

3-0174

STORAGE

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AGREEMENT

This Agreement, dated the 14th day of NOVEMBER, 1975, is entered into by and between the City of Somers Point, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "CITY", and the New Jersey State Policeman's Benevolent Association Inc. through its designated affiliate, Mainland Local Number Seventy Seven, hereinafter referred to as "PBA #77".

Atlantic County

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Statute 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 its Employees; to provide for the resolution of legitimate grievances, to prescribe the rights and duties of the City and Employees, all in order that the public service shall be expedited and effectuated in the best interests of the citizens of the City of Somers Point.

Jan. 1, 1975 - Dec. 31, 1976

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ARTICLE II - EMPLOYEE REPRESENTATIVE

A. MAJORITY REPRESENTATIVE

The City recognizes the Majority Representative of PBA #77 as the exclusive negotiating agent for all regularly appointed, full time police personnel within the Somers Point Police Department, hereinafter referred to as the "Employees". The City and Employees agree that the Majority Representative of PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety equipment, procedures for adjustment of disputes and grievances, and all other related matters. The Majority Representative shall be appointed according to the procedure set forth in N.J. Revised Statute 34:13A-5.1 et seq. and shall have all the rights and privileges therein.

B. STEWARDS

The PBA #77 must notify the City of the names of the stewards. No more than one steward and alternate is to be designated. For the duration of this agreement, the steward shall be Sergeant Joseph F. Cottrell and the alternate shall be Patrolman Albert Bowen, both officers of the Somers Point, Police Department.

Stewards shall be excused from duty to attend regular meetings of PBA #77 which occur monthly. If the meeting date falls on a day in which the steward is scheduled to be on duty, he shall be excused from duty for the duration of said meeting. It is understood that the affected officer shall return to duty immediately following said meeting. In the event that the steward is unavailable due to illness or on vacation the alternate shall assume his duties and attend such meetings.

ARTICLE III - GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the parties concerning the application or interpretation of the agreement or any complaint by an Employee as to any action or non-action arising out of his or their employment. The City shall not discipline any employee without just cause.

