

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BOROUGH OF MERCHANTVILLE
AND
THE MERCHANTVILLE POLICE DEPARTMENT
AND
THE FRATERNAL ORDER OF POLICE LODGE NO. 3

January 1, 2020 through December 31, 2023

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AGREEMENT made and entered into this day of , 2021, between the Borough of Merchantville, a municipal corporation of the State of New Jersey, hereinafter called the "Borough," and the Fraternal Order of Police, Garden State Lodge No. 3, an unincorporated labor organization, hereinafter called the "Lodge".

W I T N E S S E T H :

WHEREAS, the Lodge has been certified by the Public Employment Relations Commission of the State of New Jersey as a collective bargaining agent for certain Police Department employees employed by the Borough and parties hereto have negotiated pursuant to the provisions of Chapter 303 of the Public Laws of 1968 and desire to reduce their understandings to written form:

NOW, THEREFORE, in consideration of the mutual promises and agreements of the parties hereto, it is mutually agreed as follows:

ARTICLE I – RECOGNITION

SECTION 1. - The Borough hereby recognizes the Lodge as the exclusive representative for the unit of employees, as hereinafter defined, for the purpose of collective bargaining with respect to wages and terms and conditions of employment during the term of this Agreement.

SECTION 2. – The term “Employee” as defined in this Agreement means Detectives, Corporal, Sergeants, Detective-Sergeants, and Patrolmen, and the term “Borough” means the Mayor and Borough Council.

SECTION 3. – Employees shall retain all civil rights under New Jersey State and Federal Law.

SECTION 4. – This Agreement shall not be changed or amended except by mutual agreement, reduced to writing and duly executed by the parties thereto.

SECTION 5. – This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings, either oral or written, other than those expressly set forth herein.

SECTION 6. – All working procedures, administrative procedures and directives, unless otherwise contained in this Agreement, are to be strictly adhered to as imposed by the Borough of Merchantville, New Jersey, and prescribed by “past practices.”

ARTICLE II – MANAGEMENT RESPONSIBILITY

SECTION 1. – The management of the Police Department, the direction and control of personnel, including the assignment of personnel and the determination of size of the working force, are the sole responsibility of the Borough. The Borough shall have the right to exercise full control and discipline in the interest of providing protection for the safety and welfare of the persons and property of the Borough.

SECTION 2. – Borough shall exercise the right of assignment of personnel to specific shifts or duty hours after consultation with the Chief of Police.

SECTION 3. – It shall be the responsibility of the Borough to provide a lawyer, if during the course of an employee's duties an employee becomes in need of any legal services. It shall also be the responsibility to pay any legal fees if the employee chooses to engage a lawyer of his choice as long as the choice is of comparable money value in legal fees.

SECTION 4. – All damaged or worn uniforms shall be reported to the Chief of Police or his Designate. Such replacements as are necessary shall be ordered and obtained expeditiously. Bullet proof vests shall be replaced upon expiration of the manufacturer's warranty. Each officer shall designate the particular vest to be purchased. Replacement vests purchased by the Borough shall be made by one of the following companies: Point Blank; Second Chance; or Safari Land or by a Company designated by the FOP and approved by the Borough. Such vests shall have a minimum threat level of two (2), with removable panels and a shock plate. A minimum of two (2) carriers shall be issued to each officer and replaced as necessary.

SECTION 5. – Each officer shall be provided an annual uniform maintenance allowance of four hundred dollars (\$400.00) per year, to be paid no later than July 1 of each year through a separate check.

ARTICLE III – PERIOD OF AGREEMENT

SECTION 1. – This Agreement shall cover the period from 12:01 a.m., January 1, 2020 to 12:00 midnight, December 31, 2023.

SECTION 2. – Articles and schedules contained herein shall be retroactive to January 1, 2020, except as specifically noted in this Agreement.

SECTION 3. – Negotiations or renewal of this Agreement or for the execution of a new Agreement, including wages and salaries, shall begin on or about September 15, 2023 with the exception of Section 6.

SECTION 4. – All provisions and inclusions of this Agreement shall continue in force until a new Agreement is agreed upon and ratified by the employees and the Borough.

SECTION 5. – This Agreement is subject to all applicable ordinances of the Borough of Merchantville, and the laws of the State of New Jersey.

SECTION 6. – It is understood by both parties that if during the life time of this Agreement, that any legislative act or Governor's action resulting in relief from budget limitations which apply to Law Enforcement, will generate grounds to reopen contract negotiations. The issues to be discussed under the renegotiations will be addressed to the benefits identified in the existing Agreement and possible future benefits at the earliest opportunity, not to exceed the month of September in all years of this Agreement.

ARTICLE IV – EXCHANGE OF HOURS OF DUTY OR DAYS OF DUTY

SECTION 1. – The Chief of Police shall post every 20th day of each month a duty roster to be followed during the ensuing monthly period, and a copy shall be given to the Director of Police at such time.

SECTION 2. – The term “Chief” shall mean the Chief of Police, or in his absence, the Acting Chief of Police. The term “Director” shall mean the Director of Police, or in his absence, a member of the Police Board.

SECTION 3. – Trading shifts, or working hours, or work days is permissible, so long as the Chief and/or Director are aware of the change in advance, and so long as they have no objections to such trade.

SECTION 4. – The Borough shall not be obligated to pay any additional money by virtue of any such exchange.

