

AGREEMENT

BETWEEN

BOROUGH OF MENDHAM BOROUGH POLICE  
DEPARTMENT

AND

MENDHAM BOROUGH PBA LOCAL NO. 384

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JANUARY 1, 2015 THROUGH DECEMBER 31, 2019

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PREAMBLE

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the Borough of Mendham, in the County of Morris, a Municipal Corporation of the State of New Jersey, hereinafter called the “Borough” and the Mendham Borough PBA Local No. 384, hereinafter called “Local No. 384”, represents a understanding of all issues addressed in this contract between the Borough and Local No. 384.

SECTION 1

TERM

This Agreement shall have a term from January 1, 2015 through December 31, 2019. If the parties have not executed a successor agreement by December 31, 2019, then this agreement shall continue in full force and effect until a successor Agreement is executed.

SECTION 2

APPLICABILITY

The provisions of this Agreement shall apply exclusively to:

- A. Patrolmen and Sergeants in the negotiations unit.
- B. Any other person who, during the term of this Agreement but subsequent to the date thereof, becomes a full time Patrolman or Sergeant in the Police Department of the Borough.
- C. Reference to males shall include female Police Officers or Sergeants.

SECTION 3

SALARIES

A. The salaries to be paid to the Employees by the Borough shall be determined as follows. Step movement shall continue based upon anniversary date in accordance with Schedule A. Step movement for new hires after January 1, 2015 shall be in accordance with Schedule A-1.

B. The salaries shall be in accordance with the provisions of Schedule A and Schedule A-1 as applicable attached hereto, which shall reflect the following rates of increase all ranks at all steps of the Salary Guide as follows:

1. Effective January 1, 2015 – 2.0% Increase
2. Effective January 1, 2016 – 2.0% Increase
3. Effective January 1, 2017 – 2.0% Increase
4. Effective January 1, 2018 – 2.0% Increase
5. Effective January 1, 2019 – 2.0% Increase

SECTION 4

SICK LEAVE

- A. Each Employee shall be entitled to sick leave as actually needed, up to ninety (90) days per calendar year. Sick Leave shall not accrue or be accumulated beyond the year of entitlement and shall lapse if not taken during the year of entitlement.
- B. If any Employee is absent for three (3) or more consecutive working days, the Borough may require, as a prerequisite to the qualifications of the Employee for sick leave pursuant to SECTION 4, that the Employee submit a physician's certificate certifying that the Employee's absence is due to illness. In the event an Employee applies for the benefits of SECTION 4 (D), the Borough may require, as a prerequisite to the qualification of the Employee for the benefits thereunder, that the Employee submit to examination by a physician selected by the Borough. Any such examination shall be at the Borough's expense.
- C. Employees shall be eligible to receive personal days as currently provided. Requests for the Employee's first three (3) personal days shall not be denied. One (1) personal day must be used before June 1<sup>st</sup> of the respective year to which it applies or it is forfeited. Personal days cannot be used on holidays or during Labor Day weekend. The Public Safety Chairman or, in his/her absence, the Borough Administrator shall at his/her discretion have the power to grant additional personal days. The Chief of Police shall have the authority to grant emergency leave when the Public Safety Chair or Borough Administrator is unable to be reached.

Under the provisions of this paragraph, an Employee shall not be required to make up lost time, nor shall time lost be deducted from an Employee's overtime.

- D. Where an Employee covered under this Agreement suffers a work-related injury or disability, the Employer shall continue such Employee on full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the New Jersey Worker's Compensation Act, N.J.S.A. 34:15-1 et seq., shall be paid over to the Employer.

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Mayor and Council may reasonably require the said Employee to present such certificates from time to time.

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or by a physician employed by the Employer or by its insurance carrier, then and in that event the burden shall be upon the Employee to establish such additional period of disability and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing Court shall be finding upon the parties.



SECTION 5

HOSPITALIZATION AND DISABILITY INSURANCE

- A. The Borough shall provide to each present member of the Mendham Borough PBA Local No. 384 enrollment in the New Jersey State Health Benefits Program. Said coverage shall include the member and his immediate family. Immediate family shall mean spouse and children under twenty-three (23) years of age only. All members will contribute in accordance with New Jersey Law. If an Employee decides to not participate in the health plan then he shall be reimbursed in accordance with New Jersey Law. An Employee may decide at any time to join the plan.
  
