

A G R E E M E N T

BETWEEN

Millville City
**CITY OF MILLVILLE
(CUMBERLAND) COUNTY, NEW JERSEY**

AND

**MILLVILLE POLICE SUPERIOR
OFFICERS ASSOCIATION**

X **January 1, 1987 - December 31, 1989**

Prepared by:

**MILLVILLE POLICE SUPERIOR
OFFICERS ASSOCIATION**

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A G R E E M E N T

THIS AGREEMENT, made this 5th day of April, 1988, between the City of Millville, hereinafter referred to as "Employer" and the Millville Police Superior Officers Association, hereinafter referred to as "Superiors".

W I T N E S S E T H :

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

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

ARTICLE I.

Recognition

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

ARTICLE II.

Management Rights

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

ARTICLE III.

No Strike

There shall be no strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Superiors shall authorize, institute or condone any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any Superior participating in a violation of the provisions of this Article.

ARTICLE IV.

Grievance Procedure

Section 1.

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

Step 1.

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

Step 2.

If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a formal written grievance with his immediate supervisor, with copies simultaneously filed with the Chief of Police and the Director of Public Safety. A meeting on the written grievance shall be held within three (3) working days of the filing of the written grievance between the immediate supervisor, the aggrieved party and the Superior's designated representative. A decision thereon shall be rendered in writing by the immediate supervisor within three (3) working days after the holding of such meeting.

ARTICLE IV. Section 1. (CONTINUED)

Step 3.

If the aggrieved party is not satisfied with the disposition of this grievance at Step 2, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 2, he may file a formal written grievance with the Captain of Police. A meeting on the written grievance shall be held within three (3) working days of the filing of the written grievance between the Captain of Police, the aggrieved party and the Superior's designated representative. A decision thereon shall be rendered in writing by the Captain of Police within three (3) working days after holding of such meeting.

Step 4.

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

Step 5.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 4, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 4, he may file a formal written grievance with the Director of Public Safety. A meeting on the written grievance shall be held within three (3) working days of the filing of the written grievance between the Director of Public

ARTICLE IV. Section 1. Step 5 (CONTINUED)

Safety, the aggrieved party and the Superior's designated representative. A decision thereon shall be rendered in writing by the Director of Public Safety within three (3) working days after the holding of such meeting.

Step 6.

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

Step 7.

If the aggrieved party is not satisfied with the disposition of the grievance at Step 6, or if no written decision has been rendered within five (5) working days after the presentation of the grievance at Step 6, the matter may be referred by the Superiors through its designated representative to the Public Employment Relations Commission (PERC) for arbitration.

The Arbitrator shall be chosen in accordance with the rules and regulations of PERC.

The Superior Officers Association rather than the individual shall be the moving party invoking arbitration.

The Superior Officers Association shall submit simultaneously to the City, copies of all paperwork submitted to PERC.

ARTICLE IV. Section 2. Step 7. (CONTINUED)

The fees and expenses of the Arbitrator shall be split equally by the City and the Superior Officers Association. All other expenses shall be borne solely by the party incurring same.

The decision of the Arbitrator shall be submitted to the grievant/Association and the City, and shall be binding on the parties.

Section 2.

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

Section 3.

A grievance must be presented at Step 1 within one week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this agreement.

Any employee may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Superiors. When an employee is not represented by the Superiors, the Superiors shall have the right to be present and state its views at all stages of the grievance procedure.

ARTICLE V.

Salaries

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

ARTICLE VI.

Longevity

All employees covered by this agreement shall be entitled to and paid longevity payments and adjustments on their anniversary dates as follows for the term of this agreement:

<u>Years of Service</u>	<u>Percentage of Payment</u>
5	2.0
10	3.5
15	4.5
20	5.5
25	6.5

ARTICLE VII.

Overtime

Section 1.

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

Section 2.

All courses and training and other non-college policerelated studies with the approval of the Chief of Police, shall be compensated, at the discretion of the employee, as listed below:

(a) Monthly overtime payment at a rate equal to one and one-half the Superiors normal hourly rate.

ARTICLE VII. Section 2. (CONTINUED)

(b) Compensatory time off at a rate of one and one-half the time accrued while attending the said course, training or policerelated studies.

The above said compensation shall be tabulated on a class or training hour basis. Regular working hours and travel time shall be excluded from said tabulation.

Section 3.

In the event a Superior is called to duty when he is otherwise considered to have been off duty, he shall be paid overtime pay for all hours worked, and the Employer guarantees that said Superior shall receive a minimum of four (4) hours pay (six hours as computed at the premium rate herein provided). The minimum guarantee does not apply to an early call in proceeding the regular scheduled shift when said Superior continues to work in to said shift or to a hold-over after a regularly scheduled shift.

Section 4.

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

Section 5.

