

# AGREEMENT

BETWEEN THE

CITY OF MILLVILLE

AND THE

MILLVILLE PBA LOCAL # 213

(THE COUNTY OF CUMBERLAND, NEW JERSEY)

2004 - 2006

Draft 5/25/05  
Execution Draft

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Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City, its properties and facilities, and the activities of its employees, subject to the New Jersey Employer-Employee Relations Act;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, assignment, promotion and to transfer employees or to provide for their dismissal, fine or suspension, or demotion all in accordance with applicable laws, regulations and terms of this agreement;
3. To establish programs and objectives, including special programs, and to provide for all needs and services for residents of the City and persons who utilize City services, all as deemed necessary or advisable by the City limited only by the specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
4. To decide upon the means and methods of providing all services, to provide for the selection of equipment, materials and the utilization thereof by City employees of every kind and nature so long as same is within recognized safety standards;
5. To determine work schedules, the starting and ending hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto limited only by the specific and express terms of this Agreement and so long as they are in conformance with the

laws of the State of New Jersey and its Agencies; and

6. To determine emergencies and the means or manner to cope therewith and to determine when said emergencies have terminated in accordance with any applicable regulations promulgated by any Federal, State, or County agency having jurisdiction over said emergency.
  7. To make, modify, adopt policies, rules, regulation, procedures in connection with the foregoing powers, rights and authority, subject to N.J.S.A. 34:13A-5.3, and fifteen (15) days prior notice to the PBA, except if, an emergent situation arises which requires immediate action by the City.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations, procedures and practices and 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 hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under any national, state, county or local laws, regulation, resolutions or ordinances.
- D. The City shall not discharge, discriminate or cause any unfavorable action in any way against any employee for Union activities or for Union membership, as long as such activity does not in any way disrupt normal operations of the Police Department. The Union shall not discriminate or cause any unfavorable action in any way against any employee for failing to be a Union member.
- E. This Agreement shall not be changed or amended except by mutual agreement, reduced to writing

and duly executed by the parties thereto.

- F. The parties to this contract agree that they shall not enter into any agreement or contract or negotiations with any individual or group of individuals pertaining to terms and conditions of employment which are outside of the scope of this contract. The parties further agree that any such extra contractual agreement shall be null and void.
- G. The City and its representatives agree not to meet with any other organization of individuals not authorized by the Union for the purpose of hearing or discussing views on negotiable working conditions, grievances or the terms and conditions of this Agreement.
- H. No employee may be dismissed, suspended or disciplined except in accordance with the rules and regulations of the New Jersey Department of Personnel and the laws of the State of New Jersey.
- I. The PBA shall be provided with a copy of the notice forwarded to the employee/member of his/her disciplinary hearing.

### **ARTICLE III**

#### **NO STRIKE**

There shall be no strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of Employee shall authorize, institute or condone any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any Employee participating in a violation of the provisions of this Article.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

SECTION 1

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

Step 1. An Officer with a grievance shall file a written grievance with the Captain of Police, with copies to be simultaneously filed with the Chief of Police and the Director of Public Safety. A meeting on the written grievance shall be held within three (3) working days of the filing of the written grievance between the Captain of Police, the aggrieved party and the PBA's designated representative. A decision thereon shall be rendered in writing by the Captain of Police within three (3) working days after the holding of such meeting. In the event no person is serving in the position of Captain of Police, then the matter shall proceed directly to Step 2 below.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a formal written grievance with the Chief, with a copy to be simultaneously filed with the Director of Public Safety. A meeting on the written grievance shall be held within three (3) working days of the filing of the written grievance between the Chief, the aggrieved party and the PBA's designated representative. A decision thereon shall be rendered in writing by the Chief of Police within three (3) working days after the holding of such meeting.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no



written decision has been rendered within three (3) working days after the presentation of that grievance at Step 2, the matter may be referred by the PBA through its designated representative to the Director of Public Safety. A meeting on the grievance shall be held between the PBA and the Director of Public Safety at which meeting the parties may be represented. The Director of Public Safety shall render a written decision within five (5) days of the meeting.

Step 4. If the aggrieved party is not satisfied with the disposition of the grievance at Step 3, or if no written decision has been rendered within five (5) working days after the presentation of the grievance at Step 3, the matter may be referred by the PBA through its designated representative to the Public Employment Relations Commission (PERC) for arbitration.

The arbitrator shall be chosen in accordance with the rules and regulations of PERC.

The decision of the arbitrator shall be submitted to the grievant/Association and the City, and shall be binding on the parties.

## SECTION 2

The costs for the services of the arbitrator shall be borne equally between the Association and the City, unless the Association elects to withdraw the grievance, in which case any fees of the Arbitrator shall be paid by the Association.

