

A G R E E M E N T

between

THE CITY OF SOMERS POINT

A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY

and the

THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.

MAINLAND LOCAL NUMBER SEVENTY-SEVEN

SOMERS POINT PATROL OFFICERS & DISPATCHERS

January 1, 2004 Through December 31, 2007

SCHAFFER, PLOTKIN & WALDMAN

A Professional Labor Relations Corp.

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AGREEMENT

This Agreement, dated April , 2004, is entered into by and between the City of Somers Point, a municipal Corporation of the State of New Jersey, hereinafter referred to as the “**CITY**”, and the New Jersey State Policemen’s Benevolent Association, Inc., through its designated affiliate, Mainland Local Number Seventy-Seven, herein after referred to as “**PBA #77**”.

ARTICLE 1
EMPLOYEE REPRESENTATIVE

1.1 MAJORITY REPRESENTATIVE

The City recognizes the PBA #77 as the Majority Representative for all regularly appointed Patrolmen and Dispatchers, with the Somers Point Police Department, hereinafter referred to as the Employees. The City and the PBA #77 agree that the PBA #77 has the exclusive right to negotiate as to the terms and conditions of employment for such employees pursuant to Chapter 123, Public Laws of 1974.

1.2 STEWARDS

One steward, named by PBA #77 for the duration of this Agreement, shall be excused from duty to attend regular meetings of the PBA #77 which occur monthly. If the meeting date falls on a day in which the Steward is scheduled to be on duty, he shall be excused from duty for the duration of said meeting. It is understood and agreed that the affected officer shall return to duty immediately following said meeting. In the event that the steward is unavailable due to illness, or on vacation, the alternate shall assume his duties and attend such meetings. The name of the Steward and his alternate shall be registered with the Mayor and the Chief of Police.

1.3 CONFLICTING AGREEMENTS

The City agrees not to enter into any agreements or contracts with the employee who is covered hereunder, individually or collectively which in any way conflict with the terms and conditions of this Agreement.

ARTICLE 2
GRIEVANCE PROCEDURE

2.1 DEFINITION

A grievance shall be defined as a complaint by an employee covered by this Agreement as to working conditions, terms and conditions of employment, and/or any personal loss or injury because of a violation to this Agreement between the parties. A grievance, to be considered under this procedure, must be initiated by the employee within ten (10) calendar days from the time of its occurrence, or the knowledge of its occurrence.

2.2 PROCEDURE

2.2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2.2.2 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Police Department until such grievance and any effect there of shall have been fully determined.

2.2.3 Where evidence of hardship would result from compliance with the time regulations set forth in the following levels, a written request for an extension of time at any one of the levels in the Grievance Procedure shall be recognized. The period of extension of time shall be limited to fifteen (15) calendar days.

2.2.4 Step 1- Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level. If, as the result of that discussion, the matter is not resolved to the satisfaction of the grievant within five (5) calendar days, he shall set forth his grievance in writing to his immediate superior specifying the nature of the grievance in writing and the resolution sought. The immediate superior shall communicate his decision in writing to the grievant within five (5) calendar days of receipt of the written grievance.

2.2.5 Step 2 - The grievant, no later than five (5) calendar days after receipt of his immediate superior's decision may appeal that decision to the Chief of Police. The appeal to the Chief of Police must be made in writing, reciting the matter submitted to the immediate superior as specified above and his or her dissatisfaction with the decisions previously rendered. The Chief of Police shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) calendar days. The Chief of Police shall communicate his decision in writing to the employee and the employee's immediate superior.

2.2.6 Step 3 - If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) calendar days after receipt of the Chief's decision, may request a review by the Mayor. The request shall be submitted in writing through the Chief of Police, who shall attach all related papers and forward the request to the Mayor. The Mayor, or his representative, shall review the grievance and shall, at the option of the Mayor, hold a hearing with the employee. The Mayor shall render a decision in writing within twenty (20) calendar days of his receipt of the grievance.

2.3 ARBITRATION

2.3.1 Step 4 - No claim by an employee shall constitute a grievable matter beyond Step 3 or be processed beyond Step 3, if it pertains to any matter for which a method of review is prescribed by law, or any rule or regulation beyond the scope of the city's authority or limited to action of the City alone.

2.3.2 If the employee is dissatisfied with the decision of the Mayor and only if the grievance pertains to a violation of this Agreement between the City and the PBA, the employee may request the appointment of an arbitrator. Such request to be made known to the Mayor by certified mail, receipt returnable, no later than fifteen (15) calendar days after the decision, in writing, of the Mayor.

2.3.3 An employee, in order to process his grievance beyond Step 3, must have his request for such action accompanied by the written recommendation for such action by the PBA, who shall represent the grievant at the arbitration level.

2.3.4 Such request can be honored only if the grievant or grievants and the organization representing them, waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administration or judicial tribunal except for the purpose of enforcing the arbitrator's award.

2.3.5 Within ten (10) calendar days after such written notice of submission to arbitration, the City and PBA shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator:

- a. A joint request shall be made to the New Jersey Public Employees Relations Commission to submit a roster of persons qualified to function as arbitrator in the dispute in question.
- b. If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the P.E.R.C. to submit a second list.

- c. If the parties are unable to agree, within ten (10) calendar days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, the P.E.R.C. may be requested by either party to designate an arbitrator. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from Agreement between the parties or any policy of the City. The finding of the arbitrator shall be binding upon the parties.

2.4 **COST OF ARBITRATION**

2.4.1 Each party shall bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which shall be shared by the parties and such costs shall be shared equally.