SECTION 5. – It shall be the duty of each employee to fill in a daily time log each day of every week, and the same shall be approved by the shift supervisor and the Chief. Any days off for illness, or for any other reason, shall be noted thereon. Any exchange of duty with another officer shall be noted. The Chief shall note his prior approval of any such exchange on the time sheet, and the time sheet will be turned over to the payroll clerk to process payroll.

ARTICLE V – WORKING CONDITIONS

SECTION 1. – The work week shall be a seven day period commencing at 12:01 a.m. Saturday and ending at 12:00 midnight the following Friday. The regular work week for the Detectives shall be forty (40) hours per week. This time shall consist of five (5) shifts of eight (8) hours each, from 7:30 a.m. to 3:30 p.m. There shall be a minimum of sixteen (16) hours break between each shift worked by each employee when not in conflict with Section 5.

A. Insofar as possible the Chief of Police shall assign police officers to work on the basis of seniority preferences as defined below.

1. Seniority shall be determined by ranking police officers according to their active length of full-time service with the Merchantville Police Department. based upon their date of hire for full time employment. Injured on duty time is considered as active service.

2. Ranking shall begin with the most senior officer, being the policeman with the most accumulated time in service with the Merchantville Police Department, and then descending in order to the next most senior police officer, and so on.

3. Sergeants and Corporals shall be ranked within their grade according to their date of appointment to such rank.

B. All shift assignments shall be made by the Chief of Police giving as much preference as possible to the shift selection of senior officers. However, the parties recognize that the Chief of Police in making such assignments must be given discretion to assure adequate protection of the Borough of Merchantville and its residents. The Chief of Police shall not exercise this necessary discretion for any arbitrary or capricious reasons.

C. The Chief of Police shall have the discretion to change shift assignments if

at any time he determines that such changes are necessary for the effective operations of the department. Changes shall not be made in any manner, which are arbitrary or capricious. Any officer who desires to be transferred to another shift and is aware of a vacancy in that shift or another officer is willing to be reciprocally transferred, shall have the right to make an application through the chain of command to the Chief of Police.

SECTION 2 - All employees other than the Detectives shall work 12 hour shifts, consisting of an 80 hour pay period, which consists of each officer working five (5) days on, two (2) days off; then four (4) days on, two (2) days off.

Pursuant to that schedule, Article XXII, Overtime shall be amended such that overtime will be paid at one and a half (1½) times the employee's regular rate for all hours worked in excess of eight (8) hours in any given period of twenty-four (24) consecutive hours or for any hours worked beyond that officer's regularly scheduled shift.

In addition, at a time mutually agreed to by the parties, the Lodge agrees to waive the restriction on working rotating shifts set forth in Article V, Section 2, as long as the Borough agrees to employ and maintain four (4) officers on each shift.

For purposes of this provision, the Union agrees that if an officer retires or resigns, the Borough shall have 90 days to replace the officer. Further, this requirement is inapplicable if an officer is temporarily absent from a shift due to sick leave, worker's compensation, or on the job injury.

SECTION 3. – Personnel shall be required to report for duty ten (10) minutes prior to the

start of their shifts, for the purpose of receiving information from the shift that is ending. This time shall not be construed as working time and the Borough shall be under no obligation to pay or compensate the employees for this time. No employee shall be subject to any loss of pay for failure to report during this ten (10) minute period or the first minute after the hour his shift commenced. However, failure to report during the said period may result in other disciplinary measures.

SECTION 4. – If an employee is called in for extra duty such as potential emergency situation, that employee will be paid at time and a half. This provision shall be subject to the provisions established under Article XXII.

SECTION 5. – Any attendance in court during an employee's normal duty hours shall be considered to be part of that employee's duty. Employees will be paid overtime for Court appearances not during normal duty hours at the rate of time-and-one-half. This provision shall be subject to the provisions established under Article XXII.

SECTION 6. – All days that are regularly scheduled as non-working days, so as to comply with the forty (40) hour work week, shall be scheduled consecutively. A minimum of three hours overtime shall be paid to an employee in the case of call back or court time.

SECTION 7. – The provisions of this Article shall be modified by Article XXVII pertaining to any Employees working 12 hour shifts, which becomes effective on July 1, 2011.

ARTICLE VI – HOLIDAYS

SECTION 1. – For the term of the contract, the following days shall be recognized as holidays

New Years Day	Labor Day
Martin Luther Kings' Birthday	Election Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

In addition, employees shall receive five (5) personal option days. The total number of holidays shall be fourteen (14). For those employees working 12 hour shifts, the number of holidays shall be reduced to ten (10), as long as the employee is working 12 hour shifts.

SECTION 2. – Employees shall be awarded the above holidays as of January 1 of each year. A new employee hired after January 1 shall have his personal holidays prorated accordingly. Any employee separated from employment with the Borough for any reason shall only be entitled to receive payout for pro-rata share of holidays provided for in Section 1 based upon date of separation.

SECTION 3. – Any such days, if not used as holiday leave during the calendar year, may be carried over to the next year, provided that any such days must be taken by March 31 of the following year, or such time limit as may be extended by the Chief of Police, providing that written notice is given to the Chief by December 31 of that year.

SECTION 4. – In the event Borough employees are given a day off or a delayed opening due to weather-related conditions, all Employees shall be compensated by receiving the same amount of compensatory time off with pay.