The time limits specified in the grievance procedure shall be construed as being maximum; however, they may be extended upon mutual agreement between the parties.

### SECTION 3

A grievance must be presented at Step 1 within one (1) week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Any Employee may be represented at all steps of the grievance procedure by himself, or at his option, by a representative selected or approved by the PBA. When an Employee is not represented by the PBA, the PBA shall have the right to be present and state its views at all stages of the grievance procedure.

### SECTION 4

Necessary witnesses shall be excused from their normal work duties to participate in grievance and/or disciplinary hearings and shall suffer no loss in regular pay. Off duty police officers who are necessary witnesses in a grievance and/or disciplinary hearing during off duty hours shall receive a payment equal to the Municipal Court appearance fee set forth in Article XVIII as full payment for attendance at such hearing during off duty hours.

### SECTION 5

For the purposes of this Agreement, a Grievance shall include the appeal of the minor discipline of suspensions of three (3) days or more or cumulative suspensions of four (4) days or more during a calendar year.

**SECTION 6**

The settlement or other disposition of any grievance prior to arbitration shall be subject to review and approval of a designated committee established by the governing body which shall include the Chief of Police or his/her designee so as to assure compliance with City policy and/or philosophy.

**SECTION 7**

The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other.

**SECTION 8**

The arbitrator shall have no authority to add to, detract from, alter, amend, modify any provision of this Agreement or to impose on any party thereto a limitation or obligation not provided in this Agreement.

**ARTICLE V**

**SALARIES**

1. During the term of this Agreement, Salaries shall be adjusted as follows:

January 1, 2004	3.6% increase of wages
January 1, 2005	3.6% increase of wages
January 1, 2006	3.6% increase of wages

2. Effective January 1, 2006, there shall be a Senior Patrolman salary rate for Patrolman who have completed twenty (20) years in the Department. That rate shall be \$2,500.00 above the existing top Patrolman rate.

3. The salaries for all employees covered under this Agreement shall be as set forth on Exhibit "A" entitled Salary Schedule of this Agreement.

**ARTICLE VI**

**LONGEVITY**

**SECTION 1**

All Employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments on their anniversary dates as follows:

<u>Years</u>	<u>Percentages</u>
5	3.25%
10	4.25%
15	5.25%
20	6.25%
25	7.25%

**SECTION 2**

The twenty-five (25) year longevity payment is to become effective upon the commencement of the employee's twenty-fifty (25th) year of service.

## ARTICLE VII

### WORK WEEK AND OVERTIME

#### SECTION 1

The work week schedule of Police Officers shall be 2080 hours annually or 40 hours per week. Employees shall normally work eight (8) hour shifts. The schedule of shifts shall be determined by the City depending upon its determination of its public safety needs and requirements and to promote the effective and efficient operation of its Police Department function. The City shall have the right to exercise any election or option available to it under the FLSA or the regulations provided under Section 7(K)

#### SECTION 2

Overtime for the purposes of this contract is defined as time worked by employees in excess of their normal regularly scheduled work hours.

Overtime hours worked shall be calculated weekly and overtime hours shall be paid monthly at a rate equal to one and one-half the normal hourly rate, or at the option of the employee, compensatory time at the rate of one and one-half hours for all hours worked in excess of the normal regularly scheduled hours during the seven day period. Sick leave hours taken off do not count as time worked for overtime purposes. Overtime shall include all courses and/or training that the City directs the employee to undertake. The overtime rate of pay shall be determined by dividing the Officers Annual Base Wage Rate by 2080.

Further, the parties agree as follows:

- (1) With respect to DWI grant, seat belt grant, and block grant, the officer shall be entitled to the hourly rate allowed for in the respective grant or grants without regard to their regular hourly rate or their regular overtime rate.
- (2) With respect to the rate of compensation for outside contractors such as the Millville Board of Education or private companies, the officer shall be entitled to the hourly rate set forth in the Ordinance adopted by the City of Millville for contracted off-duty employment without regard to their regular hourly rate or their regular overtime rate.
- (3) Hours worked under subsections (a) and (b) above shall not count as hours worked in excess of an employee's normal regularly scheduled work hours for the purpose of computing overtime with the City.

### SECTION 3

All voluntary courses, training, and other non-college police related studies taken with the prior approval of the Chief of Police, shall be reimbursed in the form of compensatory time off on an hour-for-hour class basis, excluding regular shift hours and travel time.