2.4.2 Where grievance proceedings are mutually scheduled by the parties during working time, persons proper to the present shall suffer no loss in pay.

2.5 **MISCELLANEOUS**

2.5.1 Any grievance submitted shall contain the following information:

- a. Name of grievant
- b. Nature of the grievance (contract clause violated)
- c. Date and time occurred
- d. Relief sought
- e. Signature of grievant
- f. Signature of Steward
- g. Date of grievance submitted

2.5.2 Commencing with Step 2 of the Grievance Procedure, the grievant may be represented by a representative selected or appointed by the PBA. The PBA shall be appraised of all formal grievances commencing with Step 2. Such appraisal shall be made by both parties submitting carbon/xerox copies of the documents submitted pertaining to the grievance in question. The

grievant shall submit such copies simultaneously to the recipient designated in the Grievance Procedure and to the PBA's Steward.

ARTICLE 3

NON-DISCRIMINATION

The City and the PBA #77 both recognize that there shall be no discrimination by reason of sex, creed or racial origin with respect to employment, or opportunities for improvement of jobs, or interfere with nor discriminate against any employee because of membership in or legitimate activity on behalf of the PBA #77. The PBA #77 agrees it will represent equally all employees in the negotiating unit without regard to membership in the PBA #77.

ARTICLE 4

BULLETIN BOARD, DUES CHECKOFF

4.1 The City shall permit the use of bulletin boards, located in the Police Department Headquarters, by PBA #77 for the posting of notices concerning PBA business and activities. Such notices shall be signed by the PBA Majority Representative in order to indicate the official nature of such notices.

4.2 The City agrees, in accordance with State Statutes, upon receipt of signed authorization cards from the employees, to deduct from the employee's wages the amount of annual dues as prescribed by PBA #77, in equal installments bi-weekly and to forward said amount to the Treasurer of PBA #77 on the first of each month. Based on operational needs of the City, the procedure and application of this checkoff provision may be modified by the City Treasurer upon notification of the PBA.

ARTICLE 5

MANAGEMENT RIGHTS

5.1 The City on its own behalf and on behalf of the taxpayers of the City, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of New Jersey, and of the United States, including with limiting the generality of the forgoing, the right:

5.2 To exercise executive management and administrative control of the Police Department and its properties and facilities, and the activities of its employees:

5.3 To hire all employees and, subject to the provisions of law, to determine their actions, and the conditions for their continued employment, or their dismissal or demotions; and to promote and transfer all such employees.

5.4 The exercise of the foregoing power, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, 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 then only to the extent such specific and express terms thereof are in conformance with the constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

5.5 Nothing contained herein, shall be considered to deny or restrict the City of its rights, responsibilities and authority under the laws of the State of New Jersey or any other National, State, County, or Local laws or regulations.

5.6 If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or applications shall

not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

5.7 Nothing in this Agreement which changes preexisting City policy, rules or regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the direction of the Chief of Police and in accordance with City and Administrative Policies, Rules and Regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

5.8 It is understood that, under the ruling of the courts of New Jersey, the City is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding, nothing continued in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the City has waived rights, which are expressly required by the courts to be retained by the City.

5.9 It is the desire of the Chief of Police and the City to have an annual photograph taken of all police personnel. Employees covered by this Agreement agree that at the discretion of the Chief of Police all employees will appear, with reasonable notice and at a time so as not to interfere with prescheduled authorized leave, at Police Headquarters for said photograph.

Said recall shall not exceed two hours in length.

Employees will receive compensatory time at the rate of one and one-half (1 1/2) hours in lieu of paid overtime. Said compensatory time received will be taken in accordance with present authorized leave procedures.

ARTICLE 6

STRIKES

6.1 Both parties recognized the desirability of continuous and uninterrupted operation of the Police Department, and the avoidance of disputes, which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which the unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The PBA #77 accordingly agrees, during the period of this Agreement, that it will not, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence from his position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.

6.2 The above is interpreted that: the PBA #77 may be held liable in damages for "Wild Cat" strikes, unless the PBA #77 in writing immediately disavows the strike and notifies the strikers to return to work.

6.3 In the case of the strike, the City may apply for an injunction against the PBA #77.

6.4 The PBA #77 agrees that any strike is a breach of contract and that such act removes all impediment from and permits the City to dismiss or otherwise discipline employees taking part in that breach of contract.

ARTICLE 7

POLICEMEN'S RIGHTS

7.1 Pursuant to Chapter 123, Public Laws of 1974, the City agrees that every policeman shall have the right freely, to organize, join and support PBA #77 and its affiliates. As a body exercising governmental power under the laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policemen in the enjoyment of any rights conferred by Chapter 123, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policemen with respect to hours, wages, or any other term or condition of employment by reason of his membership in PBA #77 may be permitted time off from their regular schedule to attend negotiating sessions, grievance sessions, and regularly scheduled meetings of the PBA providing the efficiency of the Department is not affected. Decisions concerning the affect on the efficiency of the Department related to release time shall be a the sole discretion of the Chief of Police.

7.2 It is understood that any employee may appeal a suspension of less than five (5) days through the Grievance Procedure set forth herein, or a disciplinary action resulting in a monetary fine, provided such actions are not appealable through the Civil Service Commission. Suspensions of greater than five (5) days shall be appealable only through Civil Service procedures or the courts.