ARTICLE VII – ANNUAL VACATION

SECTION 1. – Annual paid vacation shall be granted to each employee in accordance with the following schedule:

Less than 6 months	None
After 6 months but less than 1 year	1 Week
After 1 year but less than 5 years	2 Weeks
After 5 years but less than 12 years	3 Weeks
After 12 years	4 Weeks

SECTION 2. – The number of employees who shall be on vacation at any time, shall be determined by the Chief and/or Director and such vacation time shall not interfere with the needs of the Police Department or those of the Borough of Merchantville.

SECTION 3. – Employees may, at their option, use their vacation time one day at a time. Taking of the vacation day cannot interfere with the needs of the Police Department or the Borough. The employee must submit notice 14 days prior to the taking of such vacation day.

SECTION 4. – Any vacation days or holidays, if not used as leave during the calendar year, may be carried over to the next year, provided that written notice is given to the Chief of Police by December 31 of that year.

ARTICLE VIII – SICK LEAVE

SECTION 1. – Each employee shall be granted fifteen (15) sick days per year. Unused days shall be accumulated at 100% and shall continue to accumulate during the employee's term of employment. Such sick days shall be taken in the event of bona fide illness only, and is not to be used for the extension of holidays or vacations, or early retirement. Accumulated sick leave may not total more than three hundred seventy five (375) days for any employee. An employee using accumulated sick leave may be examined by a physician appointed by the Borough. If an employee's absence from work exceeds three (3) days, a certificate from a duly licensed physician, indicating the nature of the illness and verifying the employee's unfitness to work shall be mandatory. If the employee fails to provide a requested or mandatory certificate, the Borough shall be under no obligation to pay the employee for such time, and the employee may be subjected to disciplinary action.

SECTION 2. – In the event the Borough designates a physician to examine an employee who has been injured in the line of duty, and that physician is not in the local area, the Borough shall provide transportation to the physician for that employee. If there is no transportation available for the employee, the Borough shall reimburse the employee for expenses incurred for such transportation.

SECTION 3. – In the event that an employee is injured in the line of duty, sick days shall not be used. Said employee shall be compensated by payment of his regular salary. Said compensation, shall be paid by the Borough. For the time the Borough is compensating said employee, the employee shall endorse any Workman's Compensation payments directly received to the Borough for the same pay periods. In order for an employee to qualify as an employee injured in the line of

duty, said employee must qualify as an employee injured in the line of duty under the conditions set forth in the Workman's Compensation Act. Any officer who shall suffer from a serious communicable disease shall be treated with a rebuttable presumption that the disease was contracted on the job in the line-of-duty.

SECTION 4. – Upon retirement, all unused sick days shall be compensated at the rate of \$30.00 per day.

SECTION 5 - All eligible unit members shall be entitled to Family and Medical Leave Act; New Jersey Family Leave Act; and New Jersey Family Leave Insurance.

ARTICLE IX – MILITARY LEAVE

SECTION 1. – Any employee who enters extended active military service with the armed forces of the United States shall be granted military leave without pay for the duration of his active military service. Every effort will be made to assure employment for persons returning from military leave, however, there is no guarantee that a position will be available for that person. The Borough agrees at a minimum to comply with all state and federal laws in connection with the granting of military leave.

SECTION 2. – Earned and unused vacation days and/or holidays or compensatory time shall be paid to the employee upon entering active military service.

ARTICLE X – LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. – A leave of absence, without pay, may be granted for satisfactory reasons, to any employee who has completed the mandatory probationary period. Such leave of absence may be granted by the Borough.

SECTION 2. – The maximum time for which an employee may request a leave of absence, without pay, shall be six (6) months. Extensions of such time limit may be made by the Borough for cause. Every effort will be made to assure employment of individuals returning from leave of absence, however, no guarantee exists regarding a position being available for an individual returning from a leave of absence without pay.

SECTION 3. – Any time granted to an employee as a leave of absence under this Article shall not count as service time.

ARTICLE XI – BEREAVEMENT LEAVE/JURY DUTY

SECTION 1. – In the event of death in an employee's immediate family, defined as father, mother, spouse, or children, the employee shall be granted four (4) days off without loss of pay, commencing from the day of death. In the event of death of an immediate relative, defined as siblings, son-in-law, daughter-in-law, grandchildren, grandparents, brother-in-law, sister-in-law, or parents-in-law, the employee shall be granted two (2) days off without loss of pay, commencing from the day of death.

SECTION 2. – If extenuating circumstances arise where more time off is required, or where a death occurs outside of the above covered relatives, the employee may request additional time off from the Chief of Police or Director of Public Safety. Said time may be given as administrative leave or the employee shall be granted use of their comp time.

SECTION 3. – In the event an employee is given notice to serve Jury Duty, said employee shall provide a copy of such notice to the Chief of Police, and shall be granted administrative leave for that day. In the event that the employee is selected as a juror, administrative leave will be granted for the duration of their service.

ARTICLE XII – PAY DAYS

SECTION 1. – Employees shall be paid every two (2) weeks through direct deposit. Pay checks shall be distributed at 1500 hours (3:00 p.m.) on the Thursday of pay week. Pay will be for the previous two weeks ending at Friday midnight.

SECTION 2. – If the normal pay day should occur on a holiday, the pay checks shall be distributed at 1500 hours (3:00 p.m.) on the day preceding the holiday.