### SECTION 4

In the event an Employee is called to duty when he otherwise would have been off duty, he shall be compensated in accordance with Section 2 above, and the Employer guarantees that said Employee shall receive a minimum of three (3) hours pay or compensatory time (four and one-half hours as

computed at the premium rate herein provided). The minimum three (3) hours guarantee does not apply to an early call in preceding the regular shift when said Employee continues to work into said shift or to hold over after a regularly scheduled shift.

## **ARTICLE VIII**

### **RETENTION OF BENEFITS**

Except as otherwise provided herein, all rights, privileges and benefits which the Employees shall have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provision of all municipal ordinances and the resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length. It is understood that the provisions of this Article are subject to the provisions of State Law concerning referenda.

## **ARTICLE IX**

### **LEGAL AID**

In accordance with N.J.S.A. 40A:14-155 and 40A:14-28 whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of Police powers in the furtherance of his official duties, the Employer shall provide said Employee with the necessary means for the defense of such action or proceeding. In the event that an Employee utilizes counsel other than that supplied by the Employer, the fees and costs shall be agreed upon by the

attorney and the employer prior to the attorney performing such services.

The above does not apply for the defense of an Employee in a disciplinary proceeding instituted against him by the Employer or in criminal proceeding instituted as a result of a complaint on behalf of the Employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the Employer shall be dismissed or finally determined in favor of the Employee, he shall be reimbursed for the expense of his defense.

## **ARTICLE X**

### **DISCRIMINATION OR COERCION**

There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the Employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce Employees into membership. Neither the Employer nor the PBA shall discriminate against any Employee because of race, creed, color, age, sex, or national origin.

## **ARTICLE XI**

### **SAVINGS CLAUSE**

In the event that any Federal or State Legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall negotiate concerning any such invalidated provisions.



## ARTICLE XII

### HOLIDAYS

#### SECTION 1

All members of the bargaining unit shall receive on or about the first of December a cash payment of one hundred twenty-eight (128) hours of straight time base pay for sixteen (16) holidays, listed below, provided however, no officer shall receive pay for a holiday unless he shall have worked either his scheduled shift immediately prior to said holiday or his scheduled shift immediately after said holiday. In the event an Officer fails to work either his scheduled shift immediately prior to a holiday or his scheduled shift after said holiday, his holiday pay shall be reduced by eight (8) hours. One of the above holidays shall be the Employee's birthday unless same is on the date of the observed holiday, in which event he shall timely designate a date of his choice. Holidays which fall within five (5) or more consecutive days of an employee's accumulated time, personal days, designated days (D-days), or vacation days (combination), any one such day shall be forfeited for that holiday.

The holidays referred to above are:

New Year's Day	Independence Day
Martin Luther King	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Officer's Birthday	Christmas Day

## SECTION 2

At the Employee's option, an Employee may elect to take compensatory time off in lieu of and at the same rate as cash payment for his holidays, provided, however, that the Employee shall first request such compensatory time off from the Chief of Police, who in his reasonable discretion, shall schedule the time off so as to least interfere with the efficient operation of the Millville Police Bureau. An employee who elects, pursuant to this Section 2, to either take the whole holiday off or part thereof may do so by requesting eight (8) hours of holiday leave.

## SECTION 3

Employees shall receive their holiday pay in a separate check.

## SECTION 4

All employees shall receive twenty-four (24) hours of Personal Leave Time off per year which may be used by said Employee for any reason. Personal Leave Time is subject to prior approval as established by policies of the Millville Police Bureau so as to not interfere with the operation of said Bureau. Personal Leave Time off is not cumulative. New Employees will have Personal Leave Time pro-rated according to the time served at the rate of eight (8) hours of Personal Leave Time for every four (4) months of service.

## SECTION 5

All Employees shall receive twenty-four (24) hours working time off in the event of a death in the Employee's immediate family. The immediate family is defined as a spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, mother-

in-law, father-in-law, brother-in-law, sister-in-law, grandparents and other close relatives residing with the employee, provided the employee has filed a written notice with the personnel office prior to the event of death. Regarding family members other than those specified, any authorized time off shall be chargeable as sick days. All time off provided under this Section shall be non-cumulative.

#### SECTION 6

In the event the City adopts a "rotation schedule", days referred to as designated days or "D" days may be accumulated to a maximum of forty (40) hours off to be taken upon the timely request of the Employee with the approval of the shift supervisor subject to the review of management. The Employer will incur no overtime liability for any hours worked to arrange any accumulation of "D" days. The Employer reserves the right to change the present schedule, but the Employer will effect no change which could eliminate accumulated "D" days in accordance with this Section.