- B. The Borough shall provide for each Employee disability income insurance coverage according to a plan selected by the Borough. The Borough shall pay seventy-five percent (75%) of the total premium for this coverage, and the Employee shall contribute the remainder premium in each year.
  
- C. The Borough may change plans provided benefits are equal or better. Local No. 384 reserves the right to determine if the offered plan is equal or better prior to the change. Reasonable notice shall be given by the Borough as to a change in the health plan.

SECTION 6

FUNERAL ATTENDANCE LEAVE

- A. Each Employee shall be entitled to: three (3) days off with pay on the days immediately following the death of a spouse, child, mother, father, sister or brother, two (2) days off with pay immediately following the death of a grandparent, aunt or uncle, mother-in-law, father-in-law, brother-in-law or sister-in law, one (1) day off with pay on the day set aside for the funeral of a cousin. This leave must be taken within ten (10) days of the date of death and request therefore made to the Chief of Police.
- B. In addition to (A) above and upon written application setting pertinent factual data, additional funeral leave may be allowed by the Chairman of the Public Safety Committee of the Borough or, in the event of his absence, by a member of said Committee.

SECTION 7

PAY PERIOD

- A. There shall be twenty-six (26) pay periods within each fiscal year, January 1<sup>st</sup> to December 31<sup>st</sup>.
  
- B. Pay shall accordingly be delivered every two (2) weeks on a Friday.
  
- C. The gross pay for each pay period shall be determined by dividing the Employee's annual salary (Schedule A and Schedule A-1) by twenty-six (26) pay periods.
  
- D. Should the date set for delivery of pay fall on a holiday, pay shall be delivered in accordance with Borough procedure for all Borough Employees.
  
- E. To the extent reasonable and feasible, deductions shall be uniformly taken out over the year.

SECTION 8

VACATION

A. The Employees hired before January 1, 2011, shall be entitled to vacation based upon the following:

1. Seven (7) days vacation during the first (1<sup>st</sup>) year of employment.
2. Fourteen (14) days vacation during the second (2<sup>nd</sup>) year of employment and every year thereafter up to and including the sixth (6<sup>th</sup>) year of employment.
3. Seventeen (17) days vacation during the seventh (7<sup>th</sup>) year of employment and every year thereafter up to and including the thirteenth (13<sup>th</sup>) year of employment.
4. Twenty-five (25) days vacation during the fourteenth (14<sup>th</sup>) year of employment and every year thereafter during the term of employment.

The following vacation schedule shall apply to all officers hired after January 1, 2011, and shall be based on the employee's anniversary year:

1. 5 Days after the first six months of employment
2. 10 days during the second year of employment and every year thereafter up to and including the sixth year of employment
3. 15 days during the sixth year of employment and every year thereafter up to and including the thirteenth year of employment
4. 20 days during the thirteenth year of employment and every year thereafter

The anniversary date for employees hired after January 1, 2011 shall be the first date of the month during which the employee was hired.

B. Employees shall receive pay for vacation on the basis of regular salary for the period involved.

- C. Vacation benefits shall not accrue or be accumulated beyond the year of entitlement and shall lapse if not taken during the year of entitlement or if some other agreement relative thereto is not reached with and approved by the Public Safety Committee of the Borough.
- D. An Employee who resigns in good standing from the Police Department shall be entitled to vacation pay in accordance with the vacation schedule set forth in subsection (A) above, providing the Employee gives the Borough two (2) weeks notice of his resignation. Vacation entitlement shall be pro-rated in the event a resignation is submitted prior to June 30<sup>th</sup> of the year of entitlement. In the event that full vacation is taken prior to June 30<sup>th</sup> the Employee's final pay shall be reduced proportionately for vacation days taken beyond vacation entitled as pro-rated.
- E. No Employee shall be entitled to vacation benefits if he is dismissed from the Police force after a proper hearing.

SECTION 9

UNIFORMS

- A. In the event that the Borough decides to make any changes in the current uniform complement, other than equipment, the Borough agrees that the initial articles shall be supplied by the Borough at its expense. Any replacements thereafter shall be the responsibility of the Employee.
  