SECTION 3. – Any loss of pay suffered by any employee due to a suspension shall be divided by 2 resulting in the total pay loss to be deducted from 2 pay periods equally.

ARTICLE XIII – PROVISION OF MEALS

SECTION 1. – If an official emergency is declared by the Mayor of the Borough, the Governor of the State of New Jersey or the President of the United States, and any member of the Police Force is required to be on duty for more than eight (8) consecutive hours, the Borough shall be required to provide the employee with a hot meal.

SECTION 2. – In lieu of the Borough actually providing the meal, they may elect to reimburse the employee in cash for the expense incurred by him for a meal.

ARTICLE XIV – TRAVELING EXPENSES

SECTION 1. – Any employee traveling outside the Borough of Merchantville on official business, at the explicit direction of a superior, shall be provided with transportation, or in the absence of transportation being provided, the employees may be required to use their own car. If this is the case, the Borough shall reimburse the employee at the current maximum Internal Revenue Service (“IRS”) mileage rate.

ARTICLE XV – WAGE AND/OR SALARY

SECTION 1. – The salaries and/or wages for employees shall be provided for in accordance with Schedules A and B attached hereto and Police Experience Pay provided herein and made a part hereof, and as provided for by ordinance.

SECTION 2. – If any employee is appointed to an acting capacity that employee shall remain in that acting capacity until a permanent appointment is made to fill the position; the return of the absent employee; until the need for such position shall terminate; or at the direction of the Chief or the Director.

SECTION 3. – Police Experience Pay. The following additional compensation shall be paid to each police officer based upon their years of police experience with the Borough of Merchantville.

<u>Start of Year</u>	<u>End of Year</u>	<u>% of Base Pay</u>
6th year police experience until	10 th year	2%
11 th year police experience until	15 th year	3%
16 th year police experience until	20 th year	4%
21 st year police experience until	24 th year	5%
25 th year police experience until	retirement	6%

Police experience pay shall be included in the employees' base salary for all members of the bargaining unit and for all calculation purposes, and payments shall be included in the officer's regular bi-weekly pay check in accordance with the Borough's established salary policies. Any officer hired after January 1, 2016 is ineligible for police experience pay.

SECTION 4. – Any officer assigned to the position of "detective" shall receive an additional \$3,750.00 per year above the annual salary paid to that officer in accordance with that officer's

classified rank and then current salary as set forth in Schedule A attached hereto.

SECTION 5 - All officers assigned to the first shift (11:30 p.m. to 7:30 a.m.), shall be paid at an additional rate of 2% above their hourly base salary; officers assigned to the third shift (3:30 p.m. to 11:30 p.m.), shall be paid at an additional rate of 1.5% above their hourly base salary; officers assigned to the power shift (7:00 p.m. to 3:00 a.m.), shall be paid at an additional 1.75% above their hourly base salary, with shift differential included in the officer's base salary and paid in accordance with the Borough's regular bi-weekly payroll practices. This section is modified by the provisions of Article XXVII for those Employees working 12 hour shifts.

SECTION 6 - The Chief of Police shall designate the officer to be the officer-in-charge (OIC) for each shift as necessary, from a pool of patrol officers who are deemed qualified to perform this duty. Each OIC shall receive an additional 12 hours of compensatory time quarterly (April, August and December), as compensation for the performance of OIC duties.

SECTION 7 - The Borough agrees to reimburse each officer up to \$50 per month for gym membership upon proof of monthly membership or invoice. The Borough agrees to provide one free rental to the Community Center per officer annually.

ARTICLE XVI – HOSPITALIZATION AND MEDICAL-SURGICAL PROGRAMS

SECTION 1. - Each employee and their spouse and children shall be covered under the existing plan currently known as Aetna/U.S. Healthcare HMO New Jersey Small Group, Option 10 with Rider, and shall not be responsible for any co-payments for participating doctor visits, prescriptions, and other services which are higher than those listed in Schedule B annexed to this contract, with the maximum employee costs for doctor visits and prescriptions being \$10.00 effective April 1, 2007, which can be raised to \$15.00, if necessary, effective January 1, 2009. There can be no other changes in the co-payments in connection with the plan. There will be no other out-of-pocket costs to the employees except for those specifically set forth in the Plan as it exists on July 31, 1993, as supplemented by Schedule C hereto.

SECTION 2. – All police officers covered by this Agreement shall contribute towards the cost of health insurance in accordance with the provisions of P.L. 2011, Chapter 78 (hereinafter referred to as “premium sharing payments”). These premium sharing payments shall be made on a pre-tax basis pursuant to an IRS Section 125 Salary Reduction Premium Only Plan, in accordance with the Borough’s regular payroll practices. Employees that opt out of the Borough’s health insurance plan and/or retirees shall not be required to make such premium sharing payments. These premium sharing payments shall be inclusive of any such payment required in the future by New Jersey law or mandate.

SECTION 3. - The selection and cost of said dental, hospitalization and medical, surgical programs shall be the responsibility of the Borough. The existing programs can only be revised if the new program is deemed equal or better.

SECTION 4. - The Borough shall provide, at no cost to the employee, a full family dental

plan. The said plan shall provide for 100% of basic services (e.g. cleaning and diagnostics) and coverage for all other services, including but not limited to, orthodontics and periodontics. The dental plan will be equal to the Delta Dental Plan, which will include 100% coverage for preventative services, 80% coverage for basic services, 50% coverage for major services, with a \$50.00 deductible for basic and major services, \$1,000.00 maximum per person per calendar year. Orthodontia is also provided with a separate \$50.00 deductible, a 50% coverage up to \$1,000.00 lifetime maximum.