At the election of the Superior, compensatory time off shall be allowed for overtime hours worked and said time off shall be computed at one and one-half time for each hour worked. Compensatory time shall be scheduled by the Chief of Police, or his designee, who in his reasonable discretion, shall schedule the

ARTICLE VII. Section 5. (CONTINUED)

time so as to least interfere with the efficient operation of the Police Bureau. Compensatory time shall be applicable and available to a Superior as a result of call-in provision, Article VII - Overtime, Section 3.

ARTICLE VIII.

Retention of Benefits

Except as otherwise provided herein, all rights, privileges and benefits which the Superiors shall have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and the resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length. It is understood that the provisions of this Article are subject to the provision of the State Laws concerning Referenda.

ARTICLE IX.

Legal Aid

When a Superior covered herein is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the City shall provide said Superior with the necessary means for his defense of such action or proceeding, but

ARTICLE IX. (CONTINUED)

not for his defense in a disciplinary 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 Superior, he shall be reimbursed for the expense of his legal defense, in accordance with N.J.S.A. 40A:14-28 and N.J.S.A. 40A:14-155.

ARTICLE X.

Discrimination or Coercion

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Superiors because of membership or activity in the Superiors. The Superiors or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the Superiors shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

ARTICLE XI.

Savings Clause

In the event that any Federal or State Legislation, government 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 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 fifteen (15) holidays for the year 1987 and sixteen (16) holidays in the years 1988 and 1989, provided, however, no officer shall receive pay for a holiday unless he shall have worked either his scheduled shift immediately prior to said holiday or his scheduled shift immediately after said holiday. To be paid for the holiday, the employee must work the holiday, if scheduled to do so. One of the holidays shall be for the Superior's birthday unless same is on the 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.

Secton 4.

All employees shall receive three personal days off which may be used by said employee for any reason.

ARTICLE XII. (CONTINUED)

Section 5.

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

Section 6.

All employees of the bargaining unit shall receive three (3) bereavement days leave in the event of a death in the employees immediate family. The immediate family is defined as spouse, son, step-son, daughter, step-daughter, father, father-in-law, step-father, mother, mother-in-law, step-mother, brother, step-brother, sister and step-sister. One (1) bereavement day off shall be afforded in the event of the death of an employee's grandparent. Regarding family members other than those specified any authorized days off shall be chargeable as sick days. All days off provided under this Section shall be non-cumulative.

Section 7.

Under the present schedule, days referred to as designated days, or "D" days, may be accumulated to a maximum of five (5) days off to be taken upon the timely request of the employee with the approval of the shift supervisor subject to the review of management. The Employer will incur no overtime liability for any hours worked to arrange any accumulation of "D" days. The City reserves the right to change the present schedule but the City will effect no change which would eliminate accumulate "D" days in accordance with this Section.

ARTICLE XII. (CONTINUED)

Section 8.

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

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

ARTICLE XIII.

Medical and Dental Benefits

Section 1.

The Employer shall provide full medical and hospitalization coverage for all members of the bargaining unit, and in addition, shall pay 100% of the premium cost for said member's dependents, provided the member enrolled the said dependents in the hospitalization plan in force for all employees of the City of Millville. The plan shall be New Jersey Blue Cross and Blue Shield PACE coverage with Rider J (\$400.00) coverage for the member and his eligible dependents, or at the employees option, a HMO or Healthways insurance plan provided any additional premiums necessitated by such option are borne solely by the employee.

Section 2.

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

ARTICLE XIII. (CONTINUED)

Section 3.

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

Section 4.

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

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

Section 5.

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

ARTICLE XIV.

Vacations

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

(a) Ninety (90) days of employment to the completion of nine (9) years = fifteen (15) working days;

(b) Beginning the tenth year to completion of the fourteenth year = twenty (20) working days;

(c) Beginning the fifteenth year to completion of the nineteenth year = twenty-five (25) working days;

(d) Beginning the twentieth year to retirement = thirty (30) working days.

ARTICLE XV.

Schooling

Section 1.

Each member of the bargaining unit will receive an annual increment of fourteen (\$14.00) dollars for each college credit hour earned. All credits earned up to the signing of the 1978 contract should be covered by the "Grandfather Clause", whereby all employees will continue to enjoy all benefits previously agreed to in Article 15, Section 1, of the 1977 Contract.

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

The courses of study are to include: Political Science, Psychology, Sociology, Criminal Justice (Law Justice), Police Science or any other program approved by LEEP or the City of Millville leading to a degree.

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

Section 2.

The employer shall reimburse all Employees for meals, tolls, and mileage while attending police schools. Mileage shall be reimbursed in accordance with the IRS rate for that year. In lieu of mileage reimbursement for use of the Employees vehicle, the Employer may, at its option, supply a safe City vehicle for Employee's use in such instances as may be required by this Article.

Section 3.

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

ARTICLE XVI.

Sick leave and Injury Leave

Section 1.

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

Section 2.

