

Borough of Stanhope

Sussex County, New Jersey

- Resolution -

RESOLUTION AUTHORIZING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT WITH PBA LOCAL 138

WHEREAS, the Collective Negotiations Agreement between the Borough of Stanhope ("Borough") and the Policemen's Benevolent Association Local No. 138 ("PBA") expired on December 31, 2016; and

WHEREAS, the Borough and the PBA have been in negotiations for a new collective agreement since that time; and


WHEREAS, representatives of the Borough and the PBA involved in collective negotiations have reached an agreement on terms and conditions for a new collective negotiations agreement and have recommended those terms to the full membership of the PBA and the governing body of the Borough of Stanhope for approval; and

WHEREAS, it has been determined by the Mayor and Council that the terms agreed to by the parties, which are contained in a written memorandum of agreement, for the period from January 1, 2017 through December 31, 2020, will provide a fair and reasonable level of benefits and compensation for Borough employees who are members of the PBA bargaining unit for the next four (4) years; now therefore

IT IS HEREBY RESOLVED this 23rd day of May, 2017, that the Mayor and Borough Council hereby approve the terms of the Memorandum of Agreement negotiated between the Borough and the PBA; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to sign any and all contracts, agreements or amendments necessary to effectuate these approved terms and conditions.

I hereby certify this is a true copy of the Resolution by the Mayor and Council of the Borough of Stanhope on May 23rd, 2017.


Ellen Horak, Borough Clerk

AGREEMENT

BETWEEN

THE BOROUGH OF STANHOPE

AND

PBA LOCAL 138

(STANHOPE BOROUGH UNIT)

JANUARY 1, 2017 THROUGH DECEMBER 31, 2020

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AGREEMENT

THIS AGREEMENT entered into this 23RD day of MAY, 2017 by and between the Borough of Stanhope, a municipal corporation located in the County of Sussex and the State of New Jersey, hereinafter referred to as "the Borough" or "Employer", and the PBA Local 138 of the Borough of Stanhope, being an association of all the policemen of the rank of Sergeant or below, which are affected by this agreement, which said collective body is hereinafter referred to as the "Association".

WITNESSETH that:

SECTION I - Term and Renewal.

The term of this agreement shall be for the period January 1, 2017 through December 31, 2020 and from year to year thereafter, subject to written notice from either party to the other of the desire to change or amend this agreement. To be effective, such written notice must be received by the other party no later than one hundred sixty-five (165) days prior to the Borough's statutory budget submission date. The foregoing is derived from the Public Employee Relations Commission Regulations. In the event the applicable statute and/or regulations change, this Section shall be deemed to have been amended to conform with same.

In the event that written notification has been received and no agreement has been reached by the end of the term of this agreement, the provisions then in effect shall remain in full force until a subsequent agreement is legally adopted.

SECTION II - Applicability.

For the purposes of this Agreement, the term "Police Officer" or "Employee" shall be defined as a full time uniformed police officer employed on a permanent basis. Special police, matrons, crossing guards, clerks, and officers above the rank of Sergeant are expressly excluded.

SECTION III - Salaries.

a. The base annual salaries of all employees covered herein shall be as set forth in the Step Guide in Appendix "A" hereof, and in accordance with the 2017, 2018, 2019 and 2020 salary ordinances. Payment in accordance with the rates therein shall begin in a pay period as soon as possible following final adoption of the budget, and shall be retroactive to the beginning of the pertinent calendar year.

b. Salaries for officers at Step 1 thru 6 of the Salary Guide and at the Sergeants' Step ~~only~~ will receive increases as follows:

January 1, 2017	-	1.25%
January 1, 2018	-	1.50%
January 1, 2019	-	1.75%
January 1, 2020	-	2.00%

c. The salary is based on 84 hours in a 14 day cycle. Overtime shall be defined as hours worked in excess of 84 hours in a 14 day cycle. All overtime provisions shall be subject to the requirements of the Federal Fair Labor Standards Act and any applicable U.S. Department of Labor administrative regulations.

d. With respect to sick leave, holiday leave and vacation leave benefits, all benefit days as defined in Section VII, Section VIII and Section X herein, Officers employed by the Borough of Stanhope prior to January 1, 2017 shall be calculated as twelve (12) hour periods for Pitman Work Schedule purposes. As an example, an employee eligible for fifteen (15) days of sick leave under Section X shall be eligible for 180 hours of sick leave under the Pitman Schedule. Officers employed after January 1, 2017 shall have sick leave, holiday leave and vacation leave benefits calculated as eight (8) hour time periods for Pitman Work Schedule purposes. As an example, an employee eligible for fifteen (15) days of sick leave under Section

X shall be eligible for 120 hours of sick leave under the Pitman Schedule.

e. Sick leave, holiday leave and vacation leave benefits, as defined in Section VII, Section VIII and Section X shall be converted to hours for the purposes of requesting time off. Minimum increment will be one (1) hour.

