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THIS BOOK DOES  
NOT CIRCULATE

A G R E E M E N T

BETWEEN

THE CITY OF MILLVILLE

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION,

MILLVILLE LOCAL NUMBER 213

73

LIBRARY  
Institute of Management and  
Labor Relations

MAY 27 1976

RUTGERS UNIVERSITY

DUGAN, TUCKER AND SAVAGE, ESQS  
475 WATCHUNG AVENUE  
WATCHUNG, NEW JERSEY 07060  
201-754-0077

A G R E E M E N T

THIS AGREEMENT, MADE THIS            DAY OF  
1972, BETWEEN THE CITY OF MILLVILLE, HEREINAFTER REFERRED  
TO AS THE "CITY" OR "EMPLOYER" AND NEW JERSEY STATE  
POLICEMEN'S BENEVOLENT ASSOCIATION, MILLVILLE LOCAL NUMBER  
213, HEREINAFTER REFERRED TO AS THE "PBA",

WITNESSETH:

WHEREAS, THE PARTIES HAVE CARRIED ON COLLECTIVE  
BARGAINING FOR THE PURPOSE OF DEVELOPING A CONTRACT COVER-  
ING WAGES, HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES  
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,  
SERGEANTS AND LIEUTENANTS IN ITS POLICE DEPARTMENT IN  
MILLVILLE, NEW JERSEY, BUT EXCLUDING THE CHIEF OF POLICE  
AND ALL OTHER EMPLOYEES.

## 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 SLOW-DOWNS OF ANY KIND DURING THE LIFE OF THIS AGREEMENT. NO OFFICER OR REPRESENTATIVE OF THE PBA SHALL AUTHORIZE, INSTITUTE OR CONDONE ANY SUCH ACTIVITY. NO EMPLOYEE SHALL PARTICIPATE IN 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 MATTER 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 WRITTEN GRIEVANCE WITH HIS LIEUTENANT. 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 WRITTEN GRIEVANCE WITH THE CHIEF. 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 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 Public Safety Director. A meeting on the grievance shall be held between the PBA and the Public Safety Director at which meeting the parties may be represented. The Public Safety Director shall render a final written decision within five working days of the meeting.

Section 2.

The time limit specified in the grievance procedure shall be construed as 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.

Section 4.

Any employee may be represented at all stages of the grievance procedure by himself, or at his option, by a repre

SENTATIVE 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

EFFECTIVE JANUARY 1, 1973, THE SALARY SCHEDULE FOR ALL OFFICERS RECOGNIZED AS BEING REPRESENTED BY THE PBA SHALL BE AS SET FORTH AS IN SCHEDULE A WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

#### ARTICLE VI

#### LONGEVITY

ALL OFFICERS COVERED BY THIS AGREEMENT SHALL BE ENTITLED TO AND PAID LONGEVITY PAYMENTS AND ADJUSTMENTS ON THEIR ANNIVERSARY DATE AS FOLLOWS:

1% AFTER 5 YEARS

2% AFTER 10 YEARS

3% AFTER 15 YEARS

4% AFTER 20 YEARS

5% AFTER 25 YEARS

#### ARTICLE VII

#### OVERTIME

OVERTIME WORK PERFORMED BY THE OFFICERS IN EXCESS OF THEIR NORMAL FORTY-HOUR WORK WEEK SHALL BE PAID AT STRAIGHT TIME RATES. AT THE OPTION OF THE OFFICER, HE MAY ELECT TO RECEIVE SAID PAYMENT IN THE FORM OF COMPENSATORY TIME OFF WITH THE APPROVAL OF

ARTICLE VIIIRETENTION OF BENEFITS

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL RIGHTS, PRIVILEGES AND BENEFITS WHICH THE OFFICERS 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 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 IXLEGAL AID

THE EMPLOYER WILL PROVIDE LEGAL AID TO ALL PERSONNEL COVERED BY THIS AGREEMENT IN SUITS OR OTHER LEGAL PROCEEDINGS AGAINST THEM ARISING FROM INCIDENTS IN THE LINE OF DUTY. THIS SHALL NOT BE APPLICABLE IN ANY DISCIPLINARY OR CRIMINAL PROCEEDING INSTITUTED AGAINST THE EMPLOYEES BY THE EMPLOYER.

ARTICLE XDISCRIMINATION 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 XISAVINGS CLAUSE

IN THE EVENT THAT ANY FEDERAL OR STATE LEGISLATION, GOVERNMENTAL REGULATION OR COURT DECISION 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 RENEGOTIATE CONCERNING ANY SUCH INVALIDATED PROVISIONS.