SECTION 5. – The dependents, as defined by the Internal Revenue Service Code of the United States and its regulations, of any officer, including probationary officers, killed in the line of duty, shall be insured under the Borough's dental and medical program as though that officer had retired. Said coverage shall continue for any dependent child until the child turns 26 years of age. Student status is not required. Coverage will terminate at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31 for an additional premium which will be billed directly, pursuant to P.L. 2005, Chapter 375. For the employee's spouse, such coverage shall continue until the earlier of the following dates: Medicare coverage is provided, re-marriage, eligibility for coverage through another equivalent plan.

SECTION 6. - For any employee, no co-payment shall be required by the Borough in connection with any medical, hospitalization, or surgical benefits provided for hereunder and/or for any such benefits at time of retirement other than those set forth herein.

SECTION 7. – The Borough agrees to provide dependent health and prescription coverage in accordance with the requirements mandated by federal law and to conform to the Patient Protection and Affordable Care Act. This coverage shall terminate at the end of the month in which

the dependent child turns 26, regardless of student status, subject to enrollment to age 31, which coverage, for an additional premium, shall be billed directly to the employee by the insurance carrier, pursuant to New Jersey statutory regulations (Chapter 375).

ARTICLE XVII – RETIREMENT

SECTION 1. – Employees shall retain all pension rights under applicable laws of the State of New Jersey and ordinances of the Borough of Merchantville.

SECTION 2. – Upon retirement or disability which causes termination of employment, the employees shall be paid at his salary rate at the time of termination, for all accumulated holidays, vacation and compensatory time due said employee as of the day of such termination.

SECTION 3. – The Borough has the prerogative of placing an employee on holiday, vacation or compensatory time prior to termination.

SECTION 4. – For officers who retire after 25 years of service with the Borough of Merchantville, the officer and their families shall be provided with medical and dental insurance which is equal to that provided to active officers and their families as set forth in Article XVI. Provided, however, that the Borough's obligation to provide such insurance shall be limited to fifteen (15) years of coverage after retirement or until the officer reaches age 65, whichever occurs first, and the maximum premium to be paid by the Borough for such coverage shall not exceed the amount of the total premium cost for active officers. Any officer who reaches age 65 before having received 15 years of coverage after retirement, shall be entitled to reimbursement of Medicare Part B premiums for the officer and spouse until having received 15 years of retirement coverage. This payment shall cease after the officer has received 15 years of post retirement medical coverage.

SECTION 5. – For any officer disabled in the line of duty, the Borough shall provide to the officer, spouse, and all eligible dependents, lifetime medical, hospitalization, surgical and dental benefits as set in Article XVI, at no cost to the employee, regardless of when the employee was hired. No co-payment shall be required in connection with such coverages. Any dispute concerning an

officer's disability shall be determined in accordance with the conditions established for ordinary disability by the New Jersey Police and Firemen's Retirement System.

ARTICLE XVIII – LIFE INSURANCE

SECTION 1. – The Borough shall provide each employee with a life insurance policy in the amount of fifteen thousand dollars (\$15,000). This life insurance shall remain in force as long as the employee is employed by the Borough, and shall be payable to whomsoever the employee shall designate as the beneficiary. The employee shall cease to be covered by this insurance upon termination of employment.

SECTION 2. – The life insurance described in this Article shall become effective upon completion of one (1) year of active, continuous service in the Police Department of the Borough; provided, however, that in the event of an employee's death in the line of duty, the aforementioned insurance benefit shall be payable notwithstanding any term of service or lack thereof.

SECTION 3. – In the event of the death of an Employee at any time, the Borough will pay all unused Vacation, Holiday, and Sick Time to his or her immediate beneficiary, i.e. next of kin, unless otherwise specified by the Employee. If the death is the result of involvement in criminal activity, the employee is ineligible for the foregoing payments.

ARTICLE XIX – HIRING

SECTION 1. – Borough shall have the discretion upon hiring an employee with previous experience with another Police Agency and/or college background in police affairs, to place said employee at a higher pay scale than the starting position called for under the salary scale. This Article is designed to enable the Borough to be a competitive employer.

ARTICLE XX – LOSS OF PAY AND SUSPENSIONS

SECTION 1. – No employee shall be suspended without pay for any departmental charges, or for any violation of the motor vehicle code, except after a hearing held before the Police Board and the Borough of Merchantville.

SECTION 2. – Employees charged as provided in Section 1, are entitled to have a representative present during any such hearing.

SECTION 3. – The Chief, Director, the Mayor, or the Police Board shall have the right immediately, to suspend an employee, either with or without pay, in the case of any criminal charge.

SECTION 4. – Authority and rights provided the Borough by State or local statute shall supercede this Article.

ARTICLE XXI – GRIEVANCE PROCEDURE

A. The term “grievance” means a claim by an employee covered by this Agreement, that, as to him there has been an inequitable, improper, or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting the said employee.

B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of members of the Police Department. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. An aggrieved employee shall institute action under the provisions hereof within five (5) calendar days of the occurrence complained of, or within five (5) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within a five (5) day period shall be deemed to constitute an abandonment of the grievance.