All overtime must be expressly approved by the Chief of the Stanhope Police Department.

SECTION IV - Step Guide.

a. Officers who are not graduates of an accredited New Jersey Police Academy hired on or after January 1, 2005 shall be placed on Step 1A of the Salary Guide for the duration of their Police Academy training. At the completion of their academy training, they will move to Step 1B, where they will remain for the duration of their 12-month working test period. At the conclusion of the working test period, the Officer will move to Step 2 and, the Officer will move to each new step on the Salary Guide on the anniversary date of their initial hire.

b. A newly hired Officer, who has completed an accredited New Jersey Police Academy, shall enter at Step 2 or higher, depending on his years of experience, but under no circumstances, higher than Step 4.

SECTION V - Stipends.

Detective stipend shall remain at \$2,100.00 for the term of this agreement.

SECTION VI - Longevity.

Each officer shall receive a salary supplement based on years of service according to the following schedule:

YEARS OF SERVICE	PATROL OFFICERS	SERGEANTS
8-12	\$3,300	\$3,600
13 and over	\$4,100	\$4,400

Longevity will be paid in equal increments based on the current pay period schedule.

Officers hired after January 1, 2011 will not be eligible for longevity.

SECTION VII - Vacation Leave

Paid vacation leave shall be accrued according to the following schedule:

- a. One calendar week upon completion of six (6) months service; and a second week after (12) months service
- b. Two calendar weeks annually thereafter up to seven (7) years of service.
- c. Three calendar weeks annually beginning in January following the completion of seven (7) years of service and up to fifteen (15) calendar years of continuous service.
- d. Four calendar weeks annually beginning in January following the completion of fifteen (15) calendar years of continuous service.

A calendar week shall be defined as six (6) working days. All vacation leaves must receive the prior approval of the Chief of Police. No more than one (1) year's compliment of vacation leave may be carried forward into the following calendar year; all time in excess thereof shall be forfeited.

SECTION VIII - Holidays

- a. Officers shall receive thirteen (13) paid one-day holidays accruing at the rate of one and one-twelfth days per month worked.
- b. Officers shall select a day each month to be charged against this provision no later than the last day of the month next preceding, so that should the Chief determine it poses a scheduling conflict, the officer will have sufficient time to select an alternate date.
- c. Holiday time is not cumulative; that is, it may not be carried over into a subsequent year.
- d. There shall be no personal leave days granted other than the time off cited in other provisions of this agreement.

SECTION IX - Temporary Appointment

Employees appointed to a higher grade by reason of action of the Borough Council shall receive compensation commensurate therewith for only the period of said appointment.

SECTION X – Sick Leave

a. Officers shall be entitled to paid sick leave at the rate of fifteen (15) days per year, to be accumulated with no limit thereto. The Borough may require proof of illness whenever deemed reasonable, and will require same after any five (5) consecutive day period.

b. After 25 years of service (pension credit) and upon retirement from the Stanhope Police Department, officers shall be paid unused sick time, not to exceed \$15,000 at regular rate of pay.

SECTION XI - Job Related Injury

Any employee who is unable to work due to job related injury, as determined by a physician selected by the Borough, and for which a compensation report has been duly submitted by the officer to the Borough, will not have time deducted for same from his accumulated sick leave.