7.3 It is agreed that all employees covered by this Agreement shall have the option to have the Shop Steward or his alternate present during any interview where the employee is being questioned by a Superior Officer about an incident that occurred on or off duty and said employee feels that if the questions are answered it could lead to any type of disciplinary action or criminal charges, the employee will have the right to have the Shop Steward, or his alternate

present. The employee will have the right to stop answering questions until he can be represented if he feels that the answers can lead to disciplinary action or criminal charges against him. He will also be afforded the right to show his Shop Steward or his alternate any reports requested on the incident that occurred on or off duty where the report that is filed could lead to either any type of disciplinary action or criminal charges.

7.4 It is agreed that the City maintain a healthy work place for the employees covered in this Agreement, supplying the necessary janitorial service to keep the work place clean. It is further agreed that the City provide the necessary equipment to protect employee's health.

ARTICLE 8

HOLIDAYS

8.1 All employees covered by this Agreement shall continue to receive fifteen (15) paid holidays per year. Said holidays shall be awarded as days off in addition to the employee's annual vacation and shall be given at any time during the calendar year upon the employee's request, provided the employee shall have the approval of the Chief of Police. Such days may be taken consecutively, up to five (5) working days at a time.

8.2 Action of the Chief of Police to delay to another time, requests for days off by employees, shall be made by the Chief of Police, based on his assessment of their operational needs of the Police Department.

8.3 All uniformed employees covered by this Agreement assigned to the Patrol Division, by virtue of the fact that they work a rotating shift schedule, work an average of forty-two (42) hours or approximately one hundred four (104) hours more per year than a standard forty (40) hour work week. Any employee who works additional hours due to the rotating shift and/or is charged with time for authorized leave, including vacation leave, holiday leave, and sick leave shall be remunerated at straight time pay for each additional hour actually worked or charged, up to one hundred four (104) hours per calendar year. Hourly rate shall be computed on the basis of the employee's base salary, as indicated in Article 11, 11.1.1, plus longevity, as indicated in Appendix A. Payment shall be made quarterly, with the first pay of the next subsequent quarter except for the last quarter of the year which shall be made with the first pay in December of that calendar year. A lump sum payment, if legal, will be reinstated with over or under adjustments to be made each December.

8.3.1 Dispatchers covered by this Agreement who work an average forty-two (42) hours per week shall continue to receive the twelve (12) "Paid Eights" or compensatory days annual as they have received for many years. Said "Paid Eights" shall be awarded as days off, with pay, and used at the rate of one (1) per month upon the employee's request, provided the employee shall have the approval of the Chief of Police.

8.3.2. Should an employee request, "Paid Eights" shall be paid together with and as part of the employee's base salary for a period of up to twelve consecutive months. The employee may only make this election one time during his/her employment. The period can be extended beyond the period of twelve consecutive months, provided however, that after twelve consecutive months, the amount paid to the employee shall be eighty percent of the total "Paid eights" value. The employee shall provide thirty days written notice to the City Administrator to institute or cancel this method of "Paid Eights" remuneration.

8.4 All employees covered by this Agreement shall be paid one and one-half (1 1/2) times their hourly rate of pay for working the following holidays:

1. New Year's Day
2. Thanksgiving Day
3. Christmas

8.4.1 If an employee is scheduled to work and has taken one of the holidays off as mentioned in 8.4, said employee is not entitled to the holiday rate of pay.

8.4.2 Article 8.4 of this Agreement in no way effects Article 8.1. Article 8.1 remains in full force as to the fifteen (15) holidays allotted to said employees.

8.4.3 Payment for working said holidays as mentioned in Article 8.4 shall be paid quarterly.

ARTICLE 9

VACATIONS

9.1 An employee, during this first year of employment shall be entitled to one working day's vacation for each month of service up to and including December of his initial year. Thereafter, he shall be entitled to a paid vacation according to the following schedule:

Starting at year 2 through year 4.12 working days

Starting at year 5 through year 8.15 working days

Starting at year 9 through year 12 19 working days

Starting at year 13 through year 17 22 working days

Starting at year 18 through year 2125 working days

Starting at year 22 and each year thereafter 30 working days

9.2 It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to be off that fall during the vacation time period shall not be computed as part of the vacation.

9.3 Request for vacation shall be approved by the Chief of Police pursuant to the procedure established by the City. Action of the Chief of Police to delay to a time request for vacation time shall be made by the Chief of Police based on his assessment of the operational needs of the Police Department.

9.4 Vacation time shall be taken in the calendar year in which it is accumulated. However, under special circumstances which make it unreasonable for an employee to take all vacation in said calendar year, by approval of the Chief of Police, or at the request of the Chief of Police.

Unused vacation time may be taken in the succeeding calendar year. In no event shall unused vacation time be taken on other than the immediate succeeding year.

9.5 **VACATION "BUY BACK"**

All employees covered by this Agreement shall have the option not to use up to three (3) vacation days per calendar year to which they are entitled, with the agreement that the City compensate, or "buy back", those days at the employee's daily rate of pay per vacation day to be paid on the first pay day in December in a lump sum. The decision to "Sell Back" shall be at the discretion of the employee.

9.6 If any employee becomes sufficiently ill so as to require inpatient hospitalization, or an illness that would prevent him from working for a period of three days or more while he is on vacation of three or more days, then the employee may change such period of illness and post hospital recuperation to sick leave at his option. Said employee must submit a physician's certificate of proof of said illness or hospitalization and a physician's certificate as to the need for recuperation.

9.6.1 The vacation time mentioned in 9.6 means any days that were used by the employee. This time could be vacation days, holidays, or Paid 8's and can be any combination of these to equal the three days of vacation as stated in 9.6.

