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Ratified: 1/25/78

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11/1/78 - 12/31/79

CONTRACT BETWEEN

CITY OF MARGATE CITY AND POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL NO. 65, FOR THE YEARS 1978 and 1979

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AGREEMENT

AGREEMENT, dated the            day of January, 1978  
by and between the CITY OF MARGATE CITY, a municipal corporation  
of the State of New Jersey, hereinafter referred to as the "City"  
and the POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL NO. 65,  
hereinafter referred to as the "PBA #65".

ARTICLE I - PURPOSE

This agreement is entered into pursuant to the  
provisions of Chapter 303, Laws of 1968 ( 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 prescribe the rights and  
duties of the "City" and "employees"; to provide for the  
resolution of legitimate grievances, all in order that the public  
service shall be expedited and effectuated in the best interests  
of the people of the City of Margate City.

## ARTICLE II - RECOGNITION

### Section 1.

The "City" hereby recognized the "PBA #65" as the sole and exclusive representative of all permanent patrolmen, detectives and other members of the Department of Police below the rank of Chief or Deputy Chief, covered under this agreement, for the purpose of bargaining with respect to rates of pay, wages, hours of work and other terms and conditions of employment.

### Section 21

The title "policeman" shall be defined to include the plural as well as the singular and to include males and females, uniformed members and uniformed members assigned to plain clothes, but not crossing guards.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1.

The purpose of the grievance procedure shall be to settle all grievances between the "City" and the "PBA #65" and members as quickly as possible, so as to assure efficiency and promote members' morale. A grievance is defined as any disagreement between the "City" and the members of the "PBA #65" involving the interpretation, application or violation of agreements and administrative decisions affecting his or their employment. The "City" shall not discipline any "employee" without just cause. All grievances shall be processed as follows:

Step 1. The members involved and the PBA representatives shall discuss the grievance with the Chief of Police, or any representative designated by him. An answer shall be made to the "PBA #65" within five (5) calendar days by the Chief or his designated representative.

Step 2. If the grievance is not settled through Step 1., the same shall be reduced to writing by the "PBA #65" and submitted to the Director of Public Safety or any person designated by him, and the answer to such grievance shall be made in writing, a copy to the "PBA #65, within five (5) days of the submission.

Step 3. In the event the grievance is not resolved at Step 2., either party may refer the matter for impartial arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the "City" and "PBA #65". If the "City" and the "Committee" cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after the receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. They shall then be bound by the rules of the Public Employment Relations Commission in the selection of an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent, and he shall render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be shared by the "City" and the "PBA #65". Any "employees" 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 witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievances or arbitration matter.

Extensions and Modifications - Time extensions may be mutually agreed to by the "City and the "PBA #65.

ARTICLE IV - NON-DISCRIMINATION

The "City" and "employees" both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age, 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 "employee" because of membership in, or legitimate activity on behalf of, the "PBA #65"; nor will the "City" encourage membership in any other association or union to do anything to interfere with the representation by the "majority representative" of the "PBA #65" as the exclusive bargaining agent of "employees."

ARTICLE V - BULLETIN BOARD

The "City shall permit the use of non-public bulletin boards, located in the Police Department Headquarters, by the "PBA #65", for the posting of notices concerning "PBA #65" business and activities.



ARTICLE VI - MANAGEMENT RIGHTS

It is the right of the "City" to determine the standards of service to be offered by its "employees"; to determine the standards of selection for employment; direct its "employees"; take disciplinary action; relieve "employee" from duty because of lack of work or for any other legitimate reason; 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 missions in emergencies; and 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 Procedures" as set forth in Article III above. Nothing in this article shall alter or relieve the "City" of any of its obligations undertaken by this agreement.

The parties agree that the Margate City Police Chief 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 #65".

ARTICLE VII - STRIKES

The "PBA #65" and "employees" assure and pledge to the "City" that their goals and purposes are such as to permit no strikes by "employees", nor work stoppages, slowdowns or any other such method which would interfere with services to the public or violate the Constitution and laws of the State of New Jersey; and the "PBA #65" and "employees" will not permit such activities nor advocate or encourage other "employees" to initiate the same; and the "PBA #65" and "employees" will not support anyone acting contrary to this provision.