SECTION XII - Basic Uniform Issue/Clothing Allowance.

a. Upon hiring, each officer shall be issued the following basic uniform:

- 3-long sleeve shirts
- 3-short sleeve shirts
- 3-pairs of pants
- 2- ties
- 1-pair oxford shoes
- 1-pair boots
- 1-raincoat and hat protector
- 1-winter coat
- 1-light weight jacket
- 1- hat
- 1-garrison belt
- 1-bullet proof vest

b. Additionally, each officer shall be supplied with the necessary clothing and equipment required to complete the academy. OC (pepper spray) and a Baton will be provided to officers as part of the basic uniform issuance. Should OC spray be used in the line of duty by an officer, the Borough will reimburse that officer through voucher procedure for replacement.

c. Each officer shall receive an annual allowance for the purpose of purchasing and cleaning police uniforms, payable during the pay period in January of each contract year. Any officer terminating employment with the Borough shall return all equipment purchased by the Borough. The allowance for term of this agreement shall be \$1,600.00.

SECTION XIII - Meal Reimbursement

Officers attending mandatory training or superior court will be reimbursed for each meal up to a maximum of \$9.00 per meal upon submission of a proper receipt.

SECTION XIV – Funeral Leave

Each employee shall be granted three (3) duty days of bereavement leave in the event of the death of an immediate family member. The immediate family shall be defined as: Parent, Spouse, Child, Sibling, or Father/Mother in-law.

Each employee shall be granted one (1) duty day of bereavement leave in the event of the death of the employee's grandparent.

Bereavement leave time may be utilized for purposes related to the loss for up to (1) one year after the death of the family members listed above.

SECTION XV- Overtime

a. Any time spent by an officer in Superior, County, Municipal or other court in an official capacity shall be treated equally with all other on-duty time for purposes of calculating compensation at straight and overtime rates.

b. Should it become necessary for an officer to work over Eighty Four (84) hours within a 14 day cycle, he shall be compensated for each hour in excess thereof at the rate of time and one-half. Vacation time, sick leave and holidays shall be counted as part of said 84 hours.

c. Compensation paid shall be at the discretion of the Borough in accordance with N.J.S.A. 40A:14-134 at the rate established by subsection "b" hereof.

d. Officers called in to duty by the Chief or his authorized representative shall be paid for at least two (2) hours. The rate of pay for said hours shall be determined by the standard set forth in "b" above.

e. Overtime shall be offered to officers utilizing an equalization procedure which will be outlined in a departmental Standard Operating Procedure, except under emergent conditions.

f. In the event there is an officer working from 2:00 p.m. – 2:00 a.m. and there is an officer scheduled to work "Midnights" (6 p.m.-6 a.m.) and the officer scheduled to work "Midnights" calls out sick, the four (4) hours left uncovered (2 a.m.-6 a.m.) shall be first offered to the officer already on duty working from 2:00 p.m. – 2:00 a.m. for overtime regardless of seniority. In the event, the officer on swing shift does not nor cannot take/do the overtime then "normal" call out procedures prevail. This same rule shall apply to an officer working a 4PM to 4AM shift. This same rule shall also apply to an officer working 6 p.m.- to 6 a.m. when an officer calls out sick for the day shift (6 a.m. to 6 p.m.) and there is a scheduled 7 a.m. to 7 p.m. shift.

SECTION XVI - Off Duty Employment

Officers shall be entitled to outside employment as long as it does not conflict with police duty, but only upon receipt of written permission from the Chief of Police and the Borough Administrator prior to commencement thereof.

SECTION XVII - Tuition

- a. Tuition Reimbursement: All tuition requests for college level, law enforcement related courses must be submitted in writing to the Police Chief for review and consideration before January 1. When the Chief has approved the course, the Borough will reimburse the officer fifty (50%) percent of the Tuition costs only after the Police Chief has received the Officer's grade transcript. The Borough only will reimburse for grades "C" or better.

Upon completion of the degree, the Borough will reimburse the employee the balance of tuition costs.

The Chief will encumber Police Budget Funds to reimburse employees via Borough Requisition. Payment will be itemized on the next available Bills List approved by the Governing Body.

Reimbursement Schedule is as follows:

Associates Degree: Up to five (5) years to attain degree.

Bachelor's Degree: Up to ten (10) years to attain degree.

Graduate Degree: Up to six (6) years to attain degree.

SECTION XVIII - Insurance

- a. The Borough shall provide at its expense hospitalization and major medical insurance plan through the New Jersey State Health Benefits Plan. Effective January 1, 2012 if an employee selects any of the available health plans other than the Direct 15 Plan offered by the New Jersey State Health Benefits Plan he or she must pay the difference in premium cost for that plan above the premium cost for the Direct 15 Plan.