### **ARTICLE XIII**

#### **MEDICAL AND DENTAL BENEFITS**

#### SECTION 1

The Employer shall continue to provide full medical and hospitalization coverage for all members of the bargaining unit, in accordance with the coverages in effect as of December, 1993, under the City of Millville IDA Self Insured Hospitalization Plan, which provides coverages comparable to the New Jersey Blue Cross and Blue Shield PACE coverages, which were in effect prior to the implementation of the City's self-insured plan, or at the employee's option, an HMO plan of equal coverage. The City agrees that the coverages provided hereunder will include all coverages

mandated by law of the State of New Jersey. Such coverages shall be at no cost to the employee for the employee only portion of the chosen coverage. In addition, the City shall pay 100% of the premium cost for said member's dependents if the employee is enrolled in the City of Millville IDA Self Insured Hospitalization Plan. Further, an employee may enroll himself/herself and his/her dependents in an HMO Plan. In the event the employee enrolls his/her dependents in an HMO Plan and the cost of the HMO coverage is greater than the cost of the City self-insured plan for employee and family coverage, the employee shall pay the difference to the City. The City of Millville Self Insurance Plan provides for the following:

- A. A Major Medical Deductible of \$200 for individuals -  
A Major Medical Deductible of \$400 for a family
- B. Mandatory Second Surgical Opinion
- C. Pre-Admission Review

The Employer may, at its option, change any of the existing insurance providers or carriers providing such benefits so long as comparable benefits are provided to the employees and their dependents. The Employer further reserves the right, at its option, to self-insure any of the such plans or coverages so long as comparable benefits are provided to the employees and their dependents. The City will provide thirty (30) days prior notice to the PBA of the date the change will become effective for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges. At the time of notice of change to the PBA, the City will provide the Master Plan documents for both the current plan and the proposed new plan.

## SECTION 2

### **Prescription Plan**

All employees shall be covered by the Prescription Plan presently in force for all City employees, which is a Ten (\$10.00) Dollar Co-Pay for Name Brand Drugs and Zero (\$00) Co-Pay for Generic Drug Prescriptions.

### **Optical Plan**

The Employer shall provide the Spectra Vision Plan Program for the employee and his or her eligible dependents. The Employer reserves the right to substitute an optical plan with comparable or greater benefits.

## SECTION 3

Any Employee attending an assigned school within or outside the State of New Jersey or on duty outside the State of New Jersey shall be entitled to the same health benefit program or worker's compensation coverage in the normal course of duty. Any police officer responding to a call at any time, whether on duty or not at the time, shall be covered as if on duty for purposes of the health benefit program and worker's compensation, or any other benefits provided to those injured on duty.

## SECTION 4

The Employer shall provide dental insurance under the current plan through the Horizon Blue Cross/Blue Shield New Jersey Plan for all members of the bargaining unit and their dependents, or the same coverage from another provider.

Said Program or the same coverage from another provider will be supplemented, at the expense of

the Employer by an addendum to provide coverage for orthodontia care for Employees and their dependents. The maximum claim amount for employees and dependents shall be \$1500.00.

#### SECTION 5

Upon an employee's retirement (after he/she has had twenty-five (25) years of service in the Police Department of the City of Millville or who retired on a State approved disability pension based on fewer years of service credit) he or she and his/her spouse and dependents shall be entitled to receive all of the then health care benefits provided by the employer, at the expense of the employer, for the shorter of the following periods:

- (a) maximum of twelve (12) years;
- (b) when said retired employee obtains full time permanent employment having comparable health benefits (once the job is obtained, the benefits permanently terminate, even if the new employment terminates within the twelve (12) years);
- (c) when the retired employee becomes eligible for Medicare (age 65).

The above coverages pertain to the employee and are provided so long as the employee remains eligible for extended coverage as provided above. In the event the employee dies, coverage shall continue for the retiree's spouse and dependents for the remainder of the twelve (12) year period unless the spouse re-marries or obtains employment with comparable health benefits in which event coverage shall terminate.

Employees employed prior to June 15, 1990 who purchase military time according to the provisions of the Police and Fireman's Retirement System of New Jersey or who have service credit for time

employed as a law enforcement employee covered by the Police and Fireman's Retirement System of New Jersey shall be granted an exemption of up to two (2) years from the twenty-five (25) year requirement of service to the City of Millville. Employees employed after June 15, 1990 are not granted this exemption and all such employees employed after June 15, 1990 must have twenty-five (25) years of service in the Police Department of the City of Millville in order to be eligible for the continuation of coverage provided under this Section 5.