- B. Employees shall be responsible for the proper care and maintenance of their uniforms. All uniforms shall be cleaned and maintained in accordance with standards as specified by the Chief of Police and as agreed to by the Public Safety Committee.

SECTION 10

OTHER WORKING CONDITIONS

- A. During any one (1) shift sufficient time shall be allowed to eat one meal.
  
- B. Overtime:
  - 1. Each Employee shall be compensated for overtime work at the rate of one and one-half (1-1/2) times his base pay based on two thousand eighty (2,080) hours. This rate shall apply to any hours worked in excess of a shift or any hours an Employee is called upon and required to work by the Chief when he is not regularly scheduled to do so.
  - 2. The Chief shall approve all overtime in advance where feasible. Payment for overtime shall be made on the payday next following the overtime worked where feasible. Payment shall be made only upon submission of a voucher indicating the specific days of overtime and the number of overtime hours for each day duly certified by the Employee and by the Chief.
  
- C. Employees who are called out from home during the times other than their regular shifts will receive a minimum of three (3) hours of compensation excluding those hours considered to be part of a normal shift. This provision will be applicable in situations such as the conducting of Breathalyzer tests, special investigations, but

it will not be applicable if a majority of the force covered under the terms of the Agreement is called out for a major catastrophe.

D. Off duty Employees who are scheduled for court duty will receive a minimum of three (3) hours of overtime compensation.

E. Holidays:

1. Officers assigned to the Detective Bureau will receive the same holidays off as the other administrative employees in the Borough. Officers assigned to the Detective Bureau who are called in to work on a Borough holiday during normal work hours will not be eligible for call out pay (SECTION 10, paragraph C).

F. A personnel file shall be established and maintained for each Employee covered under this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for evaluation purposes by the Department, Mayor and/or Governing Body. Upon advanced notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

G. Whenever a written complaint concerning an Officer or his actions is to be placed into his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary



action is taken based on any complaint, then the Employee shall be furnished with all the details of the complaint including the identity of the complainant. The present expungement procedures shall continue. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

## SECTION 11

### REIMBURSEMENT FOR EXPENSES

- A. Each Employee shall be reimbursed or afforded expense funds for the hereinafter designated items only and upon the terms and conditions hereof.
1. Meal costs while the Employee is attending the State Police Academy, FBI Training Programs and/or other State Police Training Programs provided all programs are approved in advance by the Chief of Police and the Chairman of the Public Safety Committee. All vouchers for reimbursement will be accompanied by duly receipted checks from place of meal purchase and vouchers shall be certified as to the accuracy by the submitting Employee.
  2. Use of Employee's automobile in connections with any official business (Including attendance at State Police Academy, Sea Girt, New Jersey) shall be compensated consistent with IRS rules. Mileage reimbursed will be the actual mileage minus normal commutation mileage.
  3. Job related expenses actually incurred by an Employee while working inside or outside the corporate limits of the Borough of Mendham on an investigation authorized by the Chief of Police shall be reimbursed, provided that such expenses are itemized as to date, amount, and place of expenditure, and receipts confirming the expenditures are attached to the voucher submitted. Each

submitting Employee shall certify as to the accuracy of the voucher and to actual expenditure of amounts indicated.

- B. All vouchers prepared in accordance with the provisions of this Section shall be submitted within the time prescribed before the Council meeting for payment of vouchers as required by the Finance Committee of the Borough.

SECTION 12  
EDUCATIONAL COURSES

- A. For Employees hired prior to January 1, 2015, the Borough shall pay an annual increment of Fifteen Dollars and Fifty Cents (\$15.50) for each college credit up to a maximum of sixty-seven (67) credits, provided that to be eligible and qualify for such payment:
1. The educational course must either be one constituting credit acceptable toward an Associate Degree in Police Science or one approved in advance by the Borough Council; and
  2. The Employee submits written evidence to the Borough Council that he has completed the course and received a grade of "B" or better; and
  3. The Employee submits a voucher for payment
- B. In lieu of the benefits provide under Subsection (A) above, the Borough shall pay the sum of One Thousand Four Hundred Dollars (\$1,400.00) as an annual salary increment to an Employee who attains a Baccalaureate Degree in Police Science or another discipline approved in advance by the Borough Council.
- C. For Employees hired after January 1, 2015, the Borough shall pay the sum of One Thousand Four Hundred Dollars (\$1,400) as an annual salary increment to an employee who attains a Master's Degree in Police Sciences or other discipline approved in advance by the Borough Council. These employees are not eligible for Subsections A or B.