- b. The Borough shall provide at its own expense a dental plan for all employees.

Beginning on or about July 15, 2011 the Borough shall provide dental insurance through the State D.M.O. plan for all employees. The Borough will pay a maximum of \$40.58 per month towards the premium cost for the dental plan selected by the employee. The employee will be responsible for all premium costs above \$40.58 per month.

c. The Borough will reimburse each employee and their dependents for the cost of eyeglass repair and/or replacement, or examination therefore, up to but not exceeding \$175.00 total per employee and said employee's dependents in any one calendar year.

d. The Borough reserves the right to change carriers for medical insurance as long as the plan coverage is substantially similar and both the Borough and the Union agree.

e. Health Benefits Waiver

Employees who waive health benefits will be entitled to \$5,000 or 25% of the cost of the premium to which the employee would be entitled, whichever is less. Employees who are eligible for coverage through their spouse who is in the New Jersey State Health Benefits Plan are not eligible for the waiver provision. Payment of the waiver amount will be made by two equal lump sum payments with one payment to be made in January and the second payment to be made in July. If the officer does not opt out for the entire year the opt-out payment shall be prorated by 1/12th for each month or part thereof of participation.

SECTION XIX - Legal Counsel

Whenever required, the Borough shall provide legal counsel for affected officers in accordance with New Jersey statutory provisions.

SECTION XX - Special Details

All requests for Police services from an outside agency, such as sporting events, strike detail, traffic control for private contractors, board of educations, etc. or any similar business request shall be first offered to sworn, regular Police Officers.

All Officers working special details, shall do so only when assigned to same by the Chief of Police, and shall be compensated for same at Sergeants regular time and one-half overtime rate.

The Borough further agrees that all monies received from such contracting work shall be paid through the employer's payroll process and the Law Enforcement Officer while so employed shall be treated as an employee of the public employer.

The Borough shall establish a policy that any organization requiring such assistance shall make its request therefore to the Chief and pay according to the established scale.

SECTION XXI - Management Rights

a. The Borough hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and invested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights.

1. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to the law.

b. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules or regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the laws of the State of New Jersey and of the United States.

c. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities or authority under R.S. 40A or R.S. 11 or other national, state, county or local laws or ordinances.

SECTION XXII - No Strike Pledge

a. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike, i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment; work stoppage, slowdown, or walkout. The Association agrees that such actions would constitute a material breach of this Agreement.

b. In the event of a strike, work stoppage, slowdown or other job action, it is covenanted, and agreed that participation in any such activity by any employee shall be grounds for disciplinary action which may include suspension or termination.

c. The Association will actively discourage any of its members or persons acting on their behalf from taking part in any strike, work stoppage, slowdown, walkout or other job

action, and make reasonable efforts to prevent such illegal action.

d. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek relief as it may be entitled to have in law or in equity for the injunction or damages, or both, in the event of such breach by the Association, its members or any person acting on its behalf.

SECTION XXIII - Agency Shop

a. If an employee does not become a member of the Association during any membership year (January 1 – December 31) which is covered in whole or in part by this Agreement, said employee shall be required to pay a representative fee to the PBA for that membership year. The purpose of this fee shall be to offset the employee's per capita cost of services rendered by the PBA as a majority representative. Said fee shall be equal to eighty-five percent (85%) of normal membership dues, initiation fees, and assessments charged by the PBA to its own members in a given year.

b. The PBA shall indemnify, defend, and save the Borough against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in the fulfillment of its obligations under this section.

SECTION XXIV - Fully Bargained Provision

a. This Agreement represents and incorporates the complete and final to make understanding and settlement by the parties of all negotiable issues which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Borough and the PBA, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

b. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

SECTION XXV - Grievance Procedure

a. Definitions

1. A "grievance" is a claim by an officer, the Borough Administrator, or the Chief of Police based on the interpretation, application or violation of this Agreement;
2. An "aggrieved person" is the person or persons making the claim;
3. A "party of interest" is the person or persons making the claim and any other person who might be required to take action or against whom action

might be taken in order to resolve the claim.