#### SECTION 6

Employees who can certify other health care coverage through a spouse's employment may elect to opt-out of coverage and receive a payment of One Thousand Five Hundred (\$1,500.00) Dollars per annum pro-rated for the period of time each year that coverage does not apply to the employee. Checks for opting out will be issued in four (4) quarterly installments. In the event the designated covered spouse dies, terminates employment, or should the marriage be dissolved by divorce, or should there be a marital separation, the non-designated spouse shall once again become covered and the One Thousand Five Hundred (\$1,500.00) Dollar payment shall be prorated. Any employee who has elected to opt-out of coverage, may re-enroll in the health care plan by giving the City thirty (30) days prior written notice of his/her desire to re-enroll in the plan. The payment on One Thousand Five Hundred (\$1500.00) Dollars shall be prorated for the period the employee was not covered by the City Plan.

#### SECTION 7

In the event a husband and wife are both employed by the City, Health Care Insurance Coverages

provided hereunder shall be afforded to only one designated spouse with the other spouse covered as a family member. The non-designated spouse shall receive a payment of \$1,500 per annum in lieu of coverage. Checks for this payment will be issued in four (4) quarterly installments. In the event the designated covered spouse dies, terminates employment or should the marriage be dissolved by divorce, or upon written certification by an employee of marital separation, the non-designated spouse shall once again become covered and the \$1,500 payment shall be prorated. This provision shall not apply to a husband and wife employed by the City prior to July 1, 1996 who are both presently being covered. The intent of this provision is to grandfather such coverages afforded prior to July 1, 1996.

#### SECTION 8

Effective January 1, 2005, increases in premiums for health insurance premiums for all coverages shall, except for individual single person coverage, be shared by the City and the employee on a 50/50 basis subject to a maximum contribution by each employee of \$500.00 per year. The base premium cost shall be the current cost for coverage for the calendar year 2004. The parties note that the comparable benefits language of Article XIII, Section 1 continues to be in effect.



**ARTICLE XIV**

**VACATIONS**

A. Annual vacation leave with pay shall be granted to employees with ninety (90) days of service according to the following schedule:

<u>Length of Service</u>	<u>Number of Hours</u>
Beginning 1st year	8 hours per full month employed
Beginning of 2nd - 9th year	120 hours annually
Beginning of 10th - 14th year	160 hours annually
Beginning of 15th - 19th year	200 hours annually
Beginning of 20+ years	240 hours annually

B. All full-time employees employed on January 1<sup>st</sup> shall be entitled to annual paid vacation leave as provided above. Annual paid vacation leave shall be credited at the advance of each calendar year in anticipation of continued employment, based on the employee's years of continuous service. Continued employment shall mean employment without interruption due to death, retirement, resignation or removal. Paid vacation leave shall not accrue after the last day of employment, nor shall it accrue during a leave of absence without pay or during a suspension without pay. An employee who terminates employment before the end of the calendar year shall reimburse the City for paid vacation days used in excess of his or her pro-rated and accumulated vacation entitlements.

C. Vacation shall be scheduled in advance by employees in accordance with Department procedures. Vacation time must be taken in no less than one-half (2 ) day increments. Vacation allowance may be taken

at such time as permitted by the Chief or his designee unless the Chief determines that it cannot be taken because of pressure of work. Normally, vacations shall be scheduled by Sergeants with the approval of the Lieutenant in Charge and/or Captain of Police taking seniority into consideration as to preference.

D. An employee's annual vacation allowance may be carried over for one succeeding year provided that at no time can more than two year's annual vacation allowance be so accumulated. Carried over vacation allowance not taken at the expiration of the succeeding calendar year shall be lost.

## **ARTICLE XV**

### **SCHOOLING**

#### **SECTION 1**

Each member of the Bureau will receive an annual increment of Fourteen (\$14.00) Dollars for each college credit hour earned. All credits earned up to the signing of the 1978 Agreement shall be covered by the "Grandfather clause", whereby all employees will continue to enjoy all benefits previously agreed.

Upon the present employee reaching the minimum requirement of thirty (30) credits, that said employee shall not be reimbursed again for college credits until attaining an additional thirty (30) credits. Each increment step thereafter shall be reached by attainment of an additional thirty (30) credits. The maximum college credits which can be earned under this Article are one hundred twenty (120) college credits.

The courses of study are to include: Political Science, Psychology, Sociology, Criminal Justice (Law Justice), Police Science, or any other program by LEEP or the City of Millville leading to a degree.

Increments for college credits will be adjusted quarterly on January 1, April 1, July 1, and October 1.

## SECTION 2

The Employer shall reimburse all Employees who attend police school outside of Cumberland County for meals, up to the amounts listed below, tolls while attending police school, and shall reimburse for mileage in accordance with the IRS rate for that year. In lieu of mileage reimbursement for use of the Employee's vehicle, the Employer may, at its option, supply a safe City vehicle for Employee's use in such instances as may be required by this Article.

