member or officer, he shall
26 be reimbursed for the expense of his defense.
27

28 **12. WAGES**
29

30 A. For 1991 and 1992, the Township will pay members in accordance with
31 the attached pay plan subject to the provisions of subparagraph B and Article
32 13 herein.
33

34 The MHPDEA agrees that they will accept from this date on that any yearly
35 increases which goes into affect on January 1st will be paid on April 1st
36 of that year with all salary being paid retroactive to the January 1st date.
37

38 In addition to the salaries listed in the attached pay plan, each full-
39 time member shall receive a bonus paycheck on the first pay of December of
40 each calendar year in the following amounts:

	1991 & 1992
41 Patrolman	\$400
42 Sergeant	\$450

43
44

45 B. Members of the Association shall be evaluated yearly pursuant to
46 the evaluation format agreed to in 1988 under the terms of the 1987-1988 agree-
47 ment which provided for the development of a new evaluation format. This
48 evaluation is not to be used in any way to determine wages. A copy of the
49 evaluation is attached at the end of this contract.
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4 C. Any police officer assigned in a full-time capacity as a detective
5 shall receive the following as a salary differential in lieu of any other
6 compensation whether such compensation in the past has been vacation pay,
7 leave, compensatory time or any other similar compensation.

8 Detectives - \$1,500 in 1991 and 1992
9

10 D. One (1) year prior to retirement, holiday pay, medical reimbursement,
11 uniform allowance, college credits and Christmas bonus shall be added to the
12 base salary. This is to be done only with notice in December prior to your
13 last full year of service. This letter shall be binding as a letter of retire-
14 ment.
15

16 13. LONGEVITY 17

18 In order that the employees who have remained at the maximum pay rate
19 of a grade for a number of years without a salary adjustment receive some
20 compensation beyond that fixed for the pay grade, the following three-step
21 longevity pay plan is hereby adopted:

22 When an employee has remained at the maximum pay rate of one or more
23 grades for forty-eight (48) months of service, longevity increment "A", (5%)
24 of the attached pay plan shall be paid in addition to the maximum established
25 rate of the grade. Longevity increment "B" (10%) shall be paid when an employee
26 has been in a maximum pay rate of one or more grades for one-hundred eight
27 (108) months of service. Longevity increment "C" (15%) shall be paid when
28 an employee has been in the maximum pay rate of one or more grades for one-
29 hundred sixty-eight (168) months of service.

30 The longevity increment for all employees who are eligible during the
31 calendar year shall be paid simultaneously with the salary advancement noted
32 in Paragraph B above.

33 The longevity payment shall be incorporated into the base pay of those
34 at the top step who are eligible for longevity and be paid as part of the
35 regular salary intervals.
36

37 14. OVERTIME 38

39 A. Except as otherwise provided for holidays, the Township will pay
40 time and one-half for the following assignments:

41 (1) Employment in excess of 8½ hours for one continuous tour of duty will
42 entitle the member to overtime pay in thirty minute increments.

43 (2) For a second scheduled tour of duty in a twenty-four (24) hour period
44 except on those days when the shift assignments rotate.

45 (3) For court appearances during off-duty hours for other than Mount
46 Holly Municipal Court.

47 (4) For one Mount Holly Municipal Court appearance per month for those
48 officers assigned to the 11:00 pm to 7:30 am shift, three (3) hours minimum.
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4 (5) For rescheduled court cases when the rescheduling is not due to the
5 police officer's absence.

6 (6) For other unusual circumstances when so approved in advance by the
7 Chief/Director of Public Safety or his designee.

8 (7) Compensatory time in lieu of overtime will be computed at one and
9 one-half times the hours earned; however, this leave is to be taken at the
10 convenience of the department.

11 (8) Whenever a member, if called in from an off-duty status, where call-
12 in has not resulted from malfeasance or nonfeasance of the member, he shall
13 receive a minimum of two (2) hours overtime pay, unless such call-in is for
14 the time between midnight and 8:00 am, then the member shall receive a minimum
15 of three (3) hours overtime pay.