4. "Officer" or "Police Officer" is a full time officer, including the Sergeants, in the Stanhope Police Department.
5. The "PR&R Committee" is the Representative's Committee on Professional Rights and Responsibilities.

b. The purpose of this procedure is to secure at the lowest possible level equitable solutions to problems which may arise from time to time. Both parties agree that these proceedings will be kept as informal and as confidential as may be appropriate at all levels of the procedure.

c. Grievance. Should any dispute or difference arise between the Borough and the Association or its members as to the application or operation of any provision of this Agreement, both parties shall endeavor to solve same in the simplest and most direct manner. The procedure shall be as follows unless mutually agreed otherwise in writing by both parties:

1. Within ten (10) days of the event giving rise to the grievance, a meeting shall occur between the aggrieved party and the Borough representative (Chief of Police) to try to reach a solution at the lowest possible level. The Chief shall give a written response within five (5) days after the meeting.
2. If the grievance is not settled at the first step, the aggrieved party may petition the Borough for the second step within twenty (20) days after the receipt of the Chief's response. This meeting will then be scheduled within five (5) working days of the receipt of the requesting petition or as may be mutually agreed. This second meeting will include the aggrieved party and/or his representative, the Chief of Police, Borough

Administrator and their legal counsel. The Borough's answer shall be sent in writing to the parties within ten (10) working days of the meeting.

3. If the aggrieved person or the PR&R representative is not satisfied with the handling or the result of the second level response, they may within fifteen (15) days notify the Borough Committee that they wish for the matter to be forwarded to arbitration.
 - a. Within fifteen (15) days of such written notice of submission to arbitration, the Borough Administrator and the PR&R committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by the aggrieved party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
 - b. The arbitrator so selected shall confer with the Borough and the PR&R Committee and hold hearings promptly and shall issue his decision no later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issue are submitted to him. The arbitrator's decision shall be in writing and shall set forth in his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be without power or authority to make any decision that requires

the commission of an act prohibited by or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Borough Administrator and the representative and shall be **BINDING** on the parties.

- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence, expense and cost of the hearing room shall be borne equally by the Borough and the Representative. Any other expenses shall be paid by the party incurring the same.

SECTION XXVI - Severability

If any provision of the Agreement or application thereof to any employee or group of employees is held to be invalid by operation of the law or by a court or other tribunal of competent jurisdiction, such provision and applications shall be inoperative, but all other provisions and applications shall not be affected thereby and shall continue in full force and effect.

SECTION XXVII - Ceremonial Activities

In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Borough will permit at least one (1) uniformed officer of the Stanhope Police Department to participate in the funeral service for said deceased officer. Subject to availability, the Borough will allow said Police representative to utilize a Borough owned Police vehicle while participating in such a funeral service.

Employees participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service, unless otherwise agreed to by the Borough Administrator.

SECTION XXVIII - Signatures


Stanhope Police Contract: 2017-2020
Signature Page

Attest:

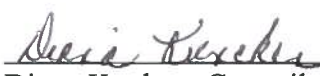


Linda A. Chirip

BOROUGH OF STANHOPE



Rosemarie Maio, Mayor

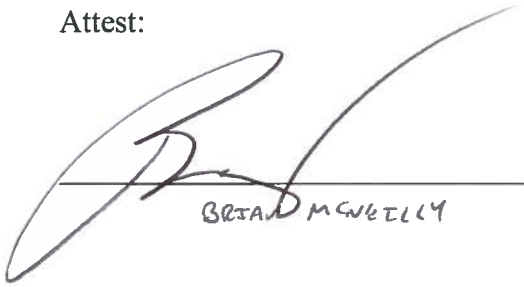


Diana Kunken, Councilwoman




Thomas Romano, Councilman

Attest:



BRIAN MCWETLEY


PBA 138, STANHOPE UNIT



Ptl. William Heater, Representative



Sgt. Ryan Hickman, Representative



Ptl. Kurt Eller, Representative

Appendix A

Salary Step Guide

Stanhope Borough – PBA 138 Contract (2017-2020)

Step	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
1A	\$43,001	43,539	44,192	44,965	45,864
1B	\$44,720	47,543	48,256	49,101	50,083
2	\$58,723	62,430	63,366	64,475	65,765
3	\$65,970	70,134	71,186	72,432	73,881
4	\$73,214	77,836	79,003	80,386	81,993
5	\$80,460	85,539	86,822	88,342	90,108
6	\$90,357	96,061	97,502	99,208	101,192
Sgt.	\$97,018	103,142	104,689	106,521	108,652