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THE CITY OF NORTHFIELD
ATLANTIC COUNTY, NEW JERSEY

AGREEMENT

Between: THE CITY OF NORTHFIELD
ATLANTIC COUNTY, NEW JERSEY

and

The New Jersey State Policemen's Benevolent Association, Inc.
Mainland Local Number Seventy-Seven

Effective Date: January 1, 1979 — 12/31/80

Agreement Date: January 1, 1979

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AGREEMENT

AGREEMENT, dated the 1st day of January, 1979, by and between the City of Northfield of the State of New Jersey, hereinafter referred to as the "City" and the New Jersey State Policemen's Benevolent Association, Inc., Local No. 77, hereinafter referred to as "PBA" or "Employees".

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Law of 1968, as amended by Chapter 123, P.L., 1974, (N.J. Rev. Stat. 34:13A-5.1 et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation, and understanding between the City and Employees; to provide for the resolution of legitimate grievances, to prescribe the rights and duties of the City and Employees, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Northfield.

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ARTICLE II - EMPLOYEE REPRESENTATIVE

A. MAJORITY REPRESENTATIVE

The City recognizes the "Majority Representative" as the exclusive negotiating agent for all regularly appointed, full time police personnel within the City of Northfield, hereinafter referred to as "Employees". The City and Employee agree the Majority Representative of PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and greivances, and all other related matters. The Majority Representative shall be appointed according to the procedure set forth in N.J. Rev. Stat. 34:13A-5.1 et seq and shall have all the rights and privileges pursuant thereto, excluding the Chief and deputy chief of police.

B. STEWARDS

One Steward, named by PBA #77 for the duration of this Agreement, shall be permitted to switch ^{times of duty} ~~turn~~ to attend meetings of the PBA #77 which occur monthly.

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ARTICLE III - GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the parties concerning application or interpretation of the Agreement or any complaint by an Employee as to any action or nonaction which violates any right arising out of his or their employment. The City shall not discipline any employee without just cause.

Step 1. - All grievances by an employee, and responses thereto by the City shall be in writing within ten (10) working days of its occurrence or the knowledge of its occurrence, and then submitted to the Steward for processing. The PBA shall appoint an Association Grievance Committee, hereinafter referred to as the "Committee", and the Committee shall receive, screen and process all grievances submitted by the Steward on behalf of the Employee within ten (10) working days of written receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the PBA #77.

Step 2. - The Committee shall, within ten (10) working days after the acceptance of a grievance submit the grievance to the Chief of Police for resolution. The Chief of Police must render a decision within ten (10) working days of receipt in writing.

Step 3. - In the event the parties are unable to resolve the grievance in the Second Step, either party may within ten (10) working days refer the grievance to the City Police Committee for resolution. The Police Committee must render a decision within ten (10) working days of receipt in writing.

Step 4. - In the event the parties are unable to resolve the grievance in the Third Step, either party may within ten (10) working days refer the grievance to the City Council for resolution. City Council must answer in twenty (20) days.

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Step 5. - In the event the grievance is not resolved at the Forth Step, either party may refer the matter for impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission within ten (10) working days of receipt of decision in Step 4, that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Grievance Committee. If the City and Grievance Committee cannot mutually agree to a satisfactory arbitrator within fifteen (15) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement he shall render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and PBA #77.

Any Steward or Officer of PBA #77 required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose, and any witnesses reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Extensions and Modifications - Time extensions may be mutually agreed to by the City and the Grievance Committee. However, no more than two (2) extensions, not to exceed thirty (30) days each, shall be permitted.



ARTICLE IV - NON-DISCRIMINATION

The City and Employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs, or a condition of employment. The City further agrees that it will not interfere with nor discriminate against an Employee because of membership in or legitimate activity on behalf of, the "PBA #77" nor will the City encourage membership in any other association or union to do anything to interfere with the representation by the "majority representative" as the exclusive bargaining agent of Employees.

ARTICLE V - BULLETIN BOARD/DUES CHECKOFF

The City shall permit the use of bulletin board located in the Police Department Headquarters, by the PBA #77 for the posting of notices concerning "PBA" business and activities.

The City agrees, in accordance with State Statutes, upon receipt of signed authorization cards, deduct from the Employee's wages the amount of annual dues as prescribed by "PBA #77", in equal installments once monthly and to forward said amount to the Treasurer of "PBA #77" on the First day of each month.