16 (9) Overtime pay will not be given to an officer who is on sick leave,
17 suspension or an unexcused absence on the preceeding or succeeding shift.

18 (10) Officer assigned to Municipal Court as the court officer shall receive
19 a minimum of four (4) hours overtime.

20 (11) Overtime is to be computed to the nearest thirty (30) minutes.
21

22 B. Anytime an overtime slip is refused for any reason, the officer will
23 be notified with an explanation as to why it was refused within forty-eight
24 (48) hours.

25 26 15. EDUCATION REQUIREMENTS AND BENEFITS 27

28 A. In order to encourage police officers to obtain education the Township
29 will provide, as an incentive, a bonus of \$1.00 per credit hour per month
30 for each credit hour obtained in police related courses and/or courses required
31 in obtaining a degree in Police Administration or Science, to a maximum of
32 \$64.00 per month. This bonus will be paid in July for those credits through
33 June of that year. To receive this payment, a transcript must be submitted
34 documenting courses taken and credits earned.
35

36 B. In recognition of professional standards and the need to provide
37 adequate training to satisfy the obligations and functions required of a Police
38 Department and its personnel, the Township agrees to maintain the following
39 level of certified instructors and training to insure the competence and abil-
40 ity of personnel to properly perform their assigned tasks and duties, subject
41 to the Township's budgetary constraints.
42

43 Certified Instructors:

- 44 (a) PR-24 - 1
- 45 (b) Radar - 3
- 46 (c) Firearms - 3
- 47
- 48
- 49

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4 Members trained or certified in specific fields:

- 5 (a) Radar - all
6 (b) Breathalyzer - 6
7 (c) Traffic Safety/Accident Investigation - 2
8 (d) Armorer - 1
9 (e) Arson Investigation - 1
10 (f) Tactical Operations - 1
11 (g) Fingerprint ID - 1
12 (h) Juvenile - 1
13 (i) Photography/Video - 1
14 (j) Tactical Weapons - 5
15 (k) CPR/First Aid - All
16 (l) Canine - 1
17

18 C. The Chief/Director of Public Safety shall turn over to the Association
19 each month a listing of all available schools, seminars or courses he has
20 received notice of or has been made aware of for posting.
21

22 **16. LEAVE PROVISION**

23
24 **1.) DEFINITIONS:**

25
26 A. The term "year", as used herein, shall be deemed to be a calendar
27 year from January 1 to December 31.
28

29 B. The term "day" shall be a normal tour of duty and shall be calculated
30 in terms of hours worked by the employee. All leave shall be credited and
31 utilized in hourly increments.
32

33 **2.) LEAVE CALCULATIONS:**

34
35 Each employee will receive full leave credit at the commencement of the
36 calendar year in which the member's employment anniversary occurs. If the
37 member terminates during the year, the leave will be recalculated according
38 to the actual time served. To receive credit for annual leave, a member must
39 be in active work status. The employee will be paid for unused vacation leave
40 subject to the provisions of this contract. The employee will reimburse the
41 Township for all leave advanced to him that was not earned prior to his tem-
42 ination.
43

44 **3.) HOLIDAYS:**

45
46 Full-time personnel will receive the following holidays with pay. Desig-
47 nated holidays must be taken within twelve (12) months of the date they occur.
48 However, if in the opinion of the Chief/Director of Public Safety they cannot
49 be taken without hindering the department's operations, then the member may
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4 be reimbursed for unused holidays at time and one half rate. This section
5 applies only to the recognized parties herein.
6

7 If a holiday should occur when an employee is on a paid leave of absence,
8 he will be paid for the holiday and it will not be charged to his leave time.
9

10 OFFICIAL HOLIDAY SCHEDULE

11
12 New Year's Day Columbus Day*
13 President's Day Veteran's Day
14 Good Friday* Election Day*
15 Easter Thanksgiving & Day After*
16 Memorial Day Christmas Eve*
17 Independence Day Christmas Day
18 Labor Day Martin Luther King Day*
19 The Member's Birthday*
20