Meal Allowance: The City shall reimburse all Employees for meals in accordance with the provisions of City of Millville Resolution No. A-842, or as amended, for overnight travel. In all other eligible instances, the meal allowance shall be Ten (\$10.00) Dollars.

## SECTION 3

The Chief of Police shall post notices of all available schools or seminars for all members of the department.

## ARTICLE XVI

### SICK LEAVE AND INJURY LEAVE

#### (A) SICK LEAVE

##### SECTION 1. Service Credit for Sick Leave.

- A. All employees shall be entitled to sick leave with pay as specified hereunder.
- B. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family seriously ill and requiring the presence of such employee. For the purpose of these rules, "member of the immediate family" is interpreted as meaning, father, mother, husband, wife, child, sister, brother or other near relative residing in the employee's residence.

##### SECTION 2. Amount of Sick Leave.

- A. The minimum sick leave with pay shall accrue to a full-time employee on the basis of eight (8) hours per month during the remainder of the first calendar year of employment after initial appointment; and one hundred and twenty (120) working hours in every calendar year thereafter at the beginning of each calendar year in anticipation of continued employment.
- B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.
- C. (i) Employees shall receive compensation for accrued unused sick hours upon retirement

at the rate of seventy (70%) percent of the total accrued unused sick hours up to a maximum payment of Twelve Thousand (\$12,000.00) Dollars.

(ii) "Retirement," for purposes of this Article, shall mean the termination of the employee's active service with a retirement allowance granted and paid under the provisions of the Act creating the Police and Fireman's Retirement System of New Jersey.

(iii) Any member of the bargaining unit who files his retirement papers, or who resigns from employment with the City of Millville Police Bureau shall be paid for all accumulated compensatory time.

Any sum so due under this Section 3(c), part (i), (ii), and (iii), shall upon the death of a unit member, be paid to a designee named by the unit member, or to his Estate if no designee has been named.

D. An employee who terminates employment before the end of the calendar year shall reimburse the City for paid working days in excess of his or her prorated and accumulated sick leave entitlements.

**SECTION 3. Reporting of Absence on Sick Leave.**

A. If an employee is absent for reasons that entitle him to sick leave, he/she shall make an immediate report to the commanding officer and, if unable to contact the commanding officer, shall report to the desk officer in person or by telephone. If unable to report, a relative or other responsible person shall notify the commanding officer or desk officer of all pertinent facts, either in person or by telephone. These reporting requirements may be

modified or changed from time-to-time by an order or directive of the Chief of Police. The latest order or directive of the Chief of Police shall be the controlling procedure.

- B. Employees, when sick or injured, shall be responsible for notifying their supervisors as to their places of confinement or any subsequent change in their places of confinement.
- C. Employees taken sick or injured on duty shall report the facts to their commander and shall remain on duty until relieved, unless excused by a superior officer. The only exception to this rule would be where the sickness or injury is disabling to the point of preventing compliance.
- D. Employees who absent themselves in an improper manner shall be subject to disciplinary action being preferred against them in accordance with Departmental Regulations.
- E. For employees assigned to the Patrol Division, absence without notice for five(5) consecutive work days shall constitute a resignation not in good standing.

SECTION 4. Verification of Sick Leave.

- A. For employees assigned to the Patrol Division, an employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than fifteen (15) working days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the Employer.

The Employer may also require a physician's certificate for illnesses whenever such requirement seems reasonable and further may adopt such other sick leave verification procedures as it may deem appropriate.

Furthermore, the Employer may require an employee to be examined by an Employer-designated physician at the expense of the Employer.

- B. In case of a leave of absence due to exposure to contagious disease, a Certificate from the Department of Health may be required prior to the employee's return to work. Any cost incurred for such certification shall be borne by the Employer.
- C. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the Employer, by a physician designated by the Employer. The sole purpose of such examination shall be to establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health or safety of other employees.

**SECTION 5. Incentive for Non-Use of Sick Leave**

On or about January 1 of each year, employees who did not take any sick leave during the previous calendar year may, at their option, sell back to the City up to forty (40) accumulated sick leave hours at their rate of pay as of December 31 of the previous calendar year. Payment will be made on or before January 31st.

On or about January 1 of each year, employees who used only twelve (12) hours of sick leave during the previous calendar year may, at their option, sell back to the City up to twenty-four (24) accumulated sick leave hours at their rate of pay as of December 31 of the previous calendar year. Payment will be made on or before January 31<sup>st</sup>.

(B) INJURY LEAVE

The Employer shall continue the Injury Leave Policy consistent with NJSA 40A: 14-137.

