

A G R E E M E N T

between

THE CITY OF SOMERS POINT

A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY

and the

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

MAINLAND LOCAL NUMBER SEVENTY-SEVEN

SOMERS POINT SUPERVISORS

January 1, 2004 Through December 31, 2007

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AGREEMENT

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

ARTICLE 1

EMPLOYEE REPRESENTATIVE

1.1 MAJORITY REPRESENTATIVE

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

ARTICLE 2
GRIEVANCE PROCEDURE

2.1 DEFINITION

A grievance shall be defined as a complaint by an employee covered by this Agreement as to working conditions, terms and conditions of employment, and/or any personal loss or injury because of a violation to this Agreement between the parties. A grievance, to be considered under this procedure, must be initiated by the employee within seven (7) calendar days from the time of its occurrence, or the knowledge of its occurrence.

2.2 PROCEDURE

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

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

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

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

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

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

2.3 ARBITRATION

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

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

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

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

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

- a. A joint request shall be made to the New Jersey Public Employees Relations Commission to submit a roster of persons qualified to function as arbitrator in the dispute in question.

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

2.4 **COST OF ARBITRATION**

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

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

2.5 **MISCELLANEOUS**

2.5.1 Any grievance submitted shall contain the following information:

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

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

ARTICLE 3

NON-DISCRIMINATION

The City and the PBA #77 both recognize that there shall be no discrimination by reason of sex, creed or racial origin with respect to employment, or opportunities for improvement of jobs, or as a condition of employment. The City further agrees it will not interfere with nor discriminate against any employee because of membership in or legitimate activity on behalf of the PBA. The PBA agrees it will represent equally all employees in the negotiating unit without regard to membership in the PBA #77.

ARTICLE 4

DEDUCTION OF PBA DUES

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

ARTICLE 5

MANAGEMENT RIGHTS

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

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

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

5.4 The exercise of the foregoing power, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

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

5.6 If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

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

ARTICLE 6

STRIKES

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

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

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

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

ARTICLE 7

POLICEMEN'S RIGHTS

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

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

ARTICLE 8

HOLIDAYS

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

8.2 All employees covered by this Agreement shall be paid one and one half times their hourly rate of pay should they work a regularly scheduled shift on New Years Day, Thanksgiving and Christmas in any contract year. This shall not affect Article 8.1 which is in addition to and separate from this Article.

8.3 All uniformed employees covered by this Agreement assigned to the Patrol Division, by virtue of the fact that they work a rotating shift schedule, work an average of forty-two (42) hours or approximately one hundred four (104) hours more per year than a standard forty (40) hour work week. Any employee who works additional hours due to the rotating shift and/or is charged with time for authorized leave, including vacation leave, holiday leave, and sick leave shall be remunerated at straight time pay for each additional hour actually worked or charged, up

to one hundred four (104) hours per calendar year. Hourly rate shall be computed on the basis of the employee's base salary, as indicated in Article 11, 11:1.1, plus longevity, as indicated in Appendix A. Payment shall be made quarterly, with the first pay of the next subsequent quarter except for the last quarter of the year which shall be made with the first pay in December of that calendar year. A lump sum payment, if legal will be reinstated with over or under adjustments to be made each December.

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

ARTICLE 9

VACATIONS

9.1 An employee, during this first year of employment shall be entitled to one working day's vacation for each month of service up to and including December of his/her initial year.

Thereafter, he shall be entitled to a paid vacation according to the following schedule:

Starting at year 4 through year 8.15 working days

Starting at year 9 through year 12 19 working days

Starting at year 13 through year 17 22 working days

Starting at year 18 through year 2125 working days

Starting at year 22 through year 3030 working days

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

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

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

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

9.5 Effective January 1, 2000, each employee shall have the option to sell back to the City up to nine (9) vacation days per year each at the employee's request, after the budget is passed. Upon written approval of the City Administrator, an employee may receive this vacation buyback prior to the adoption of the budget.

ARTICLE 10

LEAVES

10.1 **SICK LEAVE**

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

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

such employee shall be entitled to such accumulated sick leave with pay if and when needed, provided that the City shall not require any of its employees who may be disabled either through injury or illness as a result of, or arising from his/her respective employment, to utilize the sick leave accumulated under this Section.

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

10.1.4 Pay upon Termination - Upon the retirement of an employee covered under this contract, said employee shall receive terminal leave amounting to 100% of his/her accumulated sick leave, computed on his/her daily rate of pay at time of retirement, up to a maximum of one year. Work year being defined as 260 days.

 Upon the permanent disability of an employee covered under this contract, said employee shall receive terminal leave amounting to 100% of his/her unused sick leave to maximum of one year.