21 If an employee is on a leave of absence without pay on the days before
22 and after a holiday, he will receive no pay credit for the holiday. However,
23 should he return to his employment the day before, or the day following, a
24 holiday, he will receive pay credit for the holiday. If on the day of an
25 assigned holiday a member works on an overtime status, he will receive double
26 compensation for his overtime work.
27

28 A member shall have the option of exchanging a holiday for his regular
29 salary. The member shall be paid for floating holidays upon request on the
30 second pay in January. The remaining holidays may be paid for on the second
31 pay in July if requested for that calendar year. Any requests shall be made
32 in writing by the first pay in January and the first pay in July.
33

34 (*) Denotes a floating holiday which can be used or paid for prior to
35 the date actually occurring.
36

37 **4.) VACATION LEAVE:**

38
39 Vacations: Permanent full-time personnel will receive vacations with
40 pay at such time as the department head determines will not interfere with
41 the efficient operation of the department.
42

43

<u>Years of Employment</u>	<u>Days Vacation</u>
1991 & 1992	
0 through 1	1 day per month of employment
after 1 through 5	19 days per year
6 through 10	22 days per year
after 10 through 20	27 days per year
21 and over	32 days per year

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4 Unused vacation may be accumulated beyond the calendar year in which
5 it is earned but must be used during the following two (2) years. Leave taken
6 is automatically charged against the earliest leave available to the employee.
7

8 A. Primary Vacation: Shall be vacation leave for four (4) to eight
9 (8) consecutive working days. Request for primary vacation shall be submitted
10 between November 1 and December 20 of the previous year. Seniority and rank
11 shall apply to the order of issuance. The listing for primary vacation slots
12 so allocated shall be posted on or before December 31. An overlap of not
13 more than four (4) days may be allowed for any two (2) officers requesting
14 primary vacation.
15

16 After posting of final listing, allocated primary vacation may not be
17 altered, cancelled or changed without the express approval of the members.
18

19 B. Non-primary Vacation: Requests for long range advance vacation leave
20 of less than four (4) days shall be submitted by the member, in writing, a
21 minimum of sixty (60) days in advance. Such requests shall be approved or
22 denied within four (4) working days in written communication to the member.
23

24 (1) Requests for vacation days not within sixty (60) days in advance
25 must be submitted by the member to his immediate supervisor and will be subject
26 to seniority privileges.
27

28 (2) The member will have the option of cashing in five (5) vacation days
29 each year as of the first pay of July. This would be paid at straight time
30 rate.
31

32 **5.) PERSONAL DAYS:**
33

34 In 1991 and 1992, the employee will be entitled to three (3) personal
35 days by calling in 24-hours in advance. These days shall not be taken on
36 any holiday recognized herein. Personal days may not be carried over from
37 year to year. Days may only be taken on a daily basis. Only one person per
38 shift may be off on a personal day.
39

40 **6.) SICK LEAVE:**
41

42 Full-time employees shall be entitled to one (1) day of sick leave credit
43 for each month worked during the remainder of the calendar year following
44 full time appointment and fifteen (15) days sick leave credit in each year
45 thereafter.
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4 Sick leave, for the purpose of this paragraph, is defined as absence
5 from work because of illness, accident, exposure to contagious disease, atten-
6 dance upon a member of the immediate family who is seriously ill and requires
7 the employee's care or attendance. The parties acknowledge that sick leave
8 can be taken for a non-physical illness such as stress.
9

10 A certificate from the employee's physician may be required; or, if the
11 absence is because of the need for attending to a member of the immediate
12 family, a certificate from the physician in attendance may be required by
13 the Township Manager whenever such requirements appear reasonable. In addition,
14 a certificate from the employee's physician will, in any event, be required
15 if the employee is absent due to illness for more than three (3) consecutive
16 days, more than six (6) days in a two-week period or more than fifteen (15)
17 calendar days in one year. In case of an illness of chronic or recurring
18 nature causing an employee's periodic or repeated absence from duty for one
19 day or less, only one medical certificate shall be required for every six
20 (6) month period as sufficient proof of need of leave of absence of the
21 employee; provided however, that the certificate specifies the nature of
22 the illness, identifies its adverse symptoms and states that the chronic or
23 recurring nature of the illness is likely to cause subsequent absences from
24 employment.
25