(a) Employees shall receive accrued sick days upon retirement at the rate of:

- (1) 60% of the total to a maximum of \$9,000.00 commencing January 1, 1988;
- (2) 70% of the total to a maximum of \$10,000.00 commencing January 1, 1989;
- (3) 70% of the total to a maximum of \$12,000.00 commencing December 31, 1989.

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

(c) Any member of the bargaining unit who files his retirement papers, or who resigns from employment with the City of Millville Police Bureau shall be paid for all accumulated compensatory time.

Any sum so due under this Section, part (a), (b) and (c), shall upon the death of a unit member, be paid to a designee named by the unit member, or to his Estate if no designee has been named.

ARTICLE XVII.

Clothing Allowance

Section 1.

All clothing allowance and maintenance allowance hereinafter set forth shall be the annual amount. The clothing allowance shall be paid in two equal installments on January 1st and July 1st. The clothing maintenance allowance shall be paid in one installment on July 1st.

Section 2.

The Detectives shall receive a clothing allowance of \$605.00 for 1987, \$630.00 for 1988 and \$655.00 for 1989.

Section 3.

All members of the bargaining unit shall receive a \$25.00 per annum increase in clothing maintenance allowance effective in 1987. The clothing maintenance allowance will be \$250.00 for 1987, \$275.00 for 1988 and \$300.00 for 1989.

ARTICLE XVIII.

Court Appearances

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

Municipal Court - for each appearance \$20.00
Effective January 1, 1988
County Court and other required agency hearings -
for each appearance \$25.00
Effective January 1, 1988

ARTICLE XVIII. (CONTINUED)

For the purposes of this Article, a court appearance shall be defined as attendance at any one court for any one case unless a police officer is subpoenaed to attend to more than one case in any court for the same time. If a police officer is subpoenaed to attend two or more cases in any one court, however, and the subpoenas are for different times and one or more is a.m. and one or more is p.m., then each would be considered a separate appearance.

The Employer shall reimburse the Employee for mileage in accordance with the provisions of Article XV, Section 2. of this Agreement for any required court appearance outside Cumberland County.

Each member of the bargaining unit shall receive an annual adjustment to his/her salary in the amount of \$225.00 effective January 1, 1988. This adjustment is to compensate for off-duty preparation for court appearances. All employees are expected to appear in court with a thorough knowledge of his case and prepared to testify in detail.

The above mentioned court preparation adjustment shall be paid on or about the first or second pay period of January of each year.

ARTICLE XIX.

Miscellaneous

Section 1.

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

ARTICLE XIX. (CONTINUED)

Section 2.

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

Section 3.

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

(b) In the event it is determined that an Employee has a drug or alcohol related problem, said employee shall undergo such counselling and/or therapy as the City deems necessary.

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

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

(e) In the event that a drug or alcohol related problem should re-occur in an Employee who has successfully completed counselling and/or therapy for a similar previous problem, said employee may be dismissed.

EXHIBIT "A"

Salary Schedule

<u>July 1, 1987</u>		<u>January 1, 1988</u>	
Sergeant	\$29,570.46	Sergeant	\$31,048.98
Detective Sergeant	\$30,170.46	Detective Sergeant	\$31,648.98
Lieutenant	\$32,097.73	Lieutenant	\$33,702.62
Detective Lieutenant	\$32,697.73	Detective Lieutenant	\$34,302.62
Captain	\$36,128.17	Captain	\$37,934.58

July 1, 1988 - Lieutenants and Captain receive \$350.00 adjustment

<u>July 1, 1988</u>		<u>January 1, 1989</u>	
Sergeant	\$32,601.43	Sergeant	\$34,231.50
Detective Sergeant	\$33,201.43	Detective Sergeant	\$34,831.50
Lieutenant	\$35,755.25	Lieutenant	\$37,543.01
Detective Lieutenant	\$36,355.25	Detective Lieutenant	\$38,143.01
Captain	\$40,198.81	Captain	\$42,208.75

December 30, 1989 - Lieutenants and Captain receive \$350.00 adjustment

ARTICLE XX.

Duration

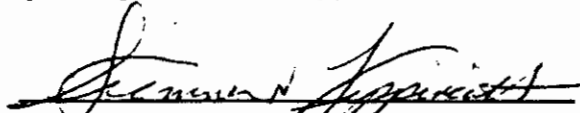
This Agreement shall be effective as of January 1, 1987, and shall terminate on December 31, 1989. If either party desires to change this Agreement prior to the expiration of said Agreement, it shall notify the other party in writing at least sixty (60) days prior to the expiration of this Agreement of the proposed change. If notice is not given as herein stated, this Agreement shall automatically be renewed for the next successive year.

IN WITNESS WHEREOF, the parties have here unto affixed their signatures this 5th day of April, 1988.

Attest:

CITY OF MILLVILLE


Lewis N. Thompson, City Clerk


Sumner N. Lippincott, Mayor

MILLVILLE POLICE SUPERIOR
OFFICERS ASSOCIATION