1. Charges: An officer is to be charged in writing within five (5) working days of knowledge of an infraction or violation. If the action is not taken against him within five (5) days of knowledge of his infraction or violation, then the proposed violation or infraction must be dropped, and no action can be taken against him.

D. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

E. In the presentation of a grievance, the employee shall have the right to present his own grievance or to designate a representative to appear with him at any step of the procedure.

F. An employee shall first discuss his grievance orally with his immediate supervisor

and a decision shall be rendered within five (5) days of such discussion.

G. If the grievance is not resolved to the employee's satisfaction within five (5) days from the determination referred to in Article F above, the employee shall submit his grievance to the Chief of Police in writing, specifying

1. The nature of the grievance;
2. The results of the previous discussion;
3. The basis of dissatisfaction with the determination.

H. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Chief of Police shall hold a hearing at which time all parties in interest shall have the right to be heard.

I. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Chief of Police shall, in writing, advise the employee and his representative, if there be one, of the determination.

J. In the event of the failure of the Chief of Police to act in accordance with the provisions of Paragraph H or I or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory, by the aggrieved employee, within ten (10) days of the determination, or within ten (10) days of the failure of the Chief of Police to act, said employee may appeal to the Director of Public Safety.

K. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Director of Public Safety shall, in writing, advise the employee and his representative, if there be one, of his determination.

L. In the event of the failure of the Director of Public Safety to act in accordance with

the provisions of Paragraphs H or I, or in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory, by the aggrieved employee, within ten (10) days of the determination, or within ten (10) days of the Director of Public Safety to act, said employee may appeal to the Police Board.

M. If the Grievant, in his appeal to the Police Board, does not request a hearing, the Police Board may consider the appeal on the written record submitted to it, or the Police Board may, on its own motion, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Police Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the Police Board, a hearing shall be held.

N. The Police Board shall make a determination within thirty (30) days from the receipt of the Grievance and shall, in writing, notify the employee, his representative, if there be one, and the Chief of Police, of its determination. This time period may be extended by mutual agreement of the parties concerned. Refer to Borough Ordinance Chapter 59 - Police Department.

O. In the event an employee is dissatisfied with the determination of the Police Board, he shall have the right to request final and binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974, or at its option, through the Federal Mediation Service. A request for final and binding arbitration shall be made no later than fifteen (15) days following the determination of the Police Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Police Board shall mutually agree upon a longer period of time within to assert such a demand.

P. The arbitrator's decision shall be in writing and shall set forth his findings or facts, and reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of the terms of the agreement.

Q. The following matter shall not be arbitrable:

1. The failure or refusal of the Police Board to give permanent employment to a probationary or temporary employee.

ARTICLE XXII – OVERTIME

SECTION 1. – Overtime shall be paid at one and one-half times the employee's regular rate for all hours worked in excess of eight (8) hours in any given period of twenty four consecutive hours and forty hours in any given week, subject to the following:

- a. 10 minutes before each shift begins employees must report to receive information from the shift ending and will not receive overtime pay.
- b. Vacation day or holiday shall be counted as eight (8) hours in computing the 40 hour work week, and twelve (12) hours in computing the 84 hour work week for those working twelve (12) hour shifts.
- c. Sick time shall not be counted as work time for the purpose of computing overtime.
- d. A minimum of 3 hours overtime at the time and one-half rate shall be paid to an employee in the case of call back or Court time. Overtime shall be paid to the employee as worked and shall not be held over.
- e. The hourly rate for overtime shall be computed by dividing each employee's annual salary by 2080 and multiplying by a factor of 1.5.
- f. "Off duty hours" shall mean those hours when an employee has completed his normal 8 hour shift and must work additional time.
- g. Overtime at the rate of time and one-half shall be paid for all time worked within sixteen (16) hours of the scheduled conclusion of a foregoing shift for those working an eight (8) hour shift, and twelve (12) hours for those working a twelve (12) hour shift.
- h. The above provisions shall be modified in accordance with Article XXVII for those employees working 12 hour shifts.

SECTION 2. – In addition to the above, a \$36,000 yearly cap has been placed on all overtime for police department personnel, available to be earned for the year 2020; increased to \$36,900 for 2021; \$37,822.50 for 2022, and \$38,769.06 for 2023. Overtime earned by police department personnel anytime after any of the above caps have been exceeded will be granted to said personnel's as compensatory time, calculated at the time and one-half rate. Employees unable to use this time

by the end of the calendar year shall be able to carry over the time for use during the following calendar year. If unable to use this time by December 31 of the following calendar year, employees shall be reimbursed at time and one-half for all such unused time.

ARTICLE XXIII – DISCIPLINARY ACTION BY CHIEF

SECTION 1. – With the prior consent of the Police Board, the Chief and any officer involved in any disciplinary matter shall sit down with all the facts and any mitigating circumstances of the case. Once presented, the officer and the Chief should be able to come to a mutually agreed upon fine, suspension, probation, written reprimand, oral reprimand, or whatever the violated infraction calls for. Both parties will then sign an agreement waiving a hearing before the Police Board and that the punishment is acceptable. In the event that both parties cannot come to an agreement, the matter will be referred to the Police Board.

SECTION 2. – Officers' records will be automatically expunged after a two year period of no disciplinary actions.

ARTICLE XXIV – POLICE BILL OF RIGHTS

A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Borough.

