

AGREEMENT

BETWEEN THE

Millville, City of
CITY OF MILLVILLE

AND THE

MILLVILLE PBA LOCAL # 213

(THE COUNTY OF (CUMBERLAND,) NEW JERSEY)

1987-1989

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x January 1, 1987 December 31, 1989

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AGREEMENT

THIS AGREEMENT, made this 16th day of February, 1988,
between the CITY OF MILLVILLE, hereinafter referred to as
"Employer", and the POLICEMEN'S BENEVOLENT ASSOCIATION,
MILLVILLE LOCAL #213, hereinafter referred to as
"Employee";

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining
for the purpose of developing a contract covering wages,
hours of work, and certain other terms and 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 PBA as follows:

ARTICLE I
RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all its Patrolmen, Detectives, and those paid members of the Millville Fire Department, but excluding anyone with the rank of Sergeant or above.

ARTICLE II
MANAGEMENT RIGHTS

Employees 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 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 first discuss it with his Sergeant either directly or through the PBA's designated representative for the purpose of resolving the matter informally.

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 his Division Commander with copies to be simultaneously filed with the Captain of Police, 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 Division Commander, the aggrieved party and the PBA's designated representative. A decision thereon shall be rendered in writing by the Division Commander 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 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, 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.

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, with a copy to 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 5. If the aggrieved party is not satisfied with the disposition of his grievance at Step 4, or if no written decision has been rendered within three (3) working days after the presentation of that grievance at Step 4, 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 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 five (5) working days after the presentation of the grievance at Step 5, the

matter may be referred by the PBA through its designated representative to the full Board of Commissioners. The Commission shall meet with the PBA within (20) days of the grievance and shall issue a written decision within five (5) working days of the meeting.

Step 7. If the aggrieved party is not satisfied with the disposition of the grievance at Step 6, or if no written decision has been rendered within five (5) working days after the presentation of the grievance at Step 6, 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 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.

**ARTICLE V
SALARIES**

	POLICE OFFICER/ PAID FIREMEN *		POLICE OFFICER ASSIGNED DETECTIVE	
July 1, 1987	\$13,650	\$26,322 ✓	\$26,952	*26,922 ✓
Jan. 1, 1988	14,333	27,638 ✓	28,300	28,238 ✓
July 1, 1988	15,049	29,020 ✓	29,715	29,620 ✓
Jan. 1, 1989	15,802	30,471	31,201	31,071 ✓

2/1/89
and Dy...
and Dy...
and Dy...
and Dy...

* Police Officer/Paid Fireman to reach maximum salary (column 2) on anniversary date three (3) years from date of employment.

**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>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 Employees in excess of the normal work week 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 forty (40) hours per week, or in excess of eight (8) hours per day, subject, however, to the stipulation that firemen's overtime shall be compensated only on hours worked in excess of said firemen's normal work schedule. This shall include all courses and/or training that the City directs the Employee to undertake.

SECTION 2.

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 3.

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 1 above, and the Employer guarantees that said Employee shall receive a minimum of four (4) hours pay or compensatory time (six hours as computed at the premium rate herein provided). The minimum four (4) hour 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.

SECTION 4.

Overtime payments as provided herein shall be paid monthly by means of a separate check on the first payday of each month.

ARTICLE VIII RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the Employee 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

When an Employee covered herein is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the Employer shall provide said Employee with the necessary means for the defense of such action or proceeding instituted against him by the municipality or in criminal proceeding 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 Employee, he shall be reimbursed for the expense of his legal defense, in accordance with N.J.S.A. 40A:14-155 and N.J.S.A. 40:A14-28.

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 for sixteen (16) holidays, listed in Section 8 of this Article, 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. 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 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.

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.

SECTION 3.

Employees shall receive their holiday pay in a separate check.

SECTION 4.

All Employees shall receive three (3) personal days off per year which may be used by said Employee for any reason. One of these days may be used by the Employee to receive his wedding day off. Personal days are 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 days are not cumulative. New Employees will have personal days pro-rated according to the time served

at the rate of one personal day for every four (4) months of service.

SECTION 5.

One additional personal day shall be provided each Employee who has not had a chargeable accident during 1986 only. Said day shall not be cumulative. This day may be used from January 1 until December 31, 1987, subject to prior approval so as not to interfere with the operation of the Millville 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 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, and grandparents. 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 noncumulative.

SECTION 7. Under the present schedule, days referred to as designated days or "D" days may be accumulated to a maximum of 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 Employer reserves the right to change the present schedule, but the Employer will effect no change which would eliminate accumulated "D" days in accordance with this Section.