SECTION 13

EXTRA DUTY ASSIGNMENTS

- A. Whenever a request is made through the Department for Employees to perform services for private entities, such as guard or escort services outside normal Department duties, the Employee may, during off-shift hours, perform such services for the private entity. Such services are to be performed strict in accordance with Section 38-19 of the Code of the Borough of Mendham regulating Extra Duty Assignments. Payment for extra duty assignments shall be a minimum of three (3) hours at a rate established by resolution of the Borough Council provided said rate is not less than the overtime rate for the Officer(s) involved.
- B. The scheduling Officer shall first check with the Employees to ascertain what Employees are available for these services. If there are not enough Employees available, the Scheduling Officer will check with the Special Officers to assign them at the same fee. A check with Employees and thereafter with the Special Officers will be made before neighboring Departments are contacted to assist.

SECTION 14

LENGTH OF SERVICE

For the purpose of computing vacation time under Section 8 of this contract, or for any other purpose where length of service is a factor, the following continuous service dates are hereby specifically agreed upon:

Pasquale Libertino	July, 1988
John Camoia	January, 1990
Patrick McNichol	February, 1998
Christopher Hopf	January, 1999
Joseph Kennedy	June, 2000
Brian Hostler	January, 2003
Christopher Gobbi	February, 2000
Joseph Pirillo	June, 2001
Joseph Farry	May, 2000
Lee Barnes	January, 2006
Christopher Irons	December, 2009

SECTION 15

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level and as informally as may be appropriate, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. A grievance shall be defined as a dispute between the Borough and an Employee of Local No. 384 on behalf of an Employee or Employees and the Borough arising from the Interpretation, application, and/or alleged violation of the terms of this Agreement.
- C. The following procedure shall be followed in its entirety unless any step is waived by mutual consent in writing:
- Step 1. Within fifteen (15) calendar days of the occurrence of grievance an Employee shall present the grievance in writing to the Chief or his designee. However, the designee cannot be a contract member. The Chief or his designee shall respond to the grievance within ten (10) calendar days.
- Step 2. If a grievance is not settled at Step 1, it shall be presented in writing by an Employee or Local No 384 representative within ten (10) calendar days to the Public Safety Committee. The grievance shall contain the facts of the grievance, the applicable sections of the Agreement that have allegedly been violated, and the remedy requested. Local No 384 reserves the right to meet with the Public Safety Committee to attempt to remedy the grievance. The Public Safety Committee shall have ten (10) calendar days in which to render a response.

- Step 3. If the grievance is not settled in Step 2, it shall be presented in writing to the Borough Council within ten (10) calendar days of the answer at Step 2. The Council shall have thirty (30) calendar days to render a decision.
- Step 4. If the decision is not agreeable to Local No. 384, the matter can be brought to binding arbitration. A binding Arbitrator will be mutually agreed upon by both parties.



SECTION 16

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested 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 not 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, 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 other disciplinary action according to law.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by specific and express terms of this Agreement and laws of New Jersey and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the Borough of Mendham.
- C. Local No. 384 agrees not to support any strike by its members and the Borough agrees not to lock out any member of Local No. 384.

SECTION 17

PRESERVATION OF RIGHTS

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Mendham Borough Police Department which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of the collective negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

SECTION 18

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.
  
- B. If any such provision is declared invalid by operation of law, the parties to this Agreement will forthwith entertain re-negotiations on the invalid provisions.

SECTION 19

FUTURE NEGOTIATIONS

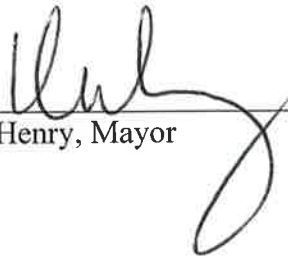
The parties hereto shall commence negotiations for the 2020 Agreement on or before August 1, 2019.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed this day and year written above.




