

3-0392

06-10

A G R E E M E N T

BETWEEN

MILLVILLE, CITY OF
CITY OF MILLVILLE
CUMBERLAND COUNTY, NEW JERSEY

AND

MILLVILLE POLICE SUPERIOR
OFFICERS ASSOCIATION

~~X~~ January 1, 1984 - December 31, 1986

Prepared by:

William L. Forester, Esquire
411 High Street
P.O. Box 431
Millville, New Jersey 08332

INDEX

<u>Topic</u>	<u>Page</u>
Article I - Recognition	2
Article II - Management Rights	2
Article III - No Strike	2
Article IV - Grievance Procedure	3
Article V - Salaries	6
Article VI - Longevity	7
Article VII - Overtime	8
Article VIII - Retention of Benefits	9
Article IX - Legal Aid	10
Article X - Discrimination or Coercion	11
Article XI - Savings Clause	11
Article XII - Holidays	12
Article XIII - Medical and Dental Benefits	14
Article XIV - Vacations	16
Article XV - Schooling	16
Article XVI - Sick Leave and Injury Leave	18
Article XVII - Clothing Allowance	18
Article XVIII - Court Appearance	19
Article XIX - Miscellaneous	20
Article XX - Duration	21
Signature Page -	21
Salary Schedule - Exhibit "A"	22

A G R E E M E N T

THIS AGREEMENT, made this 17th day of October, 1984, between the City of Millville, hereinafter referred to as "Employer" and Millville Police Superior Officers Association, hereinafter referred to as "Superiors".

W I T N E S S E T H :

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and certain other conditions of employment.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the employer recognized as being represented by the Superiors as follows:

ARTICLE I.
Recognition

The Employer hereby recognizes the aforementioned Superiors as the exclusive representative for all its Lieutenants, Sergeants, and the Captain of Police.

ARTICLE II.
Management Rights

The Superiors recognize that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

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 the Superiors shall authorize, institute or condone any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any Superior 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.

A Superior with a grievance shall first discuss it with his immediate supervisor either directly or through the Superior's designated representative for the purpose of resolving the matter informally.

Step 2.

If the aggrieved party is not satisfied with the disposition of this 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 his immediate supervisor, 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 immediate supervisor, the aggrieved party and the Superior's designated representative. A decision thereon shall be rendered in writing by the immediate supervisor within three (3) working days after the holding of such meeting.

Step 3.

If the aggrieved party is not satisfied with the disposition of this grievance at Step 2, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 2, he may file a formal written grievance with the Captain of Police. 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 Superior'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.

Step 4.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 3, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 3, he may file a formal written grievance with the Chief of Police. A meeting on the written grievance shall be held within three (3) working days of the filing of the written grievance between the Chief of Police, the aggrieved party and the Superior'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 5.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 3, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 4, he may file a formal written grievance 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 Director of Public Safety, the aggrieved party and the Superior's designated representative. A decision thereon shall be rendered in writing by the Director of Public Safety within three (3) working days after the holding of such meeting.

Step 6.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 5, or if no written decision has been rendered within three (3) working days after the presentation of that grievance at Step 5, the matter may be referred by the Superiors by its designated representative to the Board of Commissioners. The Commission shall meet with the Superiors within twenty (20) days of the grievance and shall issue a final written decision within five (5) working days of the meeting.

Section 2.

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

Section 3.

A grievance must be presented at Step 1 within one 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 stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Superiors. When an employee is not represented by the Superiors, the Superiors shall have the right to be present and state its views at all stages of the grievance procedure.

ARTICLE V.
Salaries

The salary schedule is attached hereto as Exhibit "A".

ARTICLE VI.
Longevity

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>1984</u>	<u>Percentages</u>
5		2.0
10		3.0
15		4.0
20		5.0
25		6.0

<u>Years</u>	<u>1985</u>	<u>Percentages</u>
5		2.0
10		3.0
15		4.5
20		5.5
25		6.5

<u>Years</u>	<u>1986</u>	<u>Percentages</u>
5		2.0
10		3.5
15		4.5
20		5.5
25		6.5

ARTICLE VII
Overtime

Section 1.

Overtime work performed by Superiors shall be compensated monthly at a rate equal to one and one-half the Superior's normal hourly rate. All hours worked in excess of forty (40) hours per week, or in excess of eight (8) hours per day, shall be paid at said time and one-half, subject, however, to the stipulation that overtime shall be compensated only on hours worked in excess of the normal work schedule which averages forty (40) hours per week based on the work schedule currently in force.

Section 2.

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

Section 3.