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ARTICLE VI - MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be offered by its Employees, determine the standards of selection for employment, direct its Employees, to take disciplinary action, maintain the efficiency of its operations, determine the methods, means, and personnel by which its operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions of the above matters are subject to the "Grievance Procedure" as set forth in Article III. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken by the Agreement.

The parties agree that the Chief of Police and other officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation in the "PBA".

ARTICLE VII - STRIKES

The "PBA #77" and Employees assure and pledge to the City that their goals and purposes are such as to condone no strikes by Employee nor work stoppage, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey. The PBA and Employees will not initiate such activities nor advocate or encourage other Employees to initiate the same. Any policeman engaging in such activity is subject to disciplinary action, including discharge.

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ARTICLE VIII - POLICEMAN'S RIGHTS

Pursuant to Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, of the State of New Jersey to promote and ensure harmonious relations, the City agrees that every Policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. 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 Policeman (Employee) in the enjoyments of any rights conferred by Chapter 303, or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any Policeman with respect to hours, wages, or any other terms or condition of employment by reason of his membership in the PBA or its affiliates, or his participation in any of these activities, collective negotiations with the City or his institution of any grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Elected representatives of the PBA shall be permitted time off from their regular scheduled working hours to attend negotiating sessions, grievance sessions and regular meetings of the PBA management committee, and provided that the police department is not seriously effected.

A. Employees shall have the right to switch tours of duty and hours of duty with other members of equal rank provided the Shift Commander of each shift is notified at least forty-eight (48) hours in advance and approved.

B. Employees shall be made aware of any reports or charges concerning him, and must receive a copy of said reports or charges

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within ten (10) working days of the filing of such. Employees shall not be compelled to make any verbal or written statement until he has consulted an attorney and the PBA.

C. Employees shall not be suspended or suffer any loss in benefits until after the Employee has had a Departmental hearing and has been found guilty, except in cases of a severe nature when the superior officer in charge deems the suspension of the member an immediate necessity for the safety of the public, or the welfare of the Department. The superior shall then immediately submit a written report explaining such action to the Chief of Police, City Council and a copy of this report will be made available to the PBA on request. The employee suspended shall be given a hearing, and if found guilty, shall have the right to appeal his suspension through the Grievance Procedure in Article III.

D. Employees will be permitted to see their personnel file upon request to the Chief. This file will be reviewed in the presence of the Chief of Police or his representative.

E. Employees may challenge any report or material found in their file, which is detrimental to their character and/or reputation as a police officer. The challenged report or material will be taken through the normal grievance procedure set forth in Article III of this Agreement.

F. No charges or disciplinary action for any violation of the Police Rules and Regulations may be filed against any employee after forty-five (45) days of the Chief's knowledge of said event.

G. During the term of this Agreement the following equipment will be properly maintained by the City.

1. Police vehicles required to be used on duty will be in good (safe working condition. Any vehicle not considered to be in safe working

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order by the Shift Commander will not be used for duty until the condition is corrected.

2. Protective screens will be installed in all marked patrol vehicles.

3. Shot-guns will be maintained in locked mounts in each police ~~patrol~~ car.

4. All police vehicles will have air-conditioning units.

5. All police vehicles will have AM radio in same.

H. Employees will be permitted a thirty (30) minute dinner break during each eight (8) hour tour of duty. It is further agreed that employees may take personal breaks as needed, and at least one ten (10) minute break during each four (4) hours of duty.

I. All employees will be allowed to attend training schools on a seniority basis and need of the Police Department as determined by the Chief of Police basis throughout the term of this Agreement. All State Police and FBI schools or other seminars will be posted as they are received. A list of the basic State Police training schools will be maintained by the Chief and will be posted in January for the entire month and employees desiring to attend a school will sign up for that school during this month. It is the responsibility of the Chief of Police to send as many employees as possible to schools/seminars each year. Available patrol cars will be used as transportation to and from any training school, or mileage paid for use of Employees vehicle.

J. Employees working a rotating shift on a regular basis will be allowed one compensatory day off each month. This will be done on a seniority basis on each shift. The compensatory day may be taken during any regular working day, after notifying the appropriate Shift Commander forty-eight (48) hours in advance, in writing. It must be taken in the month earned with approval. If the day is unable to be

taken, it may be carried over to the next month for the proper operation of the police department with the approval of the Chief.

K. It is agreed that the senior ranking officer on each shift while on duty will have access to emergency equipment such as shot-guns, ammunition, bullet proof vests, riot helmets and the like are kept, so that the public welfare and the safety of the police officers can be maintained in emergencies.