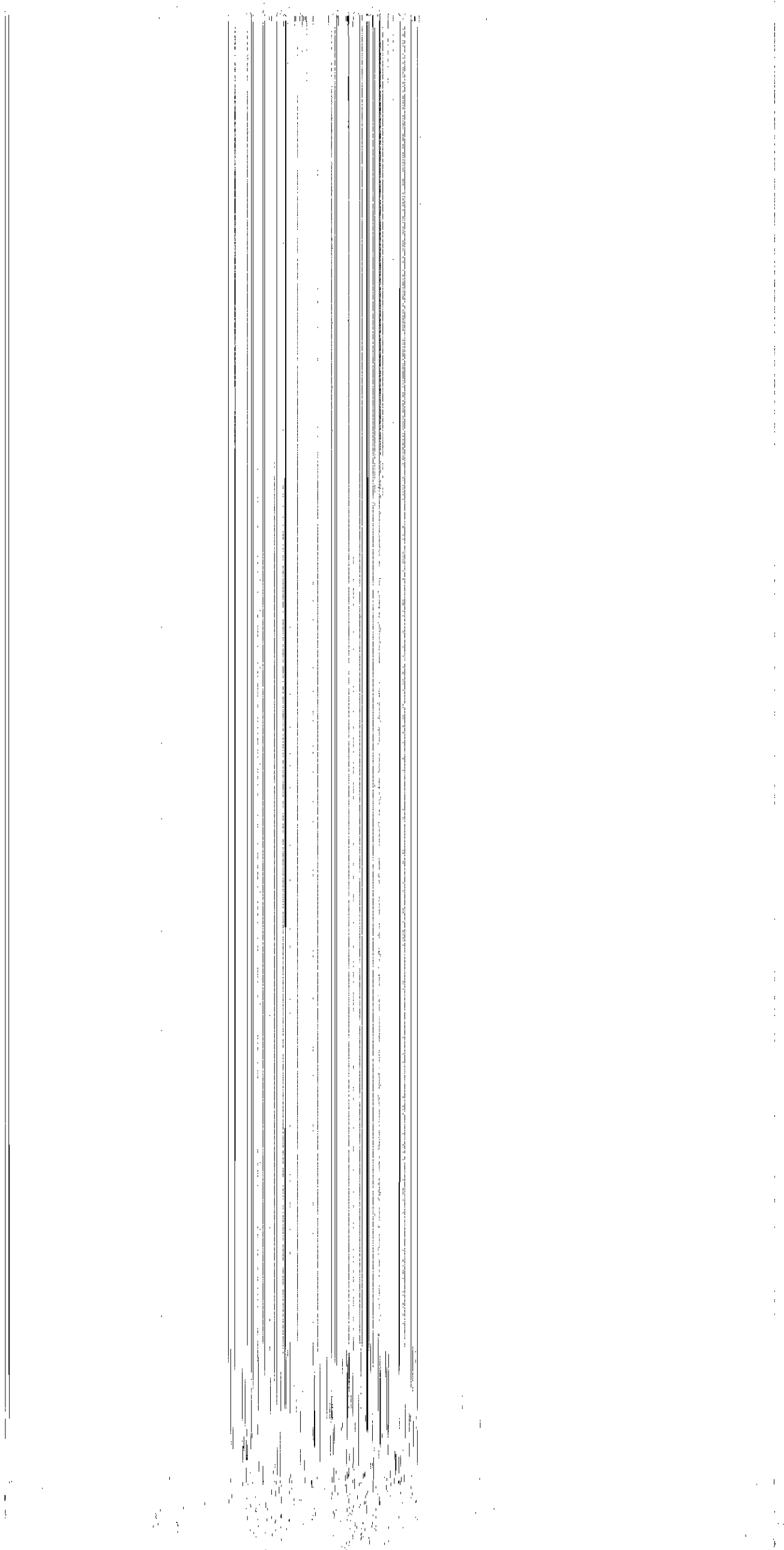
Step 1 - All grievances by an employee, and responses thereto by the City, shall be in writing within ten (10) days of its occurrence or the knowledge of its occurrence. "PBA #77" shall appoint an Association Grievance Committee hereinafter referred to as the "Committee", and the Committee shall receive, screen, and process all grievances within five (5) days of written receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with PBA #77.

Step 2 - The Committee shall, within five (5) days after screening and acceptance submit grievances to the Chief of Police for resolution. The Chief of Police must render a decision within five (5) working days of receipt in writing.

Step 3 - In the event the parties are unable to resolve the grievance in the second step, either party may within five (5) working days refer the grievance to the Mayor for resolution. The Mayor must render a decision within five (5) working days of receipt in writing.

Step 4 - In the event the grievance is not resolved at the third step, either party may refer the grievance, within five (5) working days to the City Counsel for resolution. The City Counsel must render a decision within fifteen (15) working days of receipt in writing.

Step 5 - In the event the grievance is not resolved at the fourth step, either party may refer the matter for impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission within ten (10) working days of receipt of decision in Step 4, that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Committee.



ARTICLE III - CONTINUED

If the City and Committee cannot mutually agree to a satisfactory arbitrator within thirty (30) days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement, he shall render his award in writing, within thirty (30) days of the hearing, and his decision shall be final and binding on all parties. The cost of the arbitrators fee shall be shared equally by the City and PBA #77.

Any steward or officers of PBA #77 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 witnesses reasonably required, shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

EXTENSIONS AND MODIFICATIONS

Time extensions must be mutually agreed to by the City and the committee, however, no more than two (2) extensions, not to exceed thirty (30) days each, shall be permitted.