ARTICLE 10

LEAVES

10.1 SICK LEAVE

10.1.1 Defined - Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, and exposure to contagious disease, or attendance upon a member of the employee's family, seriously ill, requiring the care or attendance of such employee. A certificate of the police surgeon shall be required as sufficient proof of need of leave of the employee after three consecutive days sick leave, or leave in attendance of a member of the employee's immediate family. In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of sick leave by the employee, provided, however, the certificate must specify that the chronic or recurring nature if the illness is likely to cause a subsequent absence from employment. In case of sick leave due to exposure to contagious disease, a certificate from the police surgeon shall be required.

10.1.2 Accumulation - Every person covered by this Agreement shall, in addition to his or her paid vacation, be granted sick leave as defined in 10.1.1 above, with pay for not less than one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires one or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed, provided that the City shall not

require any of its employees who may be disabled either through injury or illness as a result of, or arising from his respective employment, to utilize the sick leave accumulated under this Section.

10.1.3 Medical Certificates - In the event of suspected abuse of sick leave, the City reserves the right to request a medical certificate from the police surgeon, should an employee absent himself from duty in excess of three (3) days or where a pattern of excessive absence has occurred.

10.1.4 Pay upon Termination - Upon an employee's retirement, death, or honorable termination of employment, having served at least five (5) full years, said employee shall receive terminal leave for all (100%) accumulated unused sick leave, up to a maximum of 260 days, computed on his daily rate of pay in which the termination occurs. Any employee who is separated from service for cause, arising from any disciplinary action, shall not be entitled to the benefits provided by Section 10.1.4. For the purposes of this Agreement, accumulated sick leave shall be calculated from July 1, 1966. Employees with less than five (5) full years of service shall not be eligible for pay upon termination.

10.1.4a Payment at time of death - The beneficiary of an employee killed in the line of duty shall receive all unused Holidays and Vacations due the deceased. An employee who dies between January 1st and June 30th shall receive a maximum of 50% of the remaining Holidays and Vacations due for the entire year. The beneficiary shall receive 100% of the Holidays and Vacations unused if the employee dies on July 1st or thereafter until December 31st.

10.1.4b Retainment of Service Weapon

Upon application and approval for retirement in the Police and Fire Retirement System after 25 years of law enforcement service, any police officer covered by this Agreement who honorably retires from the Somers Point Police Department will be presented with his or her service weapon.

10.2 **FUNERAL LEAVE**

10.2.1 Special leave of absence with pay up to a maximum of four (4) working days shall be granted to any employee in case of each death within the immediate family, provided that said employee attend the funeral. It is understood and agreed that in the unfortunate circumstance that multiple deaths occur at the same time and that multiple funerals are conducted at the same time, the employee shall be entitled to four (4) days of funeral leave for that particular event.

10.2.2 The term "immediate family" shall include only father, mother, legal guardian, step-parent, father-in-law-in-law, mother-in-law, grandparents, sister, brother, spouse, child, foster child of an employee, grandchildren, spouse's grandparents and relative in his household.

10.2.3. The special leave period shall commence immediately following the death of such persons and is for the sole purpose of arranging or attending funeral services; such special leave may be extended without pay at the discretion of the Chief of Police. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

10.3 **INJURY LEAVE**

10.3.1 Injury leave shall be granted with full pay to employees temporarily disabled through injury or illness as a result of, or arising from, their respective employment.

10.3.2 Any amount of salary or wages paid or payable to employees because of leave pursuant to 10.3.1 above, shall be reduced by the amount of workmen's compensation awarded under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the same injury or illness requiring such leave; in no event shall this exceed twelve (12) months.

10.3.3 Any employee covered by the Agreement who is permanently disabled as a direct and proximate result of his employment with the City as a police officer as set down within the guidelines of the Police and Fireman Retirement System of the State of New Jersey, will continue to have the City pay in full all premiums for Blue Cross, Blue Shield, Eye, Dental and

Prescription Plans or the prevailing plan at the time of said disability, for the remainder of the employee's life.

10.4 **LEAVE FOR PBA MEETINGS**

10.4.1 The Executive Delegate and President (or appointed alternates) of PBA #77 shall be granted leave from duty with full pay up to six (6) days during a twelve (12) month period to attend regularly scheduled meetings of the State and Local Association, when such meetings take place at a time when such officers are scheduled to be on duty, providing the affected officer gives at least 72 hours notice to the Chief of Police and receives the Chief's approval.

10.5 **LIMITATIONS OF LEAVE**

10.5.1 No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed one (1) year. In case of continuous absence for more than one (1) year, such employee so absent shall be automatically separated from the Department on the first anniversary date from the date such absence began. The City may, in its discretion, extend such absence indefinitely.

10.6 **LIMITED DUTY**

At the discretion of the City, selected police employees injured on duty or off duty may return to duty to temporarily perform light duties outside of their position's normal physical requirements within the Police Department. The police employee's doctor shall provide a light duty descriptive narrative detailing the range of physical activity the police employee is capable of performing. A descriptive narrative shall be submitted to the Chief of Police to determine whether the police employee should return to work. The decision to allow a police employee to perform light duty shall be at the sole discretion of the availability of tasks to be performed at that time. The granting of light duty assignments by the City for work related or non-work related injury shall not be arbitrarily or capriciously denied. A police employee injured on duty

or off duty may be required by the Chief of Police to see the City's approved physician in order to determine the range of physical activity the police employee is capable of performing. In the event of a disagreement between the City's physician and the employee's physician with respect to his/her ability to return to light duty, the parties shall select a mutually agreed upon physician to resolve the issue and whose decision shall be final and binding.

A police employee returning from an authorized work related injury or non-work related injury must first obtain a certificate from the City's approved physician, authorizing a return to duty and indicating the physician's concurrence of the employee's ability to return to light duty.