26 Unused sick leave will be accumulated to the credit of the employee from
27 year to year, to be used when needed but in no instance shall the payback
28 at retirement be more than fifty-five (55) days.
29

30 **7.) BEREAVEMENT LEAVE:**
31

32 Five (5) days bereavement leave will be granted when death occurs in
33 the immediate family, namely: the death of a spouse, child, parent, mother
34 or father-in-law, brother, sister, brother or sister-in-law, grandparent or
35 grandchild of the employee. If the employee must travel out of state, one
36 extra day will be allowed for travel. This leave must be used for the purpose
37 of handling necessary arrangements and attendance at the funeral in question.
38 In the case of death of spouse or child additional vacation time may be awarded
39 to the employee.
40

41 **8.) MILITARY LEAVE:**
42

43 In accordance with the provisions of statutes, employees who are members
44 of the National Guard, required to undergo annual field training, shall be
45 entitled to leave of absence with pay for the duration of field training.
46 Such employees will be paid during a period of local emergency when ordered
47 to active duty for a period not exceeding two (2) weeks.
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4 Employees who volunteer or are ordered into the armed forces during time
5 of war may be granted military leave without pay for the period of actual
6 military service with the right to return to the employee's position upon
7 release from active duty.
8

9 **9.) MATERNITY LEAVE:**
10

11 A maternity leave of absence must be requested in writing and may be
12 taken for a period of only one (1) calendar month from the date of birth of
13 the infant. Accumulated sick leave may be utilized during pregnancy, prior
14 to the birth of the child, when a physician's certificate is furnished indicat-
15 ing that the employee is unable to work for reasons of health and during the
16 maternity leave upon presentation of a physician's certificate and after avail-
17 able vacation time has been exhausted. Available vacation time may also be
18 used during the prenatal period.
19

20 Payment for accumulated sick leave used during a maternity leave of ab-
21 sence cannot be made until the employee has returned to work. The Township
22 cannot guarantee to hold the employee's position open beyond expiration date
23 of the maternity leave of absence.
24

25 Male members, upon the birth of a child, shall be granted the use of
26 ten (10) sick days for maternity leave with pay, unless there is an emergency.
27 However, if there is a family emergency concerning this section, additional
28 time off, using vacation leave, may be granted.
29

30 **10.) JURY DUTY:**
31

32 Employees who are summoned for service as Jurors will be excused, without
33 charge to leave time, on days they are required to be present in court. If
34 the employee is not required to be present for jury duty for the entire work
35 day, he must return to work immediately upon dismissal.
36

37 **11.) LEAVE OF ABSENCE WITHOUT PAY:**
38

39 Upon recommendation of the employee's supervisor, the Township Manager
40 may grant a leave of absence without pay to a permanent employee of the depart-
41 ment for a period not exceeding six (6) months at any one time.
42

43 **12.) INJURY LEAVE:**
44

45 Employees who are injured in the line of duty and must be absent from
46 work and who supply a medical certificate substantiating that the injury pre-
47 cludes their performing work shall be given injury leave with pay.
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Injury leave shall be denoted on all records and shift schedules by an "I" and shall not be deducted from regular accumulated sick leave nor used in evaluations. Those injuries which are chronic or repetative in nature, causing the employee to miss work on an irregular basis due to pain or discomfort associated with those injuries, shall also be listed as injury leave as long as they are substantiated by a Township doctor's certificate and the employee is under continuing doctor's care for the original injury. The Township shall maintain a list of Township physicians to include a medical doctor, an orthopedic specialist and a chiropractor.

13.) CARDIAC/MEDICAL EVENT:

Any member of the Association who suffers a cardiac/medical event which is work related shall have that disability treated as an on-the-job injury and that officer shall be entitled to receive full pay and benefits for up to one (1) year.

In order to determine whether the cardiac/medical event is work related, the employee shall be medically examined and the determination of the physician shall be binding and final on all parties. For the purpose of this Agreement, the physician making the determination shall be a recognized specialist in his field. The physician shall be mutually agreed upon and the cost split between the employee and the Township.