## ARTICLE VIII - HOLIDAYS

Effective January 1, 1978, all "employees" covered by this agreement shall receive the following eleven (11) holidays: New Year's Day, Presidents Day (celebrated on the third Monday of February), Good Friday, Easter Sunday, Memorial Day, July 4th, Columbus Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

A. If an "employee" is required to work on any of the above-named holidays or if any of the above-named holidays fall on a day on which an "employee" would normally be off and the "employee" does not work on that day, such "employee" shall receive, in addition to his regularly accumulated vacation time, one extra day vacation time for each holiday so worked or on which he is regularly off and does not work. An employee at his option may be paid for up to five (5) of the holidays actually worked in lieu of vacation time. The payment for holidays worked shall be computed at straight time daily rate of pay including longevity.

B. The effect of this article is to give all "employees", in addition to two (2) days off each week of each year and in addition to their regular vacation time, an additional eleven (11) days off per year.

ARTICLE IX - VACATIONS

A. A patrolman in his first fiscal year of service shall be entitled to one working day's vacation for each month of service. During his second fiscal year of service he shall receive two working days vacation for each month of service up to December 31, of that calendar year. Thereafter he shall be entitled to a full vacation. Vacations shall be assigned according to policy.

B. All patrolmen, except those mentioned in Section A. above shall be entitled to twenty-four (24) actual working days paid vacation.

C. All Sergeants shall be entitled to twenty-six (26) actual working days paid vacation.

D. All Lieutenants shall be entitled to twenty-eight (28) actual working days paid vacation.

#. All Captains shall be entitled to thirty (30) actual working days paid vacation.

F. 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 off that fall during the vacation period shall not be computed as part of the vacation days.

G. If an "employee" is permitted to but does not use his vacation time (including 11 days granted as compensating time for holidays described in Article VIII) during the year in which earned, he will lose the days not used. If, however, an "employee" is not permitted to use his vacation days (including 11 days granted as compensating time for holidays described in Article VIII), during the year in which earned, each of such days he shall then be paid for each of such days so unused. The pay for such unused days shall be computed at the straight time daily rate of pay, including longevity, based upon a five (5) day work week, fifty-two (52) week year.

It is each "employee's" responsibility to see that his vacation is planned well in advance of year end so that he will not have any unused days.

In order for an "employee" to qualify to be paid for unused vacation days the following procedure must be followed:

1. Calendar is to be posted and "employees" (in order of seniority) will mark off vacation days planned for current year. This procedure is to be complete before January 1st of current year.
2. If days selected are unsatisfactory, in discretion of supervisor, then supervisor shall give "employee" alternate days, which days must be accepted by "employee".

3. If supervisor cannot give employee alternate days, he is to notify "employee" who must then write memorandum to "City" notifying "City" of "employee's" intent to claim to be paid for such unused vacation days, This memorandum must be received by "City" prior to November 1st, of current year.

4. If Steps 1., 2. and 3. are complied with and "employee" does not in fact use days earned and so rejected during current year, he shall be paid for same during January of following year.

## ARTICLE X - LEAVES

### A. Sick Leave

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, attendance upon a member of the "employee's" immediate 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 or leaves of absence of the "employee" or the need of "employee's" attendance upon a member of the "employee's" immediate family. In the case of an illness of a chronic or recurring nature causing an "employee's" periodic or repeated absence from duty for one (1) day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of leave of absence of 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.

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 of not less than one (1) working day for every month of service during the remainder to the first calendar year of service following appointment,

and fifteen (15) working days in every calendar year thereafter. If any 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" will be entitled to such accumulated sick leave of absence 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 respective employment, to utilize the sick leave accumulated under this section. On January 1, 1976, every "employee" will be considered as having already accumulated fifteen (15) days sick leave and the next accumulation of fifteen (15) days will be added as of January 1, 1977, and on each January 1st thereafter. No leave of absence with pay under this section or any section shall exceed one (1) year commencing from the date of such injury, illness or disability.

B. Funeral Leave

1. Special leave of absence with pay up to a maximum of three (3) days shall be granted to any "employee" in case of death within the immediate family.

2. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child and foster child of an "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 Director of Public Safety. The above shall not constitute sick leave and shall not be deducted from annual sick 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 and in the course of their respective employment.