A specimen of such certificate is attached hereto as Appendix C. Under no circumstances shall a police employee be allowed to return to work without a certificate from the City's approved physician.

ARTICLE 11

SALARY, LONGEVITY, OVERTIME

11.1 **BASE SALARY**

11.1.1 January 1, 2004, wages shall be increased across the board at 4.25% with the exception of the starting salary which shall be set at \$30,000. Effective January 1, 2005, wages shall be increased across the board at 4.5% with the exception of the starting salary which shall be set at \$30,500. Effective January 1, 2006, wages shall be increased across the board at 4.75% with the exception of the starting salary which shall be set at \$31,000. Effective January 1, 2007, wages shall be increased across the board at 4.75% with the exception of the starting salary which shall be set at \$31,500.

Effective January 1, 2004, Dispatchers wages shall be increased across the board at 3.25% with the exception of the starting salary which shall be set at \$24,500. Effective January 1, 2005, wages shall be increased across the board at 3.5% with the exception of the starting salary which shall be set at \$25,000. Effective January 1, 2006, wages shall be increased across the board at 3.75% with the exception of the starting salary which shall be set \$25,500. Effective January 1, 2007, wages shall be increased the board at 3.75% with the exception of the starting salary which shall be set at \$26,000.

BASE SALARY EFFECTIVE JANUARY 1, 2004

PATROLMAN	2004	2005	2006	2007
Starting salary.	\$30,000	\$30,500	\$31,000	\$31,500
After completing 1 year.	\$38,004	\$39,715	\$41,601	\$43,577
After completing 2nd year.	\$42,824	\$44,751	\$46,877	\$49,103
After completing 3rd year.	\$47,644	\$49,788	\$52,153	\$54,631
After completing 4th year.	\$52,464	\$54,825	\$57,429	\$60,157
After completing 5th year.	\$57,338	\$59,918	\$62,764	\$66,000***
DISPATCHERS	2004	2005	2006	2007
Starting salary.	\$24,500	\$25,000	\$25,500	\$26,000
After completing 1 year.	\$30,679	\$31,753	\$32,944	\$34,979
After completing 2nd year.	\$35,064	\$36,291	\$37,652	\$39,064
After completing 3rd year.	\$39,449	\$40,829	\$42,361	\$43,949
After completing 4th year.	\$43,834	\$45,368	\$47,069	\$48,834
After completing 5th year.	\$48,216	\$49,903	\$51,774	\$53,716

* Longevity pay for anyone hired before 1/1/97 will remain the same.

** Longevity pay for anyone hired after 1/1/97 will not begin until completion of the 5th year of service

*** All police officers who have completed five years of service in 2007 shall be paid a salary of \$66,000.00

BASE SALARY FOR DISPATCHERS EFFECTIVE JANUARY 1, 2004
Salaries for anyone hired on or after 1/1/00

DISPATCHERS	2004	2005	2006	2007
Starting salary.	\$24,500	\$25,000	\$25,500	\$26,000
After completing 1 year.	\$28,084	\$29,067	\$30,157	\$31,288
After completing 2nd year.	\$30,872	\$31,952	\$33,151	\$34,394
After completing 3rd year.	\$33,656	\$34,838	\$36,144	\$37,499
After completing 4th year.	\$36,447	\$37,723	\$39,138	\$40,605
After completing 5th year.	\$39,235	\$40,608	\$42,131	\$43,711

* Longevity pay for anyone hired before 1/1/97 will remain the same.

* * Longevity pay for anyone hired after 1/1/97 will not begin until completion of the 5th year of service

11.1.2 It is clearly understood that the provisions of this contract are not applicable to special Police Officers hired during the summer months or on an occasional basis.

11.2 OVERTIME

11.2.1 Overtime shall be defined as any and all hours worked in excess of an eight (8) hour day and/or a forty (40) hour week and shall include any and all hours worked on emergencies, court appearances arising from their official duties, and any and all other extra duty activity which is required by the Chief of Police or Division of Commanders. Any employee required to return to duty on his normal time off as defined in this paragraph shall be granted a minimum of two (2) hours overtime compensation and may be required to work said hours. In addition, each officer shall be given at least twelve (12) hours notification if his normal scheduled hours are to be changed. If twelve (12) hours' notification is not given, then said employee shall be given two (2) hours of overtime compensation. The two (2) hours of

compensations shall not affect any other overtime that is required to be worked once said employee reports for duty and shall be paid in addition to any overtime worked or covered by this section. This would not apply in any emergency situation. The purpose of this section is to prevent the arbitrary rescheduling of an employee's work schedule to avoid the payment of overtime.

11.2.2 Employees will be paid for all overtime worked. Said overtime pay shall be computed on the basis of one and one-half (1-1/2) times the employee's straight time hourly rate of pay based on a forty (40) hour week, including longevity. Overtime shall be administered fairly and with discrimination insofar as such is feasible.

11.2.3 Overtime pay shall be paid quarterly on the pay period following each quarter, with the exception of the last quarter, which will be paid the pay period preceding December 25th. Any hours worked after that pay period shall be paid the first pay period in January the following year.

11.2.4 Overtime shall be computed in fifteen-minute increments.

11.3 **LONGEVITY**

11.3.1 Each employee covered by this Agreement shall be paid in addition to and together with, his annual base salary, additional compensation based upon the length of his service as fixed and determined according to Appendix B for the period of this Agreement.

11.3.2 Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjusted rate, the pay period immediately following said anniversary date. Longevity shall be paid together with and as part of the employee's base salary.