L. The City agrees to provide every police officer while on duty a portable radio in good working condition.

M. The City shall provide, at it's expense, an attorney from the approved list of attorneys to be used. Said list shall be approved by governing body of the City and maintained by the Chief of Police and the Mayor. The attorney chosen shall be used for any criminal action brought against any employee in the performance of his duties. In the event an attorney whose name does not appear on the approved list is requested by an employee, it shall be the final determination of the City Council to approve or disapprove said attorney.

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ARTICLE IX - HOLIDAYS

Effective January 1, 1979, all employees covered by this Agreement shall receive thirteen (13) paid holidays, and any other day or half day given to municipal employees.

A. The specific holiday schedule is as follows:

- | | |
|---------------------------|----------------------|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Lincoln's Birthday | 9. Memorial Day |
| 3. Washington's Birthday | 10. Independence Day |
| 4. Good Friday | 11. Labor Day |
| 5. General Election Day | 12. Columbus Day |
| 6. Veteran's Day | 13. Christmas Day |
| 7. Martin Luther King Day | |

It is agreed that any other day appointed, ordered or recommended by the Governor of New Jersey, or the President of the United States as a legal holiday, will be a holiday for employees.

B. In the event a legal holiday, as aforesaid, occurs while an employee is on sick leave, or on his vacation, he shall not have such holiday counted as a day against his sick leave or vacation leave.

C. Employees shall receive two (2) personal paid days off from work for the purpose of attending to personal business.

D. Any combination of holidays and personal days shall not exceed more than two (2) days per month, unless administrative scheduling requires these days to be accumulated with approval of the Chief.

E. Holiday and personal days will be granted upon approval of the employee's shift commander, and scheduling officer.

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ARTICLE X - VACATIONS

A. An employee during his first year of employment shall be entitled to one (1) working day vacation for each month of service up to and including December of his initial year. Thereafter, he shall be entitled to a paid vacation according to the following schedule:

Starting two to five years service.....	12 working days
" six to ten years service.....	15 working days
" eleven to fifteen years service.....	18 working days
" sixteen to nineteen.....	21 working days
" twenty and over.....	24 working days

B. 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 work shall be the days they are given off. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. This Article shall be effective from January 1, 1979. Members will not be recalled to duty while on vacation except in extreme emergencies declared by the Chief of Police.

C. Accrued vacation leave shall be compensated for when the employee becomes separated, voluntarily from the City service, unless the employee terminates service without giving two weeks notice to the Chief of Police.

D. Vacations may be accumulated from one year to the next up to a total of twenty-five (25) days, if said accumulation is due to administrative failure, City has option to pay employee at straight time for unused vacation time.

E. In the month of January, it will be the responsibility of the Chief of Police to issue a statement to each employee listing the

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unused vacations accumulated from previous years, along with the vacation days due for the current year.

F. Employees may apply to the City Treasurer to receive a special advance pay when going on vacation of ten (10) days or more. However, the employee must first attain written permission from the City Council.

G. Employees will be able to take their vacations any time during the year. Vacations according to each Shift or Division will be picked on a seniority basis. Employees must give ten (10) days notice prior to the start of their requested vacation to the Shift Commander and approval received, from ^{the Chief of Police} ~~scheduling officer~~.

H. Each employee agrees to provide the Chief of Police with a schedule of vacation by March 1st, said schedule may be changed by the Employee.

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ARTICLE XI - LEAVES

A. Sick Leave

(1) Defined - Sick leave is hereby defined to mean absence from post of duty by an employee because of illness, non-work related accident, exposure to contagious disease, attendance upon a member of the employee's family, seriously ill requiring the care or attendance of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave, of the employee after five consecutive days sick leave, or leave in attendance of a member of the employee's 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 one (1) 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 of 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 family doctor shall be required.

(2) ACCUMULATION - Every person covered by this Agreement shall, in addition to his or her paid vacation, be granted sick leave as defined in (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 of employment thereafter. If such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed. The City shall not require any of its employees who may be disabled either through injury or illness as a result of, or

arising from, his respective employment, to utilize the sick leave accumulated under this section.

(3) Pay Upon Termination - Upon full retirement from the force up to fifty (50) days of accumulated sick leave will be paid in monies to the retiring officer at the rate at which he retires. In case of death, the City will pay up to fifty (50) days accumulated sick leave to the officer's survivors.

(4) ACCOUNTABILITY - In the month of January, it will be the responsibility of the Chief of Police to issue a statement to each employee listing the amount of sick days unused during the year, and the total accumulated days unused during the employees employment.