2. Any amount of salary or wages paid or payable to "employees" because of leave granted pursuant to Section 1. above shall be reduced by the amount of workmen's compensation award under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the same injury or illness requiring such leave. It is the intention of the "City" to supplement any temporary disability payments made under workmen's compensation to "employees" so that said "employee" receives his full salary or wage. Upon the cessation of payment of temporary disability by the carrier to the "employee" the "City" supplemental payments will also cease and the "employee" will be expected to return to work.

D. Leave for PBA State Meetings

The Executive Delegate and President (or appointed Alternate) of the "PBA #65" shall be granted leave from duty with full pay for all meetings of the PBA State Association when such meetings take place at a time when such officers are scheduled to be on duty, providing the affected delegate gives forty-eight (48) hours notice to the Margate Police Chief to secure another "Policeman" to work in his place.

E. Limitations on Leaves

No leave of absence or combination of leaves of absences for any cause whatsoever shall exceed one (1) year. In the case of continuous absence from duty of any "employee", for any cause whatsoever, of more than one (1) year duration, such "employee", so absent, shall be automatically retired from the Department on the first anniversary date from the date such absence began.

F. Retirement

Upon an "employee's" retirement, death or honorable termination of employment, said employee shall be compensated for his accumulated sick leave at his daily rate of pay for the year immediately preceding said termination and shall receive two (2) full days for each three (3) days of accumulated sick leave with a maximum of one hundred (100) days credit. Any employee who is separated from the "City" for cause arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave.

ARTICLE XI - SALARY, OVERTIME, LONGEVITY

A. Base Salary

1. Commencing January 1, 1978, the annual base salaries to be paid the following "employees" of the City of Margate City shall be as follows, and shall be paid bi-weekly:

Police Captain	\$ 15,500.00
Police Lieutenant	15,300.00
Police Sergeant	14,500.00
Patrolman (during third year of service and thereafter)	13,550.00
Patrolman (during second year of service and thereafter)	12,850.00
Patrolman (during the first year of service)	10,000.00

2. Commencing January 1, 1979, the annual base salaries to be paid the following "employees" of the City of Margate City shall be as follows, and shall be paid bi-weekly:

Police Captain	\$ 16,585.00
Police Lieutenant	16,450.00
Police Sergeant	15,550.00
Patrolman (during third year of service and thereafter)	14,500.00
Patrolman (during second year of service)	13,750.00
Patrolman (during the first year of service)	10,700.00

3. Base salary is the annual pay based on forty (40) hour week and fifty-two (52) week year.

4. The work day shall consist of eight (8) consecutive hours of duty and overtime when required.

B. Overtime

1. Overtime shall consist of all hours worked in excess of forty (40) hours in a week.

2. All "employees" covered by this agreement, shall, in addition to their base salary, be paid one and one-half (1 1/2)

times their straight hourly rate of pay including longevity in accordance with their rank for all overtime hours worked. All overtime payments shall be paid no later than the pay period day for the pay period which immediately follows the pay period in which the overtime occurs .

C. Longevity

1. Each "employee" listed in Article XI, Section A. shall be paid in addition to and together with his or her annual base salary as listed in A. additional compensation based upon the length of his or her service in the Margate City Police Department as fixed and determined by the following schedule:

<u>Years of Service</u>	<u>Compensation per annum in addition to Base Salary (Percent of Annual Base Salary)</u>
5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years or more	10%

2. The aforesaid additional salary or compensation shall be paid in equal bi-weekly installments at the same time as the base pay. In computing overtime pay and vacation pay and any other pay rates set forth in this agreement, the basic pay of any "employee" shall include his base pay plus his longevity.

3. Longevity pay shall be computed from the anniversary date of the "employee's" hiring by the "City" as a full time "employee" with continuous service.

ARTICLE XII - COLLEGE ALLOWANCE

A. The "City" and PBA #65, agree that the amount and quality of an "employee's" education often determine the value of his contribution to the community, and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage members of the "PBA #65" to achieve the advantage of higher education, the "City" agrees that each "employee" who receives academic credits for part-time study in any institution of collegiate grade which offers a college curriculum leading to or creditable toward an undergraduate, baccalaureate, or associated degree, relating to their employment, and which is accredited by the board of higher education shall receive a college allowance as hereinafter set forth. Each "employee" who has received credit for such academic courses, even if said courses were taken and completed while said "employee" was not a member of the Margate City Police Department, shall be entitled and be paid a college allowance of Ten Dollars (\$10.00) per year for each academic credit hour so received. This college credit allowance of Ten Dollars (\$10.00) per credit hour received shall be cumulative so that each "employee" shall be entitled to receive the college allowance per year for the total credits obtained by said "employee" and said credit allowance shall continue so long as the "employee" is employed by the "City."