11.4 **ON -CALL PAY**

Patrolmen assigned to the Detective Bureau as detectives shall be paid 3% of base salary plus longevity per calendar year for the years 2004, 2005, 2006 and 2007 for being the on-

call detective during their off hours. Said compensation shall be paid in one lump sum the first pay in December.

11.4.1 Should an employee request, "On Call" shall be paid together with and as part of the employees base salary for a period of up to twelve consecutive months. The employee may only make this election one time during his/her employment. The period can be extended beyond the period of twelve consecutive months, provided, however, that after twelve consecutive months, the amount paid to the employee shall be eighty percent of the total "On Call" value. The employee shall provide thirty days written notice to the City Administrator to institute or cancel this method of "On Call" remuneration.

11.4.2 Patrolmen assigned to the K-9 Division shall be paid \$225.00 per calendar year 2004, 2005, 2006 and 2007 being in an on-call status during the off hours. Said compensation shall be paid in one lump sum the first pay in December.

11.5 EMERGENCY RESPONSE TEAM ASSIGNMENT

11.5.1 A police officer who is assigned to the ERT shall receive a stipend of five hundred (\$500.00) dollars on the first pay of December, pro-rated in the initial year of assignment, and five hundred (\$500.00) dollars annually thereafter on the first pay of December in each succeeding year that he/she remains assigned, pro-rated in any year not completed.

ARTICLE 12

ACTING OFFICER

Any employee who shall have been serving in the capacity of a senior officer in the absence of such senior officer and who shall have performed the duties thereof, for a continuous period of thirty (30) calendar days or forty (40) non-continuous days shall, thereafter, be entitled to compensation appropriate to such office for the time so held; but said employee shall revert to his former rate of pay when returned to his former position.

ARTICLE 13

HOSPITALIZATION INSURANCE

13.1 For employees hired prior to January 1, 1997, the City shall provide New Jersey Blue Cross, Blue Shield, under the "Blue Select Plan" or equal or better coverage to the employee covered by this Agreement and his/her eligible dependent(s) at the City's expense,.

13.1.1 For any employee hired after January 1, 1997, the City shall provide for the employee and his/her eligible dependent(s) the "HMO Blue Health Plan" or equal or better coverage at no cost to the employee. The employee may choose to participate in the "Blue Select Plan" or equal or better coverage thereto, at the following cost, one-half of which will be deducted in each biweekly "pension" pay:

Family coverage - \$40.00 per month

Parent/Child - \$30.00 per month

Single - \$20.00 per month

13.1.2 Any employee who chooses to opt out of health insurance coverage for a coverage year shall receive a yearly payment of \$2,000.00, payable in the first pay of December of each year for which he/she is not covered by the City's health insurance plan.

13.2 The City shall provide New Jersey Blue Cross/Blue Shield optical, dental, and prescription plan to all employees covered by this Agreement equal to or better coverage.

13.3 The City shall recognize Dr. Lawrence Anastasi and Dr. Dennis Piccone for the duration of this Agreement as police surgeons.

13.4 The City and the PBA #77 agree that the physical and medical condition of the employees covered by this Agreement must be maintained at a high standard due to the nature of

the duties of the employees. Employees who desire a physical examination must do so during their "own time" and the cost of such physical shall be paid by the City of Somers Point in the usual and customary manner. Employees who are required to undergo a physical as mandated by the City of Somers Point shall be permitted to have such physical during working time provided that such physical shall not exceed more than two (2) hours of work time. Physicals required by the City of Somers Point shall be paid for by the City of Somers Point.

13.5 All employees who retire after fulfilling the requirements of the Police and Fireman's Retirement System of the State of New Jersey or the Public Employee's Retirement System of the State of New Jersey for full retirement shall be furnished by New Jersey Blue Cross, Blue Shield and Major Medical benefits, for a period of six (6) months after retirement. Effective January 1, 1996, medical benefits for a retired employee and his family, pursuant to this Article, shall be maintained for a period of one (1) year.

13.6 The City agrees that if an employee dies while employed by the City of Somers Point, the City will maintain all existing health insurance benefits for the employee's family for a period of one (1) year at no cost to the family. Pursuant to this Article, effective January 1, 1996, all existing health benefits of a deceased employee shall be maintained for one (1) year.

13.6.1 If an employee is killed in the line of duty, the City will maintain all existing health insurance benefits for the employee's family for a period of three (3) years at no cost to the family.

13.7 Establishment of Health Benefits Committee including a member of the PBA Local #77, Shop Steward, Mayor or Designee, the City Administrator and/or other interested parties.

13.8 Health Benefits as proposed by the City. See Appendix D of this Agreement.

(Health coverage program Booklet as prepared by Blue Cross and Blue Shield and provisions of the dental, optical and prescription programs.)

ARTICLE 14
COLLEGE INCENTIVE PROGRAM

14.1 The City and the PBA #77 agree that the amount and quality of the employee's education often determines the value of his contribution to the community, and the degree of proficiency which he performs his duties. In order to provide an incentive to encourage the employees to achieve the advantages of a higher education, the City agrees that each employee who receives or has received academic credits for study in any institution of college level which offers college curriculum leading to or creditable toward an undergraduate baccalaureate or associate degree in Criminal Justice, Management, and Psychology shall be paid according to the following schedule:

<u>ACCUMULATED CREDIT WORK</u>	<u>COMPENSATION PER ANNUM</u>
64 credit hours.\$1,000.00 per year
120 credit hours.	\$1,350.00 per year

14.2 Said compensation shall be continued from year to year and shall be paid in a lump sum on the first payday in December.