(5) LEAVE FROM DUTY - It is agreed that when an employee reports for work, and is forced because of illness to leave work after working at least two (2) hours the maximum deduction from the employee's sick leave will be one-half ($\frac{1}{2}$) day.

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B. FUNERAL LEAVE

(1) Special leaves of absence with pay of three (3) working days shall be granted to any employee in case of death within the immediate family, with up to two (2) additional days which may be granted by the Chief.

(2) The term "immediate family" shall include only father, mother, step-parent, father-in-law, mother-in-law, grandparents, sisten, brother, spouse, child, and foster child of any employee, and relatives residing in his household.

(3) The special leave period shall commence immediately following the death of such persons and is for the sole purpose of arranging and 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 or vacation leave.

C. INJURY LEAVE

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

(2) Any amount of salary or wages paid to employee because of leave pursuant to Section X, C(1) above shall be reduced by the amount of workmen's compensation awarded under Chapter 15 of Title 34 of the revised Statutes of New Jersey, made for disability because of the same injury or illness requiring such leave.

D. LEAVE FOR PBA MEETINGS

When it is necessary, the executive delegate and President (or appointed Alternate) of PBA #77 shall be granted leave from duty with full pay for all State Meetings of the PBA when such meetings take place at the time when such officers are scheduled to be on duty, providing

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the Affected Officer gives seventy-two (72) hours notice to the Police Chief to secure another officer to work in his place and such officer is available.

E. LIMITATIONS ON LEAVES

No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed one year, such employee so absent shall be automatically separated from the Department on the anniversary date from the date such absence began. This employee must be notified by certified mail at least fourteen (14) days prior to termination, and is entitled to all separation compensation due to him. All leaves must be recommended by the Chief of Police and approved by City Council.

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ARTICLE XII - SALARY, LONGEVITY, OVERTIME

A. BASE SALARY

(1) Commencing January 1, 1979, the annual base salaries to be paid the following employees of the City shall be as follows, and shall be paid every other Friday. All salary increases and other compensation shall be paid retroactive to January 1, 1979.

CAPTAIN.....	\$15,342
LIEUTENANT.....	\$15,092
SERGEANT.....	\$14,842
PATROLMAN(Start 3rd year).....	\$14,342
PATROLMAN(2nd year).....	\$13,121
PATROLMAN(1st year).....	\$11,900
PATROLMAN(Start).....	\$10,200

(2) Commencing January 1, 1980, the annual base salaries to be paid the following employees of the City shall be as follows and shall be paid every other Friday. All salary increases and other compensation shall be paid retroactive to January 1, 1980.

CAPTAIN.....	\$17,202
LIEUTENANT.....	\$16,702
SERGEANT.....	\$16,202
PATROLMAN(Start 3rd year).....	\$15,702
PATROLMAN(2nd year).....	\$13,801
PATROLMAN(1st year).....	\$11,900
PATROLMAN(Start).....	\$10,200

B. OVERTIME

(1) Overtime shall consist of all hours worked in excess of the normal eight(8) hour tour of duty per day, or forty (40) hours per week, average.



(2) Overtime defined - shall include all such hours spent on emergencies, training sessions, all court appearances connected with and arising from their respective employment, and in any other extra duty activities which require the employees attendance.

(3) If an employee is recalled to duty, he shall receive a minimum of two (2) hours overtime pay.

(4) If an employee is called to duty, on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours pay. Overtime shall be paid in the pay period following the overtime worked, or as agreed to by the City Treasurer and the PBA Steward acting on behalf of the employees.

(5) For periods of Stand-by, officers will receive two (2) hours of straight time for every eight (8) hours on Stand-by, with an eight (8) hour minimum.

(6) All employees covered by this Agreement in addition to their base salaries shall be paid 1½ times their straight time hourly rate of pay (based on a forth (40) hour week), for all overtime worked.

C. LONGEVITY

(1) Each employee listed in Article Xii, Sect. A, shall be paid in addition to and together with his annual base salary additional compensation based upon the length of his service and determined accordingly to the following schedule.

<u>YEARS OF SERVICE</u>	<u>PERCENT OF BASE SALARY</u>
Starting the 5th year.....	3%
Starting the 10th year.....	4%
Starting the 15th year.....	5%
Starting the 18th year.....	6%

Longevity pay shall be applied on the basis of the employee's anniversary date of employment, and shall commence at the adjusted rate, and be paid the last pay in November (pro-rated).