In the event a Superior is called to duty when he otherwise would have been off duty, he shall be paid overtime pay for all hours worked, and the Employer guarantees that said Superior shall receive a minimum of four hours pay (six hours as computed at the premium rate herein provided). The minimum guarantee does not apply to an early call in preceding the

regular scheduled shift when said Superior continues to work in to said shift or to a hold-over after a regularly scheduled shift.

Section 4.

Overtime payments as provided herein shall be paid by means of a separate check on the first day of each month upon verification of overtime hours worked.

Section 5.

At the election of the Superior compensatory time off shall be allowed for overtime hours worked and said time off shall be computed at one and one-half time for each hour worked. Compensatory time shall be scheduled by the Chief of Police, or his designee, who in his reasonable discretion, shall schedule the time so as to least interfere with the efficient operation of the Police Bureau. Compensatory time shall be applicable and available to a Superior as a result of call-in provision, Article VII - Overtime, Section 3.

ARTICLE VIII
Retention of Benefits

Except as otherwise provided herein, all rights, privileges and benefits which the Superiors 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 provisions 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 provision of State Laws concerning Referenda.

ARTICLE IX
Legal Aid

When a Superior covered herein is a Defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the City shall provide said Superior with the necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in criminal proceedings instituted as a result of a Complaint by the City. If any such disciplinary or criminal proceeding instituted by or on Complaint of the City shall be dismissed or determined in favor of the Superior, he shall be reimbursed for the expense of his legal defense, in accordance with N.J.S.A. 40A:14-155.

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 Superiors because of membership or activity in the Superiors. The Superiors or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the Superiors 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 decisions 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 for fourteen (14) holidays, fifteen (15) holidays in years 1985 and 1986, 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. To be paid for the holiday, the employee must work the holiday, if scheduled to do so. One of the holidays shall be the Superior's birthday unless same is on date of observed holiday, in which event he shall timely designate a date of his choice.

Section 2.

At the employee's option, an employee may elect to take compensatory time off in lieu of 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.

Section 3.

Employees shall receive their holiday pay in a separate check.

Section 4.

All employees shall receive three personal days off which may be used by said employee for any reason. One of these days may be used by the employee to receive his wedding off.

Section 5.

One additional personal day shall be provided each employee who has not had a chargeable accident during the contract year. Said additional personal day shall not be cumulative. This additional personal day may be used from January 1 until December 31 of year following accident free year, subject to prior approval of Chief of Police so as not to interfere with operation of Police Bureau.

Section 6.

All employees shall receive three (3) personal days off in the event of a death in the employee's immediate family. The immediate family is defined as spouse, son, step-son, daughter, step-daughter, father, father-in-law, step-father, mother, mother-in-law, step-mother, brother, step-brother, sister and step-sister. One (1) personal day off shall be afforded in the event of the death of an employee's grandparent. Regarding

family members other than those specified any authorized days off shall be chargeable as sick days. All days off provided under this Section shall be non-cumulative.

Section 7.

Under the present schedule, days referred to as designated days or "D" days may be accumulated to a maximum five (5) days 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 City reserves the right to change the present schedule but the City will effect no change which would eliminate accumulated "D" days in accordance with the Section.

ARTICLE XIII.
Medical and Dental Benefits

Section 1.

The Employer shall provide full medical and hospitalization coverage for all members of the bargaining unit, and in addition, shall pay 100% of the premium cost for said member's dependents, provided the member enrolled the said dependents in the hospitalization plan in force for all employees of the City of Millville. The plan shall be New Jersey Blue Cross and Blue Shield PACE coverage with Rider J (\$400.00) coverage for the member and his eligible dependents.

Section 2.

All employees shall be covered by the prescription plan presently in force for all City employees.

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 Blue Cross - Blue Shield, or Worker's Compensation coverage on the normal course of duty.

Section 4.

(a) The Employer shall provide dental insurance under the Pacific Mutual Insurance Company Dental Insurance Program for all members of the bargaining unit and their dependents, subject to the terms and conditions of the Pacific Mutual Insurance Company group policy No. GK-19170.

(b) Said Pacific Mutual Insurance Company Dental Insurance Program will be supplemented by adding thereto, at the expense of Employer, an Addendum to provide coverage for orthodontial care for employees and their dependents.

Section 5.

Employer shall continue a Retired Employee's Hospitalization coverage as subscribed to at the time of retirement, at the expense of Employer, for a period of five (5) years from the effective date of retirement.

Section 6.

Commencing January 1, 1985, Employer shall continue a retired Employee's dental plan coverage, at City's expense, for a period of five (5) years from the effective date of retirement.