ARTICLE 15

SAVINGS CLAUSE

In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable State or Civil Service rule or regulation or law, such determination shall not impair the validity or enforceability of the remaining provisions of this Agreement. However, such provisions as are ruled to be illegal or unenforceable shall be deemed to have been struck from this Agreement.

ARTICLE 16

CLOTHING ALLOWANCE

16.1 Police Uniforms/Clothing Allowance

16.1.1 Each new policeman hired during the duration of this Agreement, after being certified by Civil Service commission, will receive a full issue of uniforms as follows:

8 shirts	1 winter jacket
8 pairs of trousers	1 set leather gear
1 summer hat	1 helmet
1 winter hat	2 pair service shoes
1 raincoat	1 shock plate for vest
1 bullet proof vest	1 additional vest cover
1 pair Rocky boots	1 Pooly-Wooly sweater
1 long sleeve turtleneck sweater w/SPPD insignia	1 pair lined winter gloves
1 whistle	2 name tags
2 badges	

1 Class B uniform to include:
2 Summer shirts
2 Winter shirts
2 pair of trousers
1 complete nylon web gear
1 Utility jacket

16.1.2 The clothing allowance for all uniformed officers shall be \$700.00 per year for 2004, 2005, 2006 and 2007. The clothing allowance for plainclothes officers shall be \$800.00 per year for 2004, 2005, 2006, and 2007. K-9 officers shall receive \$800.00 per year for 2004, 2005, 2006, and 2007. This uniform allowance is to be used solely for the purchase and replacement of uniforms and clothing. Said clothing allowance will be paid each year listed. Clothing allowance for plainclothes officers will be paid the first pay in March, and plainclothes officers should be required upon request, to show proof of purchase.

16.1.3 Police officers and detectives shall be entitled to an allowance for the cleaning and maintenance of clothing and uniforms in the sum of \$700.00 per year for 2004, 2005, 2006 and

2007. Said allowance shall be paid in a lump sum with the first pay in December. It is understood that this allowance is not for the purchase or replacement of uniforms and clothing, but is to help the cost of cleaning and maintenance of same.

16.1.4 Since the manufacturer recommends that bullet proof vests be replaced every five years due to breakdown of material effectiveness, the cost of the vest, and its replacement along with an additional cover shall be the responsibility of the City, and not the police officers covered by this Agreement. Said issue and replacement shall be for all police officers covered by this contract. If the police officer chooses to use another type of vest which is approved by the Chief of Police or his/her designee and which exceeds the cost of the vest issued by the City, then the additional cost, if any, shall be burdened by the police officer using a portion of his/her clothing allowance or by making other financial arrangement approved by the Chief of Police or his/her designee.

16.2 Dispatch Uniforms/Clothing Allowance

16.2.1 Each new dispatcher hired during the duration of this Agreement, after being certified by the Civil Service Commission, will receive a full issue of uniforms as follows:

- * 6 shirts
- * 6 pairs of trousers
- * 1 hat
- * 1 winter jacket
- * 1 pair service shoes
- * 1 Garrison belt

The clothing allowance for dispatchers shall be \$400.00 for 2004, 2005, 2006, and 2007.

Said clothing allowance to be paid each year listed and is to be used solely for purchase and replacement of uniforms.

16.2.2 All dispatchers shall be entitled to an allowance for the cleaning and maintenance of uniforms in the sum of \$400.00 per year in 2004, 2005, 2006 and 2007. Said allowance shall be paid in a lump sum on the first pay in December. It is understood that this allowance is not for

purchase or replacement of uniforms and clothing but to help offset the cost of cleaning and maintenance of same.

16.3 It is understood and agreed that the City shall have full authority and discretion regarding uniforms. The City shall select the vendor, the location of purchase, and shall arrange for the purchase of uniforms.

16.4 Each new employee that receives an initial issue of uniforms shall not receive a clothing allowance under 16.1.2 or 16.2.2 until the calendar year following said issuance.

16.5 All uniforms damaged in the line of duty shall be replaced by the City after inspection and certification by the Chief of Police or his designee.

Any clothing damaged while an employee is in the performance of his duty will be replaced or ordered within 60 days after inspection and certification.

16.6 The City agrees to replace eye glasses that are damaged in the line of duty. Said glasses shall be replaced at a cost not to exceed \$150.00. The City further agrees to replace a watch that is damaged in the line of duty. Said watch shall be replaced at a cost not to exceed \$50.00.

ARTICLE 17

EMPLOYEE RELATIONS COMMITTEE

Effective the date of the signing of this Agreement, there is herewith created an Employee Relations Committee, composed of the Mayor, the Chief of Police, an elected employee and the Steward elected by the employees. The purpose of this Committee shall be to discuss problems and concerns arising out of the activities of the Police Department. The Committee shall meet monthly, at a time and place mutually convenient to the members of the Committee.

ARTICLE 18

CANINE UNIT

The establishment and existence of the Canine Unit shall be under the exclusive control of the Chief of Police and the continued need of said unit shall be determined by the Chief of Police based on its effectiveness and overall value as a law enforcement tool relative to the operational needs of the Department. Members of the Canine Unit will be subject to recall for emergency duty.

When not actively engaging in specific Canine duties and responsibilities the canine officer will be responsible to perform all other duties and responsibilities of Patrolman/Sergeant as set forth in the Department's Rules and Regulations.

K-9 Officers shall be provided with all necessary equipment needed to perform his assigned duties. It is agreed that the City shall provide all necessary foodstuffs for the maintenance of the canine. It is agreed that the City shall provide the necessary medical supplies and equipment needed for the good health of the canine.