14.) SHOOTING INCIDENT/SEVERE TRAIOMATIC EVENT:

Due to the severe mental stress of a shooting incident, or other traumatic incident in which life is lost or severe injury results, the Township will provide psychiatric treatment to include evaluation, counselling and any therapy deemed necessary by the attending physician if so requested by the member involved. All such medical records shall be kept confidential between the member and the doctor. Following said event(s), an officer shall be granted four (4) working days off with pay, providing that there are no injuries which require injury leave. Any emotional disorders arising from said incidents shall be treated as an on-the-job injury and treatment shall be provided as and when necessary. There shall be a periodic review of any treatment after every three (3) month interval. The review shall be between the physician, the Township Manager or his designee and one representative of the MHPDEA or its designee to determine the need for further treatment.

For records purposes, the use of sick leave, injury leave or other disability leave shall be used even if the member is on vacation, holiday, comp or any other type of leave as specified within this agreement and so denoted in the records so as not to deprive the member of accumulated leave time due to illness or disability.

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4 17. MEDICAL BENEFITS
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6 A. The Township shall provide the following medical insurance for each
7 full time employee, spouse and child: Blue Cross/Blue Shield, Medallion Pro-
8 gram or an equivalent plan provided by another insurance providing same or
9 equal benefits, such as HMO Medical Plan. Any changes shall be done only
10 after first consulting with MHPDEA officials. The full payment of a medical
11 plan is based on the Blue Cross Medallion Program. If any other health plan
12 costs more, the member pays that additional payment; however, they may use
13 their medical payment to pay these costs. If the alternative health plan
14 costs less, there is no payment to the member of the difference. Any payments
15 of the additional costs will be deducted from the medical payment and not
16 the member's salary.

17 B. A dental plan shall be provided by the Township to the members of
18 the MHPDEA at Township expense.

19 (1) Insurance Buy-Back
20

21 For the benefit of those members who have spouse or other family members
22 enrolled in a family medical plan whereby the member is also covered, the
23 member may elect to abstain from the plan and shall receive a sum of 70% of
24 the value of the Township's cost of the plan. Members may rejoin the medical
25 plan at open enrollment paying any differential in premiums. To be covered
26 by this clause, the member must have been enrolled as of July 1, 1987. Reim-
27 bursement will be paid by the second pay in July of each year. Notification
28 to the Township must be made by November 30 of the prior year.
29

30 C. The Township shall make \$500.00 per unit member available as a family
31 medical allowance to pay for verifiable medical expenses which are not other-
32 wise covered by insurance. These funds are not transferable from member to
33 member and any unused portion of the annual funds allocated to any unit shall
34 not carry into the next year.
35

36 Receipts or legible copies and proof of payment shall be submitted by
37 the member indicating services were received and paid for by the member.
38 The member shall be reimbursed within one month for any bills over \$100 or
39 any total of bills over \$100. In the event that the one month reimbursement
40 schedule cannot be met, a notice will be sent to the person submitting the
41 bill. Bills for amounts less than \$100 shall be held for payment until that
42 amount is reached. Members may have 50% of their costs of a gym paid for
43 out of the medical reimbursement.
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18. INDEMNIFICATION OF MEMBERS

The parties agree that Law Enforcement Professional Liability Insurance coverage currently provided by the Township of Mount Holly, shall be incorporated herein and its provisions effective for the balance of the life of said policy.

In the event that the Township shall find it necessary to obtain other insurance coverage, in the form of Personal Injury Liability Insurance, the provisions and coverages of said subsequent policy shall be applicable to the members, so long as said coverage shall not result in any additional cost to said members or reduce the coverage presently provided.

In the event the Township determines that it does not wish to obtain said insurance coverage, it shall indemnify the members and hold the harmless in accordance with the terms of the policy currently in effect, as if said insurance policy remained in effect.

19. SEPARABILITY AND SAVINGS CLAUSE

A. The Township and Association recognizes the authority of Federal and State governments dealing with economic controls. Therefore, salary or wage increases or other economic changes will be implemented to the extent that such implementation is not prohibited by law.

