

THIS DOES NOT
CIRCULATE

06-10

CONTRACT

BETWEEN

THE CITY OF MILLVILLE, CUMBERLAND
COUNTY, NEW JERSEY

LIBRARY
Institute of Management and
Labor Relations

OCT 18 1979

RUTGERS UNIVERSITY

AND

MILLVILLE P.B.A. LOCAL 213

January 1, 1979 - December 31, 1979

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A G R E E M E N T

THIS AGREEMENT, made this day of , 1979, between the City of Millville, hereinafter referred to as "Employer" and Policemen's Benevolent Association, Millville Local Number 213, hereinafter referred to as "PBA".

WITNESSETH:

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

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

ARTICLE I - RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all its Patrolmen and those paid members of the Millville Fire Department in Millville, New Jersey.

ARTICLE II - MANAGEMENT RIGHTS

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

ARTICLE III - NO STRIKE

There shall be no strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the PBA 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 working days after presentation of that grievance at Step 1, he may file a formal written grievance with his Lieutenant, 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 working days of the filing of the written grievance between the Lieutenant, the aggrieved party and the PBA's designated representative. A decision thereon shall be rendered in writing by the Lieutenant within three 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 working days after presentation of that grievance at Step 2, he may file a formal written grievance with the Chief, with a copy to be simultaneously filed with the Director of Public Safety. A meeting on the written grievance shall be held within three 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

ered in writing by the Chief within three 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 written decision has been rendered within three working days after the presentation of that grievance at Step 3, the matter may be referred by the PBA by 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 working day of the 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 five working days after the presentation of the grievance at Step 4, the matter may be referred by the PBA by 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 final written decision within five working days of the meeting.

Section 2.

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

The salary schedule is attached hereto as Exhibit A. This salary schedule represents a 5.5% salary increase on base from the last contract year.

ARTICLE VI - LONGEVITY

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

<u>Years</u>	<u>Percentages</u>
5	1.65
10	2.65
15	3.65
20	4.65
25	5.65

ARTICLE VII - OVERTIME

Section 1.

Overtime work performed by members in excess of the normal work week shall be paid ~~quarterly~~ ^{monthly} at a rate equal to one and one-half the normal hourly rate 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.

Section 2.

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

Section 3.

In the event an employee is called to duty when he otherwise would have been off duty, he shall be paid overtime pay for all hours worked, and the employer guarantees that said employee shall receive a minimum of four hours pay (six hours as computed at the premium rate herein provided). The minimum guarantee does not apply to an early call in preceding the regular scheduled shift when said 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 provisions of all municipal ordinances and the resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length. It is understood that the provisions of this Article are subject to the 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 City 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. 40A: 14-28.

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 decisions causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall negotiate concerning any such invalidated provisions.

ARTICLE XII - HOLIDAYS

Section 1.

All members of the bargaining unit shall receive on or about the first of December a cash payment for fourteen (14) holidays, 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 officer's birthday unless same is on date of observed holiday in which event he shall timely designate a date of his choice.

Section 2.

At the employee's option, an employee may elect to take compensatory time off in lieu of cash payment for his holidays, provided however, that the employee shall first request such compensatory time off from the Chief of Police, who in his reasonable discretion, shall schedule the time off so as to least interfere with the efficient operation of the Millville Police Bureau.

Section 3.

Employees shall receive their holiday pay in a separate check.

Section 4.

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

Section 5.

One additional personal day shall be provided each employee who has not had a chargeable accident during the contract year. Said additional personal day shall not be cumulative.

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, step-

mother, brother, stepbrother, sister and stepsister. 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 five (5) days off to be taken upon the timely request of the employee with the approval of the shift supervisor subject to the review of management. The Employer will incur no overtime liability for any hours worked to arrange any accumulation of "D" days. The City reserves the right to change the present schedule but the City will effect no change which would eliminate accumulated "D" days in accordance with the section.

ARTICLE XIII - MEDICAL BENEFITS

Section 1.

The Employer shall provide full medical and hospitalization coverage for all members of the bargaining unit, and in addition, shall pay 100% of the premium cost for said member's dependents, provided the member enrolled the said dependents in the hospitalization plan in force for all employees of the City of Millville.

Section 2.

All employees shall be covered by the prescription plan presently in force for all City employees as of October 1, 1978. ~~All monies that would have been attributable to said prescription plan from Jan. 1, 1978 through October 1, 1978 shall be reimbursed prorata among all members covered by this Agreement.~~ *Corrected 5/1/79*

Section 3.

Any employee attending an assigned school within or outside the State of New Jersey or on duty outside the State of New Jersey shall be entitled to the same Blue Cross, Blue Shield, or Worker's Compensation coverage on the normal course of duty. 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 Worker's Compensation, or any other benefits provided to those injured on duty.

ARTICLE XIV - VACATIONS

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

- (a) Ninety (90) days of employment to the completion of nine years - fifteen (15) working days.
- (b) Beginning the tenth (10) year to completion of fourteenth (14) year - twenty (20) working days.
- (c) Beginning the fifteenth (15) year to completion of nineteenth (19) year - twenty-five (25) working days.
- (d) Beginning the twentieth (20) year to retirement - thirty (30) working days.