If an employee is incapacitated and unable to work because of an injury sustained in the performance of his police duties, as evidenced by a Certificate of an Employer-designated physician or other doctor acceptable to the Employer, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of three hundred sixty five (365) days or so much thereof as may be required, as evidenced by Certificate of an Employer-designated or accepted physician, but not longer than a period of which worker's compensation payments are allowed.

If at the end of such three hundred sixty five (365) day period the employee is unable to return to duty, a Certificate from the Employer-designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave and allowance will approximate the employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any employee on disability leave is paid by the City of Millville, any workers compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City of Millville by the insurance carrier or the employee.

Whenever the Employer-designated physician or physician acceptable to the Employer shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.



Furthermore, an employee during the period of his disability may be assigned a temporary work assignment known as Transitional Duty in accordance with the provision of the City of Millville Ordinance No. 31-2001.

Employees on job-related disability leave and authorized to return from said leave on Transitional Duty are required to report same to the Chief of Police.

Any employee on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he remains on the payroll.

## **ARTICLE XVII**

### **CLOTHING ALLOWANCE AND MAINTENANCE**

#### **SECTION 1**

All clothing allowance and maintenance allowance hereinafter set forth shall be the annual amount.

The clothing allowance shall be paid in two equal installments on January 10th and August 15th.

The clothing maintenance allowance shall be paid in one installment on August 15th.

#### **SECTION 2**

The Detectives shall receive a clothing allowance in each year of seven hundred fifty (\$750.00) dollars.

#### **SECTION 3**

All Employees shall receive a clothing maintenance allowance in each year under this Agreement as follows:

2004 \$575

2005 \$625

2006 \$675

**ARTICLE XVIII**  
**COURT APPEARANCES**

Employees (including retirees who are called back to testify on an active case) shall be compensated for all court appearances when said appearances would be required when an Employee would otherwise be off duty. Said appearance shall be compensated at the following rates for each appearance.

Municipal Court	\$45.00
County Court, Grand Jury, Motor Vehicles, ABC, and other required Agency Hearings	\$75.00
Federal Court	\$75.00

In the event any officer is required to stay in Municipal Court in excess of four continuous hours, then he/she shall receive an additional payment of the Municipal Court stipend. Such payment must be authorized and approved by Municipal Court personnel. (Judge, Prosecutor, Clerk)

For the purposes of this Article, a court appearance shall be defined as attendance at any one court for any one case unless a police officer is subpoenaed to attend two or more cases in any one court. However, if the subpoenas are for different times and one or more is A.M. and one or more is P.M., then each would be considered a separate appearance.

Mileage shall be reimbursed by the Employer in accordance with the provisions of Article XV, Section 2, for any required Court appearance outside of Cumberland County.

Each Police Officer who is a member of the bargaining unit shall receive an annual adjustment to his/her salary in the amount of Two Hundred Fifty (\$250.00) Dollars. This adjustment is to compensate for

off-duty preparation for court appearances. All employees are expected to appear in court with a thorough knowledge of his case and prepared to testify in detail.

The above mentioned court preparation adjustment shall be paid on or about the first or second pay period of January of each year.

**ARTICLE XIX**  
**ASSOCIATION RIGHTS**

**SECTION 1**

The Employer agrees to grant time off with pay to the duly authorized representatives of the PBA to attend any state or national convention of such organization. A certificate of attendance to the State or National convention shall be submitted by the representative so attending. The time off granted shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

**SECTION 2**

With the approval of the Chief of Police, the Employer shall grant the Local PBA President the right to attend to local PBA business as long as it does not interfere with Department operations.

**ARTICLE XX**  
**MISCELLANEOUS**

**SECTION 1**

All personal items of Employees covered herein that are damaged, destroyed or lost through active pursuit in the line of duty, which are not covered by insurance, shall be replaced by the Employer,

subject to Employee submitting a report for said claim, together with a voucher, subject to a maximum reimbursement of Two Hundred Fifty (\$250.00) Dollars per item. Misplaced or misplaced items are not covered by this Section.

## SECTION 2

Inoculation shots will be made available to all Employees covered herein at the City of Millville designated occupational/medical health facility.

## SECTION 3

Employees certified to carry weapons shall have the option to carry a Department-approved back-up hand gun, at the Employee's expense, after qualifying with such a weapon.

## SECTION 4

- (a) All employees are subject to Law Enforcement Drug Screening Guidelines as promulgated by the New Jersey Department of Law and Public Safety, Division of Criminal Justice.
- (b) In consultation with the Association, the City may institute a reasonable drug and alcohol testing policy.
- (c) In the event it is determined that an Employee has a drug or alcohol related problem, said employee shall undergo such counseling and/or therapy as the City deems necessary.
- (d) The cost of such counseling and/or therapy shall be borne by the City.
- (e) Should such counseling and/or therapy require release time from work, the Employee shall suffer no loss of pay.
- (f) In the event that a drug or alcohol related problem should reoccur in an Employee who has

successfully completed counseling and/or therapy for a similar previous problem, said Employee shall be dismissed.