B. The wide ranging powers and duties given to the Merchantville Police Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact. But, if the member is the subject of a disciplinary investigation which may result in suspension or discharge, he shall have the opportunity to obtain representation by the Association before any questioning occurs.

2. The questioning shall be reasonable in length. Reasonable respite shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

3. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be immediately warned of all of his constitutional rights pursuant to the Constitution of the United States and the State of New Jersey and be

immediately permitted to consult with counsel of his own choosing prior to any questioning taking place. Reimbursement of counsel cost, if any, will be in accordance with New Jersey Statutes.

4. Members covered herein shall only be disciplined in accordance with the United States and New Jersey Constitution, applicable state laws, rules and regulations, and provisions of this contract. The member shall be apprised in writing of the reason or reasons for such discipline.

5. A member who is the subject of a disciplinary investigation may not be required to prepare reports which deal with the subject matter of that investigation until after he has had a reasonable opportunity, including up to 48 hours, in which to consult with his or her own attorney.

6. Members shall not be suspended or suffer any loss in benefits until after said member has had a disciplinary hearing and has been found guilty, except in cases of a severe nature, when the Chief deems the suspension of the member an immediate necessity for the safety of the public or the welfare of the Department. The Chief shall immediately submit a report explaining such action to the Borough Police Board and a copy of said report shall be made available to the member upon submission to the Borough Police Board.

7. Disciplinary actions shall be commenced and carried out only in accordance with N.J.A.C. 4A:2-1.1 et seq., N.J.S.A. 40A:14-147 and any other applicable law.

8. All police officers shall have access to their individual personnel file upon reasonable notice to the Chief of Police, or his designee. No separate personnel file shall be established which is not available for an officer's inspection. Copies of any documents in an officer's personnel file shall be available upon payment of reasonable fees to the Borough for reproduction expenses in accordance with policies in effect at the time of the request.

9. The provisions herein represent the minimal protections to be accorded police officers and shall be superseded by any greater protections provided by law or regulation.

ARTICLE XXVI – SEVERANCE BENEFITS

SECTION 1. – For any officer terminated from employment with the Borough as a result of a layoff or reduction in force, the officer shall be entitled to one week of pay at the existing salary rate for every year of service. The officer shall also be entitled to payment for all accrued sick days at the rate of \$35.00 per day with no cap; police experience pay; and all vacation and comp time to be paid at full rate. The Borough shall provide to the officer, spouse, and all eligible dependents, medical, hospitalization, surgical and dental coverage at no cost to the employee and with no co-payment required, regardless of when hired. Such coverage shall continue for one year after layoff, except during any period of time when that officer has substantially equivalent coverage at no cost, provided to that officer by a subsequent employer or provided through that officer's spouse.

The Borough must provide any officer at least 45 days written notice from the Mayor of any impending layoff, or 45 days of additional pay in lieu of notice. All payments due under this Section shall be made in a lump sum at time of layoff, notwithstanding any other provision in this contract to the contrary.

ARTICLE XXVII - TWELVE HOUR SHIFTS

SECTION 1. – Employees in the patrol division shall work twelve (12) hour shifts, to be scheduled as follows: officers shall work the Pitman Schedule, working seven (7) twelve (12) hour days in a fourteen (14) day cycle, totaling eighty-four (84) hours of work. The schedule will include a rotation of two (2) days on-duty, two (2) days off-duty, three (3) days on-duty, two (2) days off-duty, two (2) days on-duty, and three (3) days off-duty. The week will begin on a Sunday and end on a Saturday, fourteen (14) days later, at which time the cycle will repeat. The hours scheduled for duty during any given twenty-four (24) hour period shall be from 7:00 a.m. to 7:00 p.m. and from 7:00 p.m. to 7:00 a.m., with one officer working a power shift from 3:00 p.m. to 3:00 a.m. There shall be four (4) squads, with each squad paired, such that the second scheduled for on-and-off duty status is directly opposite of the first squad. Employees shall work steady shifts for two months, at which time the employees shall rotate. For those employees working a twelve (12) hour shift, the Borough has adopted a working period or cycle of fourteen (14) days, known as the “Pitman Cycle.” Shift assignment shall be in accordance with the terms of Article V.

SECTION 2. – The Borough will operate four squads for employees working twelve (12) hour shifts.

SECTION 3. – All employees assigned to work 7:00 p.m. to 7:00 a.m. shall be paid at an additional rate of 2% above their hourly base salary for all hours worked; officers assigned to work the power shift from 3:00 p.m. to 3:00 a.m. shall be paid an additional 1.75% above their base salary for all hours worked. This shift differential shall be included in the employee’s base salary and paid in accordance with the Borough’s regular bi-weekly payroll practices.

SECTION 4. – In consideration for working an extra 104 hours under the Pitman Schedule,

for employees working twelve (12) hour shifts, existing time off shall be converted as follows:

- a. Holiday and bereavement leave pursuant to Articles VI and XI, and compensatory time shall be converted day for day, with each day equivalent to 12 hours.
- b. Vacation leave pursuant to Article VII, shall be converted day for day, with each day equivalent to 12 hours, and each week converted to five (5) working days.
- c. Sick leave shall be converted from “days” to “hours” at the rate of eight (8) hours equivalent to one day.
- d. Discipline shall be pursuant to an eight (8) hour day.

