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A G R E E M E N T

BETWEEN  
MILLVILLE CITY OF  
THE CITY OF MILLVILLE, CUMBERLAND  
COUNTY, NEW JERSEY

AND

MILLVILLE P.B.A.  
LOCAL #213

X JANUARY 1, 1984 - DECEMBER 31, 1986

Prepared by:

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EXHIBIT A

A G R E E M E N T

THIS AGREEMENT, made this 14th day of September , 1984,  
BETWEEN the CITY OF MILLVILLE, hereinafter referred to as  
"Employer", and POLICEMEN'S BENEVOLENT ASSOCIATION, MILLVILLE  
LOCAL #213, hereinafter referred to as "Employee";

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 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

Employees 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 Employee 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 (3) working days after presentation of that grievance at Step 1, he may file a formal written grievance with his Division Commander with copies to be simultaneously filed with the Captain of Police, 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 Division Commander, the aggrieved party and the PBA's designated representative. A

decision thereon shall be rendered in writing by the Division Commander within three (3) 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 (3) working days after presentation of that grievance at Step 2, he may file a formal written grievance with the Captain of Police, 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 (3) working days of the filing of the written grievance between the Captain of Police, the aggrieved party and the PBA's designated representative. A decision thereon shall be rendered in writing by the Captain of Police within three (3) 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 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, with a copy to be simultaneously filed with the Director of Public of Safety. A meeting on the written grievance shall be held within three (3) 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 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 written decision has been rendered within three (3) working days after the presentation of that grievance at Step 4, 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 (5) days of the meeting.

STEP 6.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 5, or if no written decision has been rendered within five (5) working days after the presentation of the grievance at Step 5, 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 twenty (20) days of the grievance and shall issue a final written decision within five (5) working days of the meeting.

Section 2.

The time limits specified in the grievance procedure shall be construed as being maximum; however, they 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 of 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".

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:

1984

<u>Years</u>	<u>Percentages</u>
5	2.0
10	3.0
15	4.0
20	5.0
25	6.0

1985

<u>Years</u>	<u>Percentages</u>
5	2.0
10	3.0
15	4.5
20	5.5
25	6.5

1986

<u>Years</u>	<u>Percentages</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 Employees in excess of the normal work week shall be paid 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 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 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 provision 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 Employer 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 employees 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. Vacation or personal days are not usable as working days prior to or after a holiday except when such holiday occurs in a vacation of 5 or more days.

### 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. Personal days are subject to prior approval as established by policies of the Millville Police Bureau so as to not interfere with the operation of said Bureau. Personal days are not cumulative. New Employees will have personal days pro-rated according to time served at the rate of one personal day for every 4 months of service.

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 year following accident free year, subject to prior approval so as not to interfere with operation of Millville Police Bureau.

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, stepmother, 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. Employer reserves the right to change the present schedule, but the Employer will effect no change which would eliminate accumulated "D" days in accordance with this section.

ARTICLE XIII - MEDICAL & 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 members of the bargaining unit. 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.

Section 2.

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

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.

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 Pacific Mutual Insurance Company Group Policy NO. GK-19170.

(b) Said Pacific Mutual Insurance Company dental insurance program will be supplemented, at the expense of Employer, an addendum to provide coverage for orthodontial care for Employees and their dependents.

Section 5.

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

Section 6.

Commencing January 1, 1985, Employer shall continue a retired Employee's dental plan coverage, at City's expense, for a period of five (5) years from the effective date of retirement.

ARTICLE XIV - VACATIONS

Vacations shall be scheduled by Sergeants with the approval of the Division Commander and/or Captain 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 (10th) year to completion of fourteen (14) - twenty (20) working days;

(c) Beginning the fifteenth (15th) year to completion of nineteen (19) years - twenty-five (25) working days;

(d) Beginning the twentieth (20th) 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.

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 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 up to \$3.50 per meal, and tolls while attending police or fire schools, and shall reimburse for mileage at the rate of twenty cents (20¢) 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 Employer 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 sixty per cent (60%) of the total to a maximum of \$7,000.00. In the event of the death of an employee while employed by the City of Millville, the designated beneficiary shall enjoy the same benefit.

(b) Effective January 1, 1986, Employees shall receive accrued sick days upon retirement at the rate of Sixty per cent (60%) of the total to a maximum of \$7,500.00. 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 AND MAINTENANCE

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 paid fire fighters shall receive a clothing allowance of \$275.00 for 1984, \$305.00 for 1985 and \$330.00 for 1986. This allowance shall terminate in the event the City opts to purchase firemen uniforms.

Section 3.

The Detectives shall receive a clothing allowance of \$525.00 for 1984, \$555.00 for 1985 and \$580.00 for 1986.

Section 4.

All employees shall receive a clothing-maintenance allowance of \$175.00 for 1984, \$200.00 for 1985 and \$225.00 for 1986.

ARTICLE XVIII - COURT APPEARANCES

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

Municipal Court - for each appearance.....	\$20.00
County Court, Grand Jury, Motor Vehicles, ABC, and other required Agency Hearings, for each appearance.....	25.00

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 two or more cases in any one court, however, if 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.

Mileage shall be reimbursed by Employer at the rate of twenty cents (20¢) per mile for any required Court appearance outside Cumberland County.

ARTICLE XIX - MISCELLANEOUS

Section 1.

All personal items of Employees covered herein that are damaged, destroyed or lost through active pursuit 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, subject to a maximum reimbursement of \$200.00 per item. Mislaid or misplaced items are not covered by this Section.

Section 2.

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, 1984, and shall terminate on December 31, 1986. 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 and not paid prior thereto shall be retroactive to January 1, 1984.

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

CITY OF MILLVILLE

ATTEST:

*James A. [Signature]*  
*Chester M. [Signature]*  
*[Signature]*

P.B.A. MILLVILLE LOCAL #213

ATTEST:

*James A. [Signature]*  
*Rollin A. [Signature]*  
*[Signature]*  
*[Signature]*