 Upon the death of an employee covered under this contract, said employee's spouse, if living, or his/her Estate, shall receive one full payment for all unused accumulated sick leave, vacation days and holidays, computed on his/her rate of pay at time of death.

 In the event an employee covered under this contract shall resign, he shall receive one full payment for 100% of his/her accumulated, unused sick leave, computed on his/her daily rate of pay at time of resignation.

With sufficient notice of one (1) year, said employee shall have the option to receive his/her or her accumulated sick leave in one lump sum or have the option to collect it in biweekly installments.

10.1.5 **SERVICE WEAPON UPON RETIREMENT**

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

10.2 **FUNERAL LEAVE**

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

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

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

10.3 **INJURY LEAVE**

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

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

10.3.3 Any employee covered by the Agreement who is permanently disabled as a direct and proximate result of his/her employment with the City as a police officer as set down within the guidelines of the Police and Fireman Retirement System of the State of New Jersey, will continue to have the City pay in full all premiums for Blue Cross, Blue Shield, Eye, Dental and Prescription Plans or the prevailing plan at the time of said disability, for the remainder of the employee's life.

10.4 **LIMITATIONS OF LEAVE**

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

10.5 **LIMITED DUTY**

10.5.1 At the discretion of the City, selected police employees injured on duty or off duty may return to duty to temporarily perform light duties outside of their position's normal physical requirements within the Police Department. The police employee's doctor shall provide a light duty descriptive narrative detailing the range of physical activity the police employee is capable of performing. A descriptive narrative shall be submitted to the Chief of Police to determine whether the police employee should return to work. The decision to allow a police employee to perform light duty shall be at the sole discretion of the availability of tasks to be performed at that time. The granting of light duty assignments by the City for work related or non-work related injury shall not be arbitrarily or capriciously denied. A police employee injured on duty or off duty may be required by the Chief of Police to see the City's approved physician in order to determine the range of physical activity the police employee is capable of performing. In the event of a disagreement between the City's physician and the employee's physician with respect to his/her/hers ability to return to light duty, the parties shall select a mutually agreed upon physician to resolve the issue and whose decision shall be final and binding.

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

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

ARTICLE 11

SALARY, LONGEVITY, OVERTIME

11.1 **BASE SALARY**

11.1.1 Commencing January 1, 2004, the annual base salary to be paid employees covered by this Agreement shall be

| | | |
|------|----------|-------|
| 2004 | \$63,647 | 4.25% |
| 2005 | \$66,511 | 4.5% |
| 2006 | \$69,670 | 4.75% |
| 2007 | \$72,979 | 4.75% |

11.2 **OVERTIME**

11.2.1 Overtime shall be defined as any and all hours worked in excess of an eight (8) hour day and/or a forty (40) hour week and shall include any and all hours worked on emergencies, court appearances arising from their official duties, and any and all other extra duty activity which is required by the Chief of Police or Division of Commanders. Any employee required to return to duty on his/her normal time off as defined in this paragraph shall be granted a minimum of two (2) hours overtime compensation and may be required to work said hours. In addition, each officer shall be given at least eight (8) hour's notification if his/her normal scheduled hours are to be changed. This would not apply in any emergency situation or if the need arises due to a shortage of manpower. The purpose of this section is to prevent the arbitrary rescheduling of an employee's work schedule to avoid payment of overtime.

11.2.2 Said overtime pay shall be computed on the basis of one and one-half times the employee's straight time hourly rate of pay based on a forty (40) hour week, including longevity. The overtime hour shall be broken down into 15 minute increments and paid accordingly; 1 to 14 minutes - (0); 15 to 29 minutes - (1/4 hour); 30 to 44 minutes - (1/2 hour); 45 to 59 minutes - (3/4 hour); 1 hour - (1 hour).

11.2.3 It shall be the option of the employee to either receive cash payment, compensatory time off or half and half payment of overtime. Said overtime being taken as compensatory time off, must be used by the end of the next quarter after it was earned. Overtime earned in the fourth quarter and being taken as compensatory time off, may be carried over into the first quarter of the next year. Said compensatory days taken in lieu of cash payment, shall be awarded as days off with pay, and may be taken consecutively upon approval of the Chief of Police through normal scheduling procedures.

11.2.4 Overtime pay shall be paid quarterly on the pay period following each quarter,

11.2.5 Overtime shall be paid in the fourth quarter, the pay period in December preceding December twenty-five, and any hours worked after that pay period shall be paid the first pay period in January of the following year.