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ARTICLE XIII - COLLEGE INCENTIVE PROGRAM

All ~~police~~ ^{college} ~~related~~ ^{courses} courses that are completed satisfactorily and approved by ~~the Commissioner~~ ^{the} shall be on the following basis:

\$5.00 per credit per year for the first 15 credits.

\$150.00 for 30 credits and over to 64 credits per year.

\$640.00 per year for an Associates of Science Degree in Law Enforcement

\$1,000.00 per year for a Baccalaureate of Science Degree in Law Enforcement.

A cut off date for college credits will be September 1st of that year, for pay purposes.

The Employee shall receive his college education incentive pay on the last payday in November.

If any employee does not further his education by working toward a Degree within 2 years of his past college course, will forfeit his incentive pay.

ARTICLE XIV - ACTING OFFICER, SENIORITY, PROMOTIONS

A. ACTING OFFICER

Any employee who shall act for a senior officer in the absence of such senior officer whether formally appointed or not, and who shall have performed the duties thereof, for a period of thirty (30) continuous working days during the year shall, thereafter, be entitled to compensation appropriate to such office for the time so held, except to fill vacation openings.

B. SENIORITY

It is the purpose of this section to properly establish the chain of authority and responsibility throughout the Police Department concerning officers of equal rank.

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(1) If appointed on the same date their past seniority will determine their ranking. If their previous seniority is equal, seniority will be determined by their official standing in the overall ranking.

(2) All officers (employees) below the rank of Sergeant will hold seniority and authority according to their badge number. Officers with the lowest badge number will have the responsibility of making necessary decisions, whenever a ranking officer is not present, or available to make such decisions.

C. PROMOTIONS

Examinations will be conducted for all promotions to the rank of Sergeant and above. The examinations and requirements necessary to qualify will be defined in this section.

(1) Eligibility with regards to length of service and/or police experience necessary to qualify an employee to be allowed to take the Sergeants examination, will be thirty-six (36) months full-time at the time the promotion is to be made.

(2) To qualify to take the examination for the Rank of Lieutenant the employee must have completed at least ~~thirty-six (36)~~ ^{forty-eight (48)} months full-time service and hold the rank of Sergeant for one (1) year prior to the date of the test.

(3) All promotional tests will consist of the following elements:
a) Written Test, b) Oral Test, c) Job Performance and d) Seniority.

The Written Test and Oral Test will be given by the South Jersey Police Chief's Association Examination Committee. It is understood that if for any reason the South Jersey Chief's Association cannot do the required testing an impartial examination committee may be agreed to by the PBA and the City Council to conduct the testing. It is the full responsibility of the examination committee to determine content and confidentiality of the examination.

The job performance evaluations will be completed by the officer's immediate supervisor by all offices holding the next higher rank over those taking the test. Seniority will then be added along with the above elements to complete testing procedure. (Reference #17 this Article)

(4) Three Police Chiefs, or Examiners, will be required to administer the Written and Oral Tests. No one conducting the testing (Oral & Written) may be from (residing or employed) in Atlantic County, nor have any personal knowledge of any of the candidates taking the examinations.

(5) Promotional tests will be conducted on week-days only between the hours of 9:00 AM and 4:00 PM, at a Municipal Building.

(6) A notice of the test must be posted on the Police Department bulletin board at least thirty (30) days prior to the date of the test.

(7) Any employee who is eligible and wants to take the examination must make written notice to the Chief of Police seven (7) days prior to the date of the examination. A copy of the list of all employees desiring to take the test must be given to the PBA Steward two (2) days prior to the test.

(8) Any employee scheduled to take a promotional examination will be excused from any duty ^{for Twenty-Four (24) Hours} ~~on that date~~ prior to the test.

(9) Written test will consist of law enforcement material related to the rank being tested for as determined by the examination committee.

(10) The Oral Test will consist of ten (10) questions prepared by the Examination Committee, just prior to the time of the test. Each employee taking the Oral Examination must be asked exactly the same questions.

(11) Scoring and grading of the test results will be done by the Examination Committee.

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(12) All employees who take the tests will be allowed to see their own tests and the grades received, after the official results announced and posted within fourteen (14) days of that posting.

(13) The Examination Committee will forward tests results and grade given for the Written and Oral Examination by sealed envelope to the Chairman of the Northfield Police Committee within five (5) working days of the completion of the tests.

(14) The Northfield Police Committee along with the Chief of Police will take the test results which were forwarded by the Examination Committee, and compute according to the point schedule established in this Article, all points earned in the Written and Oral portions. The Police Committee will add those points due each employee according to the Schedule for seniority and job performance. This complete total of accumulated points will be the employees score for promotional purposes.