ARTICLE XIV.
Vacations

Vacations shall be scheduled by Superiors with the approval of the Chief of Police, taking seniority into consideration as to preference in accordance with the following guidelines:

- (a) Ninety (90) days of employment to the completion of nine years = fifteen (15) working days;
- (b) Beginning the tenth year to completion of fourteenth year = twenty (20) working days;
- (c) Beginning the fifteenth year to completion of nineteenth year = twenty-five (25) working days;
- (d) Beginning the twentieth year to retirement = thirty (30) working days.

ARTICLE XV
Schooling

Section 1.

Each member of the Bureau will receive an annual increment of \$14.00 for each college credit hour earned. All

credits earned up to the signing of the 1978 contract should be covered by the "Grandfather Clause", whereby all employees will continue to enjoy all benefits previously agreed to in Article 15, Section 1 of the 1977 Contract.

Upon the present employee reaching the minimum requirement of 34 credits, that said employee shall not be reimbursed again for college credits until attaining an additional 30 credits.

The courses of study are to include: Political Science, Psychology, Sociology, Criminal Justice (Law Justice), Police Science or any other program approved 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 City shall reimburse all employees for meals and tolls while attending police schools, and shall reimburse all members for mileage at the rate of twenty cents (\$.20) per mile.

Section 3.

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

ARTICLE XVI.
Sick Leave and Injury Leave

Section 1.

The City shall continue the present sick leave and injury leave policy presently in effect for the duration of this Agreement.

Section 2.

(a) Employees shall receive accrued sick days upon retirement at the rate of sixty per cent (60%) of the total to a maximum of \$8,500.00. In the event of the death of any employee while employed by the City of Millville, the designated beneficiary shall enjoy the same benefit.

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

ARTICLE XVII.
Clothing Allowance

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 1st

and July 1st. The clothing maintenance allowance shall be paid in one installment on July 1st.

Section 2.

The Detectives shall receive a clothing allowance of \$525.00 for 1984, \$555.00 for 1985 and \$580.00 for 1986.

Section 3.

All employees shall receive a clothing-maintenance allowance of \$175.00 for 1984, \$200.00 for 1985 and \$225.00 for 1986.

ARTICLE XVIII.
Court Appearances

Employees shall be compensated for all court appearances when said appearance would be required when an Employee would otherwise be off duty at the following rates:

Municipal Court - for each appearance.....	\$ 15.00
County Court, Grand Jury, Motor Vehicle, ABC, and other required Agency Hearings, for each appearance	\$ 20.00

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 to more than one case in any court for the same time. If a police officer is subpoenaed to attend two or more cases in any one court, however, and 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.

The Employer shall reimburse Employees for mileage at the rate of Twenty Cents (\$.20) per mile when an employee attends a mandatory court appearance outside of Cumberland County.

Each employee shall receive an annual adjustment to salary in the amount of \$200.00 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.

ARTICLE XIX.
Miscellaneous

Section 1.

All personal items of employees covered herein that are damaged or destroyed, or lost in the line of duty, which are not covered by insurance, shall be replaced by the City, subject to employee submitting a report for said claim, together with voucher, subject to a maximum payment of \$300.00.

Section 2.

Innoculation shots will be made available to all employees covered herein at the Emergency Room of Millville Hospital, as required.

ARTICLE XX.
Duration

This Agreement shall effective as of January 1, 1984 and shall terminate on December 31, 1986. If either party desires to change this Agreement prior to the expiration of said Agreement, it shall notify the other party in writing at least sixty (60) days prior to the expiration of this Agreement of the proposed change. If notice is not given as herein stated, this Agreement shall automatically be renewed for the next successive year.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 17th day of October, 1984.

Attest:

Lewis N. Thompson
Lewis N. Thompson, City Clerk

CITY OF MILLVILLE

Chester M. Goodwin, III
Chester M. Goodwin, III,
Mayor

MILLEVILLE POLICE SUPERIOR
OFFICERS ASSOCIATION

Charles Porch
Dave E. Lokuy
Richard Cassobon

1984

Police Captain	\$30,913.75
Police Lieutenant	27,465.13
Police Lieutenant, Assigned Detective	28,065.13
Police Sergeant	25,302.52
Police Sergeant Assigned Detective	25,902.52

1985

Police Captain	\$32,614.01
Police Lieutenant	28,975.61
Police Lieutenant, Assigned Detective	29,575.61
Police Sergeant	26,694.16
Police Sergeant, Assigned Detective	27,294.16

1986

Police Captain	\$34,407.78
Police Lieutenant	30,569.27
Police Lieutenant, Assigned Detective	31,169.27
Police Sergeant	28,162.34
Police Sergeant, Assigned Detective	28,762.34

1984 Salary Increase 5%
1985 Salary Increase 5.5%
1986 Salary Increase 5.5%