## SECTION 5

The procedures for PBA dues deductions and agency shop fees shall be in accordance with Appendix A, attached hereto and made a part hereof.

## **ARTICLE XXI**

### **PRORATION OF BENEFITS**

1. Employment. During the first calendar year of employment, proration shall occur only as outlined in other articles of this contract.

2. Termination. Upon termination of employment, vacation leave, sick leave and personal leave shall be prorated on the basis of the number of full months employed. Death or State approved retirement shall not be considered termination and will not result in proration of sick leave and personal leave but will result in proration for vacation leave in accordance with Article XIV (B).

3. Suspensions. All suspensions shall be imposed on a work day basis, as heretofore. During any suspension period in excess of twenty-nine (29) work days, vacation leave and annual clothing maintenance shall be prorated on the basis of the number of thirty (30) work day periods of suspension served.

4. Leave of Absence Without Pay. During any leave of absence without pay in excess of twenty-

nine (29) work days, vacation leave, sick leave, personal leave, and annual clothing maintenance allowance shall be prorated on the basis of the number of thirty (30) work day periods of leave taken.

## **ARTICLE XXII**

### **K-9 UNIT OFFICERS**

1. The City agrees to pay officers assigned to the K-9 Unit for their personal care of the dog and the facilities in which the dog resides a stipend of Six Hundred (\$600.00) Dollars per annum. This annual stipend represents two (2) hours pay a week at a rate of \$5.76 an hour for 52 weeks in a year. The annual stipend shall be pro-rated for the period of time during which the officer is assigned to serve as a member of the K-9 Unit. The two (2) hours pay a week shall not be paid or be counted toward contractual overtime, but rather shall be paid as straight time at the rate of \$5.76 an hour under the applicable provisions of the FLSA, Section 7(K).

2. The PBA agrees that the two (2) hours of compensable care for the canine provided under this addendum is an adequate and reasonable computation of the time necessary to care for the canine outside of normal working hours.

3. Payment made by the City is intended to cover the cost of normal feeding, care and grooming of the dog. It is further understood that the cost for food, veterinary care materials and boarding away from the officer's residence when necessary shall be paid by the City to a kennel of quality reputation of the City's choice.

**ARTICLE XXIII**

**DURATION**

A. This Agreement shall be in full force and effect as of January 1, 2004 and shall remain in effect to and including December 31, 2006.

B. The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred and twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employee Relations Commission (PERC). The term of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

CITY OF MILLVILLE

Attest:

\_\_\_\_\_  
Lewis N. Thompson, City Clerk

By: \_\_\_\_\_  
James Quinn, Mayor

MILLVILLE P.B.A. LOCAL # 213

By: \_\_\_\_\_  
\_\_\_\_\_

GRUCCIO, PEPPER, De SANTO & RUTH, P.A.  
817 LANDIS AVENUE, VINELAND, NEW JERSEY 08360



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(pba213.agr.2005 )  
04/13/05

**GRUCCIO, PEPPER, De SANTO & RUTH, P.A.**  
**817 LANDIS AVENUE, VINELAND, NEW JERSEY 08360**

APPENDIX A

DUES DEDUCTION and AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Association and verified by the City's Chief Financial Officer during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.

E. Any such written authorization may be withdrawn at any time by filing of notice of such withdrawal with the City Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. The City agrees to deduct the fair share fee from the earnings of those employees who elect

not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the

appeal.

L. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deductions.

**EXHIBIT "A"**

**SALARY SCHEDULE**

	Current	2004	2005	2006
Step 1	\$27,053	\$28,027	\$29,036	\$30,081
Step 2	32,595	33,768	34,984	36,243
Step 3	40,704	42,169	43,687	45,260
Step 4	46,244	47,909	49,634	51,421
Step 5	48,094	49,825	51,619	53,477
Step 6	53,225	55,141	57,126	59,183
Senior Officer*				61,683

Detective Assignment Allowance - \$600 per annum

K-9 Unit Assignment Allowance - \$600 per annum

For all salary adjustments and longevity payments, an employee's anniversary date shall be on the first day of the month hired if he/she commences employment on or before the fifteenth (15th) day of the month and shall be the first (1st) day of the following month if he/she commences employment after the fifteenth (15th) day of the month of hire.

\*Senior Officer Rate applies only to Patrolmen who have completed twenty (20) years of service with the Department.