11.2.6 Detective Sergeants covered by this Agreement shall be paid only for the first two hundred (200) hours of overtime worked in any calendar year. Effective January 1, 1997, no overtime shall be paid beyond two hundred (200) overtime worked in any calendar year. Overtime calculations will be computed as set forth in 11.2.2. Said overtime shall be paid quarterly.

11.2.7 All uniformed employees covered by this Agreement assigned to the Patrol Division by virtue of the fact that they work an average forty-two (42) hour work week due to the

rotating shift schedule thereby working an additional ninety-six (96) hours shall be remunerated at straight time pay for said ninety-six (96) hours per calendar year. Hourly rate shall be computed on the basis of the employee's base salary plus longevity. The method of payment shall be chosen annually by the employee. Payment shall be quarterly or in a lump sum by separate check at the sole discretion of the employee. Lump sum payments shall be made on a regular pay day after passage of annual City budget. Notification shall be given to the Chief of Police or his/her designee, in writing, by the employee at least thirty (30) days prior to the implementation of the payment plan. If the employee chooses to be paid on a biweekly basis, then the payment shall not be by separate check, but shall be included in his/her/her regular paycheck as "other pay".

11.3 **LONGEVITY**

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

11.3.2 **DETECTIVE INCENTIVE PAY**

Sergeants assigned to the Detective Bureau shall be paid an incentive payment, in a lump sum, the first pay in December in an amount equal to 3% of that employee's base salary for each year of this Agreement.

11.4 **DETECTIVE INCENTIVE AND PAID EIGHT OPTION**

Should an employee request, Detective Incentive and Paid Eights shall be paid together with and as part of the employee's base salary for a period of up to twelve (12) consecutive months. The employee may only make this election one time during his/her/her

employment. The period can be extended beyond the period of twelve months, provided, however, that after twelve consecutive months, the amount paid to the employee shall be eighty (80) percent of the Detective Incentive of Paid Eights value. The employee shall provide thirty (30) days written notice to the City Administrator to institute or cancel this method of Detective or Paid Eights remuneration.

11.5 **EMERGENCY RESPONSE TEAM ASSIGNMENT**

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

ARTICLE 12

ACTING OFFICER

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

ARTICLE 13

HOSPITALIZATION INSURANCE

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

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

Family coverage - \$40.00 per month

Parent/Child - \$30.00 per month

Single - \$20.00 per month

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

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

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

13.4 The City and the PBA #77 agree that the physical and medical condition of the employees covered by this Agreement must be maintained at a high standard due to the nature of the duties of the employees. Employees who desire a physical examination must do so during their "own time" and the cost of such physical shall be paid by the City of Somers Point in the usual and customary manner. Employees who are required to undergo a physical as mandated by the City of Somers Point shall be permitted to have such physical during working time provided that such physical shall not exceed more than two (2) hours of work time. Physicals required by the City of Somers Point shall be paid for by the City of Somers Point.

13.5 All employees who retire after fulfilling the requirements of the Police and Fireman's Retirement System of the State of New Jersey or the Public Employee's Retirement System of the State of New Jersey for full retirement shall be furnished by New Jersey Blue Cross, Blue Shield and Major Medical benefits, for a period of one (1) year after retirement.

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

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

ARTICLE 14

COLLEGE INCENTIVE PROGRAM

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

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

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

ARTICLE 15

SAVINGS CLAUSE

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

ARTICLE 16

CLOTHING ALLOWANCE

16.1 In addition to any other benefit in this Agreement, every employee shall be entitled to allowance for the cleaning of his/her clothing and uniforms in the sum of \$700.00 in 2004, 2005, 2006 and 2007.

Money shall be paid in a lump sum at any time after the passage of the Municipal Budget, upon the employee's request, but no later than the first pay period in December.

16.2 It is further agreed that a clothing allowance for Uniform Sergeants shall be provided up to \$700.00 in 2004, 2005, 2006 and 2007 to be solely for the purchase and replacement of uniforms and said employee shall be required, upon request, to show proof of the purchase. It is further agreed that the City shall have discretion regarding uniforms, as where and from whom they are purchased and as the arranging for the purchase of same.

16.3 It is further agreed that a clothing allowance for Detective/Sergeants shall be provided up to \$800.00 in 2004, 2005, 2006 and 2007 to be used solely for the purchase and replacement of uniforms (clothing for plain clothes officers) and said employee shall be required, upon request, to show proof of the purchase. It is further agreed that the City shall have discretion regarding uniforms, as to where and from whom they are purchased, and as to arranging for the purchase of same.

16.4 All uniforms damaged in the line of duty shall be replaced by the City after

inspection and certification by the Chief of Police or his/her designee. Uniforms are defined as clothing, eyeglasses, and watches worn in the line of duty. The City shall reimburse the employee up to \$250.00 for glasses and \$75.00 for watches.