(15) Promotions must be made according to the standing of the employees on the list established by the testing. A promotional list will be valid for six (6) months from the date of the test for future promotions. However, it is agreed that when a promotional test is given for an opening in any rank, at least one (1) employee must be promoted within sixty (60) days of the test date.

(16) In case of a tie in the accumulated points for promotional purposes the Chief of Police, and the City Council have the responsibility to select the employee to be promoted.

(17) Job Performance evaluations will be completed in confidence by the officers immediate supervisor holding the rank directly above that of the employee taking the examination. Each officer required to make an evaluation will receive a list of those taking the test from the Chief of Police at least five (5) days prior to the scheduled date for the test. Each officer will forward his evaluation in a sealed envelope to the Chairman of the City Council retaining a copy for himself. The

valuating officer must have completed his procedure by the date of testing.

(18) Job Performance evaluations will be in two (2) areas of the employees performance, and scored according to the following schedule.

1. Employees demonstrated leadership and responsibility.
2. Employees demonstrated job knowledge.

Each of the above will be graded individually, by using the supervisor grading schedule below:

Excellent	5.00 points	Fair	2.00 points
Good	4.00 points	Poor	.00 points

(19) Seniority will be rated according to the following schedule for each year of completed full time service prior to the date of the test up to a maximum of ten (10) years.

1 year	.75	6 years	4.50
2 years	1.50	7 years	5.25
3 years	2.25	8 years	6.00
4 years	3.00	9 years	6.75
5 years	3.75	10 years	7.50

(20) The Written Test grade results will be translated according to the following schedule.

95-100	10 points	75-79	6 points
90-94	9 points	70-74	5 points
85-89	8 points	65-69	4 points
80-84	7 points	64-below	0 points

ARTICLE XV - HOSPITALIZATION INSURANCE

A. The City agrees to provide New Jersey Blue Cross and Blue Shield hospitalization insurance with Rider "J" for all employees covered by this Agreement, at the City's expense, or equivalent.

B. The City agrees to provide Major Medical Insurance for all employees covered by this Agreement, at the City's expense, or equivalent

WJG

ARTICLE XVI - CLOTHING ALLOWANCE

A. Every employee uniformed and non-uniformed shall be entitled to an allowance for the cleaning and maintenance of his clothing and uniforms in the sum of \$200.00 yearly. Said allowance shall be paid in lump sum of the first pay period in December of each year. It is understood that this allowance is not for the purchase or replacement of uniforms and clothing, but is to help offset the cost of cleaning and maintenance of same.

B. It is further agreed that non-uniformed employees will be allowed an additional \$200.00 per year for the purchase of and replacing of clothing necessary for the performance of their duties and will be paid upon presentation of receipts to the Chief of Police.

C. It is also agreed that a clothing allowance for the replacement of worn uniforms will be provided.

D. 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 designatee.

ARTICLE XVII - CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the City Charter, ordinances, Rules and Regulations of the Police Department of the City and any present or past benefits which are enjoyed by the employee covered by this Agreement, that have not been included in the Contract Agreement, shall be continued.



ARTICLE XVIII - SAVINGS CLAUSE

(1) In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable State or Civil Service (where applicable) law or regulation, such determination shall not impair the validity and enforcesability of the remaining other provisions of this Agreement.

(2) In the event that any provision of this Agreement conflicts with any City Ordinance, this Agreement shall remain in force.

ARTICLE XIX - DURATION OF AGREEMENT

This contract Agreement shall be in full force and effect from the date of execution, January 1, 1979, until midnight December 31, 1980.

The parties agree that negotiations for a successor Agreement and modifying, amending or altering of any financial terms of this Agreement shall commence no later than October 1, 1980. It is understood that the PBA #77 is seeking a successor Agreement for all terms and provisions commencing from January 1, 1981. However, it is agreed that negotiations of non-financial matters relating to working conditions will be permitted if agreed to by both parties, and will commence on or before September 1, 1980.

W. J. O'Neil

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers, all on the day and year first above written.

City of Northfield

By Nicholas Richiava
Mayor

Attest:

Carol A. Raph
Municipal Clerk

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.
MAINLAND LOCAL NUMBER SEVENTY-SEVEN

By Vincent DeCoster
President

Attest:

Robert F. [Signature]
Majority Representative

Signed, sealed and delivered in the presence of:

Carol A. Raph
3/9/79 Notary Public

CAROL A. RAPH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires DEC. 5, 1983