ARTICLE XV - SCHOOLING

Section 1.

Each member of the Bureau will receive an annual increment of \$14.00 for each college credit hour earned. All credits earned up to the signing of the 1978 contract should be covered by the "Grandfather clause" whereby all employees will continue to enjoy all benefits previously agreed to in Article 15, Section I of the most recent contract.

Upon the present employee reaching the minimum requirement of 34 credits, that said employee shall not be reimbursed again for college credits until attaining an additional 30 credits. 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 approved by LEEP or the City of Millville leading to a degree.

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

Section 2.

The City shall reimburse all employees for meals and tolls while attending police or fire schools, and shall reimburse all members for mileage at the rate of fifteen (15) cents per mile.

Section 3.

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

Section 2.

Employees shall receive accrued sick days upon retirement at the rate of 50% of the total to a maximum of \$6,000.00. 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

Section 1.

The City shall continue its present policy relating to clothing allowance of all employees covered herein.

Section 2.

The paid fire fighters covered by this Agreement shall receive a clothing allowance of \$1,000.00.

ARTICLE VIII - COURT APPEARANCES

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

Municipal Court - for each appearance \$15.00

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

For the purposes of this Article, a Court appearance shall be defined as attendance at any one court for any one case unless a police officer is subpoenaed to attend to more than one case in any one Court for the same time. If a police officer is subpoenaed to attend two or more cases in any one court, however, 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.

ARTICLE XIX - MISCELLANEOUS

Section 1.

The City shall pay all veterinary bills for dogs in the Canine Corporation.

Section 2.

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

Section 3.

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

ARTICLE XX - DURATION

This Agreement shall be effective as of January 1, 1979, and shall terminate on December 31, 1979. 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 are retroactive to January 1, 1979.

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

CITY OF MILLVILLE

ATTEST:

Robert C. Peak

James A. Thompson
City Clerk

P.B.A. MILLVILLE LOCAL # 213

ATTEST

Harold R. Sull

Robert H. Clark

Herbert Fullmer

ARTICLE V - SALARIES

		1	2	3	4
		* 1978	5.5%	DETECTIVE	1979
a) Police Division		BASE	RAISE	ADJUSTMENT	BASE
1	CHARLES BENNETT, PTL.	1521247	83668		1604915
2	JOSEPH BYBEL	1521247	83668		1604915
3	ROBERT CHALO	1521247	83668		1604915
4	GREGORY CHIARELLO	1521247	83668		1604915
5	WALTER CLEMENTS	1521247	83668		1604915
6	JOSEPH DAVIS	1521247	83668		1604915
7	MARTIN J. DUNN	1521247	83668		1604915
8	JOSEPH J. EVANS, PTL/DET	1521247	83668	55657	1660566
9	DONALD P. FERUS	1521247	83668	55657	1604915
10	GARY GARRISON	1521247	83668		1604915
11	ROBERT GARTON, PTL/DET.	1521247	83668	55657	1660566
12	RAYMOND HINSON	1521247	83668		1604915
13	CALVIN JOHNSON	1521247	83668		1604915
14	WALTER KYCYNKA	1521247	83668		1604915
15	MICHAEL LESSER	1521247	83668		1604915
16	ROBERT McDONOUGH	1521247	83668		1604915
17	JOHN OLAH	1521247	83668		1604915
18	JUAN RIVERA	1521247	83668		1604915
19	FRANK ROBINSON, PTL/DET	1521247	83668	55657	1660566
20	MICHAEL ROMANIK	1521247	83668		1604915
21	WILLIAM SMITH	1521247	83668		1604915
22	HAROLD SWELL	1521247	83668		1604915
23	RICHARD SOBY	1521247	83668		1604915
24	LAWRENCE STILES, PTL/DET.	1521247	83668	55657	1660566
25	MALCOMB THOMASON	1521247	83668		1604915
26	DONALD VANAMAN	1521247	83668		1604915
27	JOSEPH VASSELL	1521247	83668		1604915
28	HERBERT WILLIAMS	1521247	83668		1604915
29					
30	MICHAEL BROWN	1259658	69281		1328939
31	NORMAN FRANKLE	1521247	83668		1604915
32	RONALD HARVEY	1259658	69281		1328939
33	ROBERT LACAILLADE	1521247	83668		1604915
34	PAUL D. McISAAC	1521247	83668		1604915
35	WILLIAM NARVAEZ	1390452	76475		1466927
36					
37					
38	* DENOTES BASE SALARY OF PATROLMAN AT TIME OF SIGNING				
39	OF 1979 CONTRACT				
40					

ARTICLE V - SALARIES

		1	2	3	4
		★ 1978 BASE	5.5% RAISE	DETECTIVE ADJUSTMENT	1979 BASE
b)	FIRE DIVISION				
1	JOHN DURFEE	1521247	83668		1604915
2	P. CURTIS LOWE	13910453	76475		1466928
3	CARL MORRIS	1521247	83668		1604915
4	JACK REEVES	1521247	83668		1604915
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15	★ DENOTES BASE SALARY OF FIREMAN AT TIME OF SIGNING				
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