It is agreed that the City shall provide adequate equipment for the proper training of the Canine for the proficiency, control, care, grooming and maintenance of the canine.

ARTICLE 19
NOTIFICATION PROVISIONS

19.1 Copies of this Agreement shall be printed or mimeographed at the expense of the City, and distributed to the members of the bargaining unit promptly.

19.2 Notices under this Agreement shall be given by either party to the other by telegram or registered letter as follows:

To the City at:	The Office of the Mayor New Jersey Avenue and Shore Road
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Somers Point Police PBA #77	An address registered with the City. All changes in this address shall be immediately registered with the Mayor's Office.
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ARTICLE 20

DURATION OF AGREEMENT

20.1 This Agreement shall remain in full force and effect from January 1, 2004 to December 31, 2007.

20.2 It is further agreed by the parties that the PBA #77 is seeking a successor Agreement commencing January 1, 2008 and that this Agreement shall remain in full force and effect until a successor Agreement for 2008 is reached.

APPENDIX A

LONGEVITY

PATROLMAN AND DISPATCHERS

Upon completing 3 years	\$ 300.00
Upon completing 4 years	\$ 400.00
Upon completing 5 years	\$ 500.00
Upon completing 6 years	\$ 600.00
Upon completing 7 years	\$ 700.00
Upon completing 8 years	\$ 800.00
Upon completing 9 years	\$ 900.00
Upon completing 10 years	\$1,000.00
Upon completing 11 years	\$1,100.00
Upon completing 12 years	\$1,200.00
Upon completing 13 years	\$1,300.00
Upon completing 14 years	\$1,400.00
Upon completing 15 years	\$1,500.00
Upon completing 16 years	\$1,600.00
Upon completing 17 years	\$1,700.00
Upon completing 18 years	\$1,800.00
Upon completing 19 years	\$1,900.00
Upon completing 20 years	\$2,000.00
Upon completing 21 years	\$2,100.00
Upon completing 22 years	\$2,200.00
Upon completing 23 years	\$2,300.00
Upon completing 24 years	\$2,400.00
Upon completing 25 years	\$2,500.00

APPENDIX B

12-HOUR WORK SHIFTS

A. This appendix illustrates a twelve hour shift schedule for certain police employees; however, the conversion of days to hours may be applicable to other shift schedules as well. The work week schedule of uniformed Police Officers shall be determined by the City through the Office of the Chief of Police. The City reserves the right to change the normal hours and days per week and to establish new work hours and work days per week in accordance with applicable Public Employment Relations Commission decisions and case law.

B. Officers working twelve (12) hour shifts have the following terms and conditions of employment modified as stated herein:

1. **Overtime**

Overtime shall be paid for any time worked in excess of the employee's normal workday and/or workweek and/or for any work on a scheduled day off at the rate of time and one half (1½) for the excess time worked.

2. **Work Year**

The work year for employees on a twelve (12) hour shift shall consist of 2184 hours; however, hourly rate of pay shall be based on 2080 hours. Each employee whose work schedule results in his/her working in excess of 2184 hours shall receive overtime for all such excess hours at the rate of time and one half for the excess time worked.

3. **Holidays**

Each officer on a twelve (12) hour shift shall receive pay for one hundred twenty (120) hours of Holiday Leave per year, based on his/her hourly rate of pay. Said holiday hours shall be awarded as time off in addition to the employee's annual vacation and shall be given at any time during the calendar year upon the employee's request, provided the employee shall have the approval of the Chief of Police. Such hours may be taken consecutively, up to sixty (60) hours at a time.

4. **Sick Leave**

Each officer on a twelve (12) hour shift, during his/her first year of employment shall be entitled to eight (8) hours of sick leave for every calendar month of service during his/her first calendar year of service and one hundred twenty (120) hours of sick leave in every calendar year thereafter.

5. **Vacation**

Each officer on a twelve (12) hour shift, during his/her first year of employment shall be entitled to eight (8) hours of vacation time for each month of service up to and including December of his/her initial year. Thereafter, he/she shall be entitled to a paid vacation according to the following schedule:

Starting at year 2 through year 4	96 working hours
Starting at year 5 through year 8	120 working hours
Starting at year 9 through year 12	152 working hours
Starting at year 13 through year 17	176 working hours
Starting at year 18 through year 21	200 working hours

Starting at year 22 and each year thereafter 240 working hours

All officers working twelve (12) hour shifts shall have the option not to use up to twenty-four (24) vacation hours per calendar year to which they are entitled, which the City will buy back in accordance with Article 9.5.

APPENDIX C

MEDICAL AUTHORIZATION FOR ASSIGNMENT TO LIMITED DUTY

- I. PATIENT'S NAME _____ DATE OF INJURY _____
- II. DEPARTMENT _____ JOB TITLE _____
- III. DIAGNOSIS _____
- IV. ABLE TO RETURN TO LIMITED DUTY _____
- V. ABLE TO RETURN TO REGULAR DUTY _____

COMMENTS: _____

NAME OF PHYSICIAN

DATE

IN WITNESS WHEREOF, the parties hereto have Agreement to be signed by
their respective offers this _____ day of _____, 2004.

CITY OF SOMERS POINT

BY _____

ATTEST:

Carol Degrassi, MUNICIPAL CLERK

SOMERS POINT POLICE **PATROL OFFICERS PBA #77**

ATTEST:

BUSINESS AGENT OF MAINLAND PBA #77
Norman Meyers, Jr.

SHOP STEWARD

MAJORITY REPRESENTATIVE