ATTEST:

BOROUGH OF MENDHAM

  
\_\_\_\_\_  
Margot Kaye

  
\_\_\_\_\_  
Neil Henry, Mayor

MENDHAM BOROUGH PBA LOCAL NO. 384

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

### **Side-Bar Letter of Understanding**

The Borough of Mendham and the Mendham Borough PBA Local No. 384, having negotiated a successor Collective Negotiations Agreement for the term commencing January 1, 2015, through December 31, 2019, have also agreed to the following understanding regarding the current police schedule: Both parties hereto agree and understand that the current police schedule shall be maintained by the Borough during the term of this agreement unless it is determined necessary in the interest of the Borough to modify the schedule. This determination shall be solely within the discretion of the Chief of Police.

Prior to any formal change in the schedule, the Borough agrees to give the PBA sixty (60) days advance notice. The Borough also agrees to meet and discuss the proposed schedule change before instituting any such modification; however, the Borough does not agree that the schedule is a mandatory negotiable subject for bargaining. The PBA reserves the right to assert that scheduling is a mandatory negotiable subject.

## Schedule A

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Probation</b>	\$51,989	\$53,029	\$54,090	\$55,172	\$56,275
<b>Step 1</b>	\$60,854	\$62,071	\$63,313	\$64,579	\$65,871
<b>Step 2</b>	\$69,720	\$71,114	\$72,537	\$73,987	\$75,467
<b>Step 3</b>	\$78,585	\$80,157	\$81,760	\$83,395	\$85,063
<b>Step 4</b>	\$87,451	\$89,200	\$90,984	\$92,803	\$94,659
<b>Step 5</b>	\$96,316	\$98,242	\$100,207	\$102,211	\$104,255
<b>Step 6</b>	\$105,071	\$107,173	\$109,316	\$111,502	\$113,732
<b>Sgt.</b>	\$107,814	\$109,970	\$112,170	\$114,413	\$116,701
<b>Sgt. + 1</b>	\$111,827	\$114,063	\$116,344	\$118,671	\$121,045
<b>Sgt + 2</b>	\$115,837	\$118,154	\$120,517	\$122,927	\$125,386

## Schedule A-1

	2015	2016	2017	2018	2019
<b>Probation</b>	\$ 47,760	\$ 48,716	\$ 49,690	\$ 50,684	\$ 51,697
<b>Step 1</b>	\$ 52,783	\$ 53,839	\$ 54,915	\$ 56,014	\$ 57,134
<b>Step 2</b>	\$ 57,805	\$ 58,962	\$ 60,141	\$ 61,344	\$ 62,570
<b>Step 3</b>	\$ 62,828	\$ 64,084	\$ 65,366	\$ 66,673	\$ 68,007
<b>Step 4</b>	\$ 67,850	\$ 69,207	\$ 70,592	\$ 72,003	\$ 73,443
<b>Step 5</b>	\$ 72,873	\$ 74,330	\$ 75,817	\$ 77,333	\$ 78,880
<b>Step 6</b>	\$ 77,895	\$ 79,453	\$ 81,042	\$ 82,663	\$ 84,316
<b>Step 7</b>	\$ 82,918	\$ 84,576	\$ 86,268	\$ 87,993	\$ 89,753
<b>Step 8</b>	\$ 87,940	\$ 89,699	\$ 91,493	\$ 93,323	\$ 95,189
<b>Step 9</b>	\$ 92,963	\$ 94,822	\$ 96,718	\$ 98,653	\$ 100,626
<b>Step 10</b>	\$ 97,985	\$ 99,945	\$ 101,944	\$ 103,983	\$ 106,062
<b>Step11</b>	\$ 103,008	\$ 105,068	\$ 107,169	\$ 109,313	\$ 111,499
<b>Sgt</b>	\$ 105,698	\$ 107,811	\$ 109,968	\$ 112,167	\$ 114,410
<b>Sgt + 1</b>	\$ 109,645	\$ 111,838	\$ 114,075	\$ 116,357	\$ 118,684
<b>Sgt + 2</b>	\$ 113,593	\$ 115,865	\$ 118,182	\$ 120,546	\$ 122,957