B. If any provisions of this Agreement or any application is held to be invalid by legislative changes or by a court of competent jurisdiction, all other provisions of the Agreement shall not be effected thereby and shall continue in full force and effect.

20. DEATH BENEFITS

A. Death in the line of duty shall, for the purpose of this Agreement, refer to any death while actively performing normal duties or any death arising out of direct performance of duties.

(1) The Township shall pay for and provide all necessary services for a funeral, uniformed or private, at the family's preference, over and above what Worker's Compensation pays.

(2) Payment of full salary and all benefits stated within this agreement, to surviving spouse and family for six (6) months from date of occurrence.

(3) Payment of all benefits, to include any remaining funds in medical allowance, uniform allowance, holiday, vacation, comp time and any other item herein listed in this agreement, consistent with limitations in the contract currently in force.

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(4) Continuation of group medical insurance and allowance to surviving spouse and family for up to thirty (30) months, unless remarried. After this time has elapsed, spouse may elect to pay for the insurance at the group rate.

(5) Payment of fees for an attorney and CPA to assist spouse in obtaining all insurances and benefits they are entitled to under the provisions of this contract and applicable laws and to settle the estate, not to exceed \$1,000.

21. RETIREMENT

A. RETIREMENT DEFINED:

Retirement, for the purpose of this agreement, shall mean service retirement, special retirement, ordinary disability retirement, deferred retirement, mandatory retirement, accidental disability retirement, or any other form of retirement as defined by statutes and regulations governing the New Jersey Police and Firemen's Retirement System.

B. OTHER RETIREMENTS:

1. In the event of other types of retirement as listed under RETIREMENT DEFINED, the member:

(a) upon retirement, shall be presented with his breast badge along with a wallet badge and ID card, listing the member as retired.

(b) shall be eligible to retain his/her insurance coverage at the group rate, said rate to be paid by the individual.

(c) upon retirement, the personnel folder of the member shall be either turned over to the member, destroyed at his request or sealed and not released to any outside parties without the express written approval of the member.

22. COMMUNICATIONS

All written communications, those communications in writing from members to any supervisor, superior officer, other officer, or Township official or officer requesting action, notification or reply, shall be forwarded to the addressee in a prompt manner.

All written communications requesting reply, action, notification or otherwise requiring return communication indicating an answer for confirmation of action, shall be answered by the addressee in writing within five (5) working days.

The grievance procedure will not apply to this section.

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23. EXCHANGE OF TOURS

A. The Chief/Director of Public Safety or his designated representative, at their sole discretion, may grant reasonable requests of employees to exchange tours of duty with other members. Trades by ranking officers must be done with a member who has a minimum of five (5) years duty, provided the request is with the mutual consent of both employees concerned.

B. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would diminish the effectiveness of the Police Department or the efficiency of the operations.

C. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would entitle either employee to receive overtime.

D. In the event that an officer who exchanges a tour of duty with another officer who fails to report to duty or call in that he is sick, the officer scheduled for replacement will be considered on sick leave for the amount of time absent. Any abuse may be subject to disciplinary action.

24. OUTSIDE EMPLOYMENT

The parties agree that any outside employment engaged in by the membership of the Association will be controlled by the Association. This will involve any and all scheduling and negotiation of compensation. It is agreed that in the process of negotiation, that one (1) member chosen by the Association and one (1) of the Police Department Administration will be present during any discussions. Any process of appeal due to a member's belief that he is being treated unfairly will be handled by the body of the Association.

POLICE

LONGEVITY

	1991						LONGEVITY		
	A	B	C	D	E	F	A	B	C
14P	28,061	29,464	30,937	32,484	34,108	35,813	1,791	3,581	5,372
15P	30,323	31,839	33,431	35,102	36,857	38,700	1,935	3,870	5,805
1992									
	A	B	C	D	E	F	A	B	C
14P	29,815	31,306	32,871	34,514	36,248	38,052	1,903	3,805	5,708
15P	32,218	33,829	35,521	37,297	39,161	41,119	2,056	4,112	6,168

14P = Patrolman

15P = Sergeant