SECTION 5. – Overtime shall be paid at one and one-half times the employee’s regular rate for all hours worked in excess of twelve (12) hours in any given period of twenty four consecutive hours, in excess of eighty-four hours in any given two-week period, or when an employee is required to work at any time other than his or her regularly scheduled shift. The remaining provisions in Article XXII, Section 1 a-g shall apply to employees working twelve (12) hour shifts.

SECTION 6. – The provisions of this Article are applicable only to those employees working twelve (12) hour shifts.

SECTION 7. – Unless otherwise set forth in this Article, all other terms and conditions of the current contract shall remain in full force and effect.

ARTICLE XXVIII – SEVERABILITY

SECTION 1. – If any article, section, subsection, paragraph, sentence, clause, phrase, or work of this Agreement should be declared invalid, for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable from any invalid portions. The parties agree that in the event any portion of this Agreement is declared to be invalid, the parties shall re-negotiate the severed provision to the extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the Mayor and Clerk of the Borough of Merchantville, pursuant to a resolution thereto by Police Board, subject, however, to final passage of the budget and Salary Ordinance of said Borough, approving salary and monetary items herein contained. The persons signing for the employees herein referred to, warrant that they are authorized to do so by the employees covered under this Agreement.

BOROUGH OF MERCHANTVILLE

BY:

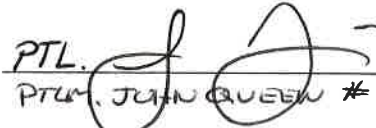

Edward F. Brennan, Mayor

ATTEST:


Borough Clerk Denise L. Brouse

FOR EMPLOYEES:

 #55 (L.S.)
SGT. GREGG MILLER #55

 #74 (L.S.)
PTL. JOHN QUEEN #74

_____(L.S.)

SCHEDULE "A"

SALARY GUIDE

Officers Hired Before January 1, 2016¹

Title	2020	2021	2022	2023
Detective-Sergeant	99,813.48	102,308.81	104,866.53	107,488.20
Sergeant	94,440.43	96,801.44	99,221.47	101,702.01
Corporal	89,659.83	91,901.32	94,198.85	96,553.82
Police Officer 49 Months and Above	86,071.30	88,223.08	90,428.66	92,689.38
Police Officer 37-48 months of service	76,110.35	78,013.11	79,963.44	81,962.52
Police Officer 25-36 months of service	65,966.95	67,616.12	69,306.53	71,039.19
Police officer 13-24 months of service	57,847.93	59,294.12	60,776.48	62,295.89
Police officer 7-12 months of service	50,745.70	52,014.34	53,314.70	54,647.57
Police officer 0-6 months of service	46,683.63	47,850.72	49,046.98	50,273.16

¹This Salary Guide reflects increases of 2.5% for 2020; 2.50% for 2021; 2.50% for 2022; and 2.50% for 2023. The increase for 2020 is retroactive to January 1, 2020, and for 2021 retroactive to January 1, 2021. The increases for the remaining years are effective January 1 of each year.

SCHEDULE "B"

SALARY GUIDE

Officers Hired After January 1, 2016²

Title	2020	2021	2022	2023
Detective Sergeant	99,813.48	102,308.81	104,866.53	107,488.20
Sergeant	94,440.45	96,801.44	99,221.47	101,702.01
Corporal	89,659.83	91,901.32	94,198.85	96,553.82
Police Officer 109 +	86,071.30	88,223.08	90,428.66	92,689.38
Police Officer 97-108 months of service	80,440.98	82,452.00	84,513.29	86,626.13
Police Officer 79-96 months of service	74,814.75	76,685.12	78,602.25	80,567.30
Police Officer 61-78 months of service	69,188.53	70,918.24	72,691.19	74,508.47
Police Officer 49-60 months of service	63,562.30	65,151.36	66,780.14	68,449.64
Police Officer 31-48 months of service	57,936.08	59,384.48	60,869.09	62,390.82
Police Officer 13-30 months of service	52,309.85	53,617.60	54,958.04	56,331.99
Police Officer 0-12 months of service	46,683.63	47,850.72	49,046.98	50,273.16

²Officers Coffey and Treusch shall advance on this scale 6 months earlier than all other officers, until completion of 60 months of service. Therefore, they shall advance to the next step on the Salary Guide after completion of 6, 24, and 42 months of service, respectively. All other officers shall advance in accordance with the steps in the above Guide. Salary guide reflects increases of 2.5% for 2020; 2.50% for 2021; 2.50% for 2022, and 2.5% for 2023. The increase for 2020 is retroactive to January 1, 2020, and for 2021, retroactive to January 2021. The increases for the remaining years are effective January 1 of each year.

SCHEDULE "C"

Maximum Employee Co-Payments

<u>AETNA/US Healthcare</u>	<u>Maximum Employee Cost</u>
Primary Office Visit	\$15.00
Specialist	\$10.00
SPU Surgery	\$ 5.00
Hospitalization	\$ 0.00
Emergency Room	\$50.00
Urgent Care	\$10.00
Maternity	\$10.00
M/H Substance Abuse (Out Patient)	\$10.00
Routine Eye Exam	\$10.00
Routine Gyn Exam	\$10.00
Rehab I/P	\$ 0.00
Prescription	\$10.00 generic \$15.00 brand name
Lens Reimbursement (glasses or contacts)	will be reimbursed up to \$100.00