ARTICLE XIIHOLIDAYSSECTION 1.

ALL MEMBERS OF THE BARGAINING UNIT SHALL RECEIVE ON OR ABOUT THE FIRST OF DECEMBER OF EACH YEAR A SUM REPRESENTING CASH



PAYMENT FOR TWELVE HOLIDAYS WHICH SHALL BE COMPUTED BY MULTIPLYING THEIR DAILY RATE BY TWELVE.

SECTION 2.

AT THE EMPLOYEE'S OPTION, AN OFFICER MAY ELECT TO TAKE COMPENSATORY TIME OFF IN LIEU OF CASH PAYMENT FOR HIS HOLIDAYS PROVIDED, HOWEVER, THAT THE EMPLOYEE SHALL REQUEST SUCH COMPENSATORY TIME OFF FROM THE CHIEF OF POLICE WHO, IN HIS DISCRETION, WHICH SHALL BE REASONABLY EXERCISED, MAY GRANT THE EMPLOYEE SAID COMPENSATORY TIME OFF.

ARTICLE XIII

MISCELLANEOUS

SECTION 1.

INOCULATION SHOTS WILL BE MADE AVAILABLE TO MEMBERS OF THE POLICE DEPARTMENT AT THE EMERGENCY ROOM OF MILLVILLE HOSPITAL, AS REQUIRED.

SECTION 2.

EACH MEMBER OF THE DEPARTMENT WILL RECEIVE AN ANNUAL INCREMENT OF \$12.50 FOR EACH COLLEGE CREDIT HOUR EARNED, PROVIDED THAT A MINIMUM OF TWELVE COLLEGE CREDIT HOURS HAVE BEEN EARNED AND ACCRUED. INCREMENTS FOR COLLEGE CREDITS WILL BE ADJUSTED QUARTERLY ON JANUARY 1, APRIL 1, JULY 1 AND OCTOBER 1 OF EACH CALENDAR YEAR.

SECTION 3.

OFFICERS MAKING A COURT APPEARANCE SHALL BE PAID \$5.00 FOR EACH APPEARANCE, IF THE APPEARANCE IS MADE IN COURT ON A DAY WHEN SAID OFFICER IS OFF DUTY.

ARTICLE XIV

DURATION

THIS AGREEMENT SHALL BECOME EFFECTIVE ON JANUARY 1, 1973 AND SHALL TERMINATE ON DECEMBER 31, 1973. IF EITHER PARTY DESIRES TO CHANGE THIS AGREEMENT IT SHALL NOTIFY THE OTHER PARTY IN WRITING AT LEAST SIXTY DAYS BEFORE THE EXPIRATION OF THIS AGREEMENT OF THE PROPOSED CHANGES AND THEIR DESIRES TO TERMINATE THIS AGREEMENT. IF NOTICE IS NOT GIVEN AS HEREIN STATED, THIS AGREEMENT SHALL AUTOMATICALLY BE RENEWED FOR ANOTHER YEAR.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO AFFIXED THEIR SIGNATURES.

ATTEST:

CITY OF MILLVILLE

Samuel A. Watrous

By Rubon C. Peck

ATTEST:

NEW JERSEY STATE PBA  
MILLVILLE LOCAL #213

George Janner

By Robert C. Williams  
Pres.

SCHEDULE A

	<u>1972</u>	<u>1973</u>
DETECTIVE LIEUTENANT	11,960.50	12,718.33
LIEUTENANT	11,456.75	12,176.32
DETECTIVE SERGEANT	11,363.00	12,038.75
SERGEANT	10,836.25	11,482.24
PATROLMAN (STARTING SALARY BEFORE SCHOOL)	6330 .00	6,678.15
PATROLMAN (AFTER SCHOOL)	7,000.00	7,385.00
PATROLMAN (SECOND YEAR)	7,950.00	* 8,540.66
PATROLMAN (THIRD YEAR)	8,850.00	* 9,696.32
PATROLMAN (COMPLETION OF THIRD YEAR, STARTING FOURTH YEAR)	10,286.25	* 10,851.99
PATROLMAN ASSIGNED TO DETECTIVE BUREAU	10,786.00	11,379.23

\* INCREMENTS FROM 1ST YEAR THRU FOURTH YEAR ARE DIVIDED  
EVENLY AT \$1155.66 PER YEAR.

\*\* All Lieutenants received \$100.00 adjustment for 1973

\*\* All Sergeants received \$50.00 adjustment for 1973