The college allowance shall be paid on the first day in December of each year.

B. Notwithstanding any of the provisions in A. above, all applications for college allowance must be submitted in advance to the Director of Public Safety for his approval. The Director of Public Safety may refuse to pay a college allowance for any credits not required for a degree in Criminology, which in his sole discretion do not relate to the "employee's" employment. College credit allowance shall be limited to a total sum of Five Hundred Dollars (\$500.00) for each "employee", except in the case where said "employee" obtains an associated degree, then said credit shall be increased to Six Hundred Fifty Dollars (\$650.00).

ARTICLE XIII - HOSPITALIZATION INSURANCE

A. The "City" agrees to provide the best possible hospitalization and medical insurance in existence for all "employees" covered by this contract.

The "City" further agrees that the continuance of coverage after retirement of any "employee" shall be provided at such rates and under such conditions as shall be prescribed in the contract subject, however, to the requirements hereinafter set forth in this subsection. The contribution required of any retired "employee" toward the cost of such coverage shall be paid by him directly to the insurance agent.

Retired "employees" shall be required to pay for the entire cost of coverage for themselves and their dependents at rates which are deemed to be adequate to cover the benefits, as affected by Medicare, of such retired "employees" and their dependents on the basis of the utilization of services which may be reasonably expected of such older age classifications, provided, however, that the total rate payable by such a retired "employee" for himself and his dependents for coverage under the contract and for Part B of Medicare, shall not exceed by more than twenty-five (25%) percent the total amount that would have been required to have been paid by the "employee" and his employer for the coverage maintained had he continued in office



or active employment and he and his dependents were not eligible for Medicare benefits. Nothing herein shall be construed as compelling an employer to pay any portion of the premiums or charges attributable to such contracts.

The "City" further agrees to provide dental insurance if said insurance comes available through its present carrier, provided, however, said "employees" shall be required to pay for the entire cost of coverage for themselves and for their dependents. Nothing herein contained shall be construed as requiring employer to pay any portion of the premiums or charges attributable to such dental insurance contract.

ARTICLE XIV - INTERPRETATION

It is the intention of the parties that this agreement be construed in harmony with the rules and regulations of the Civil Service Commission, chapter 303 of the Laws of 1968, the statutes of the State of New Jersey, the ordinances of the City of Margate City, and the Rules and Regulations of the Margate City Police Department.

ARTICLE XV - EMPLOYER'S RIGHTS AND PRIVILEGES

Nothing contained herein shall be construed to deny or restrict to any patrolman such rights as he may have under any other applicable laws and regulations. The rights granted the patrolman shall be deemed to be in addition to those provided elsewhere.

B. The "City" agrees not to enter into any other agreement or contract with its "employees" who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

C. The Chief or designee may grant the request of any member of the Department to exchange hours, duties, or days off. Such requests shall be granted on a uniform basis with standard rules and regulations applying to all "employees" who make this request.

D. All uniforms damaged in the line of duty shall be replaced or repaired by the "City", after inspection and certification by the Chief of Police.

E. "Employees" may not be suspended or suffer any loss in benefits until after the "employee" has had a departmental hearing, except in cases of severe nature as determined by the Chief or his designee. The superior officer shall immediately submit a report explaining such action to the Chief of Police.

F. A set of written guidelines, procedures and orders shall be established.

ARTICLE XVI - SAVINGS CLAUSE

In the event that any provision of this agreement shall be finally determined to be in violation of any applicable or civil service law or regulation, such determination shall not impair the validity and enforceability of the remaining other provisions of this agreement.

ARTICLE XVII - DURATION

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

The parties agree that negotiations for a successor agreement, modifying, amending or altering the terms and provisions of this agreement shall commence on or about November 1, 1979.

It is understood that "PBA #65" is seeking a successor contract commencing from January 1, 1980. This agreement shall remain in full force and effect until a successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their  
signatures on the 25 day of January, 1978.

CITY OF MARGATE CITY

ATTEST:

By: \_\_\_\_\_

Robert A. Gelchert

POLICEMAN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 65

By: \_\_\_\_\_

Majority Representative

Signed, Sealed and Delivered  
in the presence of:

Roy J. Baake