SECTION 8.

The holidays referred to in Section 1 of this Article are:

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

ARTICLE XIII
MEDICAL & 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 members' dependents, provided the member enrolled the said dependents in the hospitalization plan in force for all members of the bargaining unit. 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, or at the Employee's option, an HMO plan of equal coverage.

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 of 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 Workers' Compensation coverage in the normal course of duty. Any fireman 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 Blue Cross, Blue Shield, and Workers' Compensation, or any other benefits provided to those injured on 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 Pacific Mutual Insurance Company Group Policy No. GK-19170.

(B) Said Pacific Mutual Insurance Company dental insurance program will be supplemented, at the expense of Employer, by addendum to provide coverage for orthodontial care for Employees and their dependents.

SECTION 5.

Employer shall continue a retired Employee's hospitalization, prescription, and dental coverage, at the expense of Employer, for a period of five (5) years from the effective date of retirement.

ARTICLE XIV

VACATIONS

Vacations shall be scheduled by Sergeants with the approval of the Division Commander and/or Captain 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 (9) years - fifteen (15) working days.
- (b) Beginning the tenth (10th) year to completion of fourteen (14) years - twenty (20) working days.
- (c) Beginning the fifteenth (15th) year to completion of nineteen (19) years - twenty-five (25) working days.
- (d) Beginning the twentieth (20th) 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 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 34 credits, that said employee shall not be reimbursed again for college credits until attaining an additional 30 credits. Each increment step thereafter shall be reached by attainment of 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 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, October 1.

SECTION 2.

The Employer shall reimburse all Employees for meals, up to the amounts listed below, tolls while attending police or fire schools, and shall reimburse for milage in accordance with the IRS rate for that year. In lieu of milage 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:

1987	\$4.50
1988	5.00
1989	5.50

SECTION 3.

The Chiefs of both Police and Fire Departments shall post notices of all available schools or seminars for all members of both departments.

ARTICLE XVI
SICK LEAVE AND INJURY LEAVE

SECTION 1.

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

SECTION 2.

Employees shall receive compensation for accrued unused sick days upon retirement at the rate of sixty per cent (60%) of the total to a maximum compensation of \$7,500.00. In the event of the death of an Employee while employed by the City of Millville, the designated beneficiary shall enjoy the same benefit.

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

SECTION 2.

The paid fire fighters shall receive a clothing allowance of \$380.00. This allowance shall terminate in the event the City opts to purchase firemen uniforms.

SECTION 3.

The Detectives shall receive a clothing allowance of \$655.00.

SECTION 4. All Employees shall receive a clothing maintenance allowance as follows:

1987	\$250.00
1988	275.00
1989	300.00

**ARTICLE XVIII
COURT APPEARANCES**

Employees 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.

	<u>1987</u>	<u>1988-89</u>
Municipal Court.....	\$20.00	\$25.00
County Court, Grand Jury, Motor Vehicles, ABC, and other required Agency Hearings.....	25.00	30.00

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 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.

Milage 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.

**ARTICLE XIX
ASSOCIATION RIGHTS**

SECTION 1.

The Employer shall grant the duly elected State Delegate for both the PBA and the FMBA release time to attend official state organization meetings at which the Delegate's presence is required.

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 City, subject to Employee submitting a report for said claim, together with voucher, subject to a

maximum reimbursement of \$200.00 per item. Misaid or misplaced items are not covered by this Section.

SECTION 2.

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

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) In consultation with the Association, the City may institute a reasonable drug and alcohol testing policy.

(b) 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.

(c) The cost of such counseling and/or therapy shall be borne by the City.

(d) Should such counseling and/or therapy require release time from work, the Employee shall suffer no loss of pay.

(e) In the event that a drug or alcohol related problem should re-occur 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

DURATION

This Agreement shall be effective as of January 1, 1987, and shall terminate on December 31, 1989. 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 changes. If notice is not given as herein stated, this Agreement shall automatically be renewed for the next successive year. All benefits acquired hereunder and not paid prior thereto shall be retroactive to January 1, 1987.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

CITY OF MILLVILLE

James W. Appenich
MAYOR

ATTEST:

John D. Thompson
CITY CLERK

MILLVILLE P. B. A. LOCAL #212

James Franklyn PBA President
Thomas W. Kelly Vice Pres.
Robert C. Hall - Chairman

ATTEST:

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 Treasurer 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 percent (85%) 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 deduction.