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

ARTICLE 17

SCHOOLS

17.1 In the event that an employee covered under this contract is required to use his/her personal vehicle, only after no police vehicle is available and confirmed by the Chief of Police or his designee, he/she shall be reimbursed for mileage at the current IRS rate of pay per mile.

17.2 The City agrees that an alternate approach to paying employees covered under this contract who are required to attend schools or on City business outside the City and requiring them to stay overnight, the City Agrees to allow the employee to submit a voucher for payment before he attends school or City business to cover lodging and meals.

ARTICLE 18

NOTIFICATION PROVISIONS

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

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

| | |
|-----------------|---|
| To the City at: | The Office of the Mayor New Jersey Avenue and Shore Road |
|-----------------|---|

| | |
|--------------------------------|--|
| Somers Point Police PBA #77 | An address registered with the City. All changes in this address shall be immediately registered with the Mayor's Office. |
|--------------------------------|--|

ARTICLE 19

DURATION OF AGREEMENT

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

19.2 The parties agree that negotiation for a successor Agreement and modifying, amending or altering this Agreement shall commence no later than October 15, 2007.

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

APPENDIX A

LONGEVITY 2004, 2005, 2006, 2007

| | |
|------------------------------------|-------------|
| Upon completing 3 years | \$ 300.00 |
| Upon completing 4 years | \$ 400.00 |
| Upon completing 5 years | \$ 500.00 |
| Upon completing 6 years | \$ 600.00 |
| Upon completing 7 years | \$ 700.00 |
| Upon completing 8 years | \$ 800.00 |
| Upon completing 9 years | \$ 900.00 |
| Upon completing 10 years | \$1,000.00 |
| Upon completing 11 years | \$1,100.00 |
| Upon completing 12 years | \$1,200.00 |
| Upon completing 13 years | \$1,300.00. |
| Upon completing 14 years | \$1,400.00. |
| Upon completing 15 years | \$1,500.00. |
| Upon completing 16 years | \$1,600.00 |
| Upon completing 17 years | \$1,700.00. |
| Upon completing 18 years | \$1,800.00. |
| Upon completing 19 years | \$1,900.00. |
| Upon completing 20 years | \$2,000.00. |
| Upon completing 21 years | \$2,100.00. |
| Upon completing 22 years | \$2,200.00. |
| Upon completing 23 years | \$2,300.00. |
| Upon completing 24 years | \$2,400.00. |
| Upon completing 25 years | \$2,500.00. |
| Upon completing 26 years. | \$2,600.00 |
| Upon completing 27 years. | \$2,700.00 |
| Upon completing 28 years. | \$2,800.00 |
| Upon completing 29 years. | \$2,900.00 |
| Upon completing 30 years. | \$3,000.00 |

APPENDIX B

MEDICAL AUTHORIZATION FOR ASSIGNMENT TO LIMITED DUTY

I. PATIENT'S NAME _____ DATE OF INJURY _____

II. DEPARTMENT _____ JOB TITLE _____

III. DIAGNOSIS _____

IV. ABLE TO RETURN TO LIMITED DUTY _____

V. ABLE TO RETURN TO REGULAR DUTY _____

COMMENTS: _____

NAME OF PHYSICIAN

DATE

APPENDIX C

12-HOUR WORK SHIFTS

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

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

1. **Overtime**

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

2. **Work Year**

The work year for employees on a twelve (12) hour shift shall consist of 2184 hours; however, hourly rate of pay shall be based on 2080 hours. Each employee whose

work schedule results in his/her/er working in excess of 2184 hours shall receive overtime for all such excess hours at the rate of time and one half for the excess time worked.

3. **Holidays**

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

4. **Sick Leave**

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

5. **Vacation**

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

Starting at year 2 through year 4 96 working hours

| | |
|--|-------------------|
| Starting at year 5 through year 8 | 120 working hours |
| Starting at year 9 through year 12 | 152 working hours |
| Starting at year 13 through year 17 | 176 working hours |
| Starting at year 18 through year 21 | 200 working hours |
| Starting at year 22 and each year thereafter | 240 working hours |

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

IN WITNESS WHEREOF, the parties hereto have Agreement to be signed by
their respective offers this _____ day of _____, 2000.

CITY OF SOMERS POINT

BY _____

ATTEST:

Carol Degrassi, MUNICIPAL CLERK

SOMERS POINT POLICE SUPERVISORS PBA #77

ATTEST:

PRESIDENT OF MAINLAND PBA #77
Michael Bardello

SHOP STEWARD