ARTICLE IV - NON-DISCRIMINATION

The City and Employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs, or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against an Employee because of membership in, or legitimate activity on behalf of PBA #77; 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 PBA #77 as the exclusive bargaining agent of employees.

ARTICLE V - BULLETIN BOARD, DUES CHECKOFF

The City shall permit the use of bulletin boards, located in the Police Department Headquarters, by PBA #77 for the posting of notices concerning PBA business and activities.

The City agrees, in accordance with State Statutes, upon receipt of signed authorization cards from the Employees, to deduct from the Employees' wages the amount of annual dues as prescribed by PBA #77, in equal installments bi-weekly and to forward said amount to the Treasurer of PBA #77 on the first of each month.

This Provision is open to adjustment with the City Treasurer as to policy, or procedure.

ARTICLE VI - MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be offered by its Employees, determine the standards of selection for employment (subject to the rules and regulations of the Civil Service Commission), direct its Employees, take disciplinary action, 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 mission in emergencies, 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 Procedure as set forth in Article III. Nothing in this Article shall alter or relieve the City of any of its obligation undertaken by the Agreement.

The parties agree that the Chief of Police and other superior 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 membership in PBA #77.

ARTICLE VII - STRIKES

PBA #77 and the Employees assure and pledge to the City that their goals and purposes are such as to condone no strikes, work stoppages, sickouts, slowdowns, or any other such method which would interfere with service to the City of Somers Point and its citizens, or violate the Constitution of the United States or the laws of the State of New Jersey. The PBA and Employees will not initiate such activities nor advocate or encourage other employees to initiate the same, and the PBA and Employees will not support any member of this organization acting contrary to this provision.

ARTICLE VI POLICEMEN'S PRA

Pursuant to Chapter 303, Public Law of 1968, the City agrees that every policeman shall have the right freely, to organize, join and support the PRA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages, or any other term or condition of employment by reason of his membership in the PRA or its affiliates, or his participation in any of its activities, collective negotiations with the City, or his institution of any grievance, complaint or proceeding under this agreement with respect to any terms or conditions of employment. Elected representatives of the PRA shall be permitted time off from their regular schedule to attend negotiating sessions, grievance sessions, and regularly scheduled meetings of the PRA providing the efficiency of the department is not seriously affected, at the discretion of the Chief of Police.

ARTICLE IX - HOLIDAYS

Effective January 1, 1975, all Employees covered by this agreement shall continue to receive fifteen (15) paid holidays per year. Said holidays shall be awarded as days off in addition to the Employees annual vacation and shall be given at any time during the calendar year at the employees request, with the approval of the respective shift commanders, and may be taken consecutively, up to five working days at a time.

ARTICLE X - VACATIONS

A. An Employee during his first year of employment shall be entitled to one working day's vacation for each month of service up to and including December of his initial year. Thereafter, he shall be entitled to a paid vacation according to the following schedule.

One to five years service.....	12 working days
Five to ten years service.....	15 working days
Ten to fifteen years service.....	18 working days
Fifteen to twenty years service.....	21 working days
Twenty to twenty five years service..	24 working days
Twenty five to thirty years service..	30 working days
Thirty years and over.....	32 working days

B. 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 to work shall be the days they are given off. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. This article shall be effective from January 1, 1975.

ARTICLE XI - LEAVES

A. SICK LEAVE

(1) Defined - Sick leave is hereby defined to mean absence from post of duty by an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's 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 of the employee after three consecutive days sick leave, or leave in attendance of a member of the employee's immediate family. In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of sick leave by 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. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.

(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 for not less than one (1) working day for every month of service during the first calendar year of employment, 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 shall be entitled to such accumulated sick leave 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.

(3) Pay upon termination - Upon an employee's retirement, death, or honorable termination of employment, said employee shall be compensated for his accumulated sick leave computed on his daily rate of pay for the year immediately preceding said termination, and shall receive a full day's pay for each day of accumulated sick leave. Any employee who is separated from service for cause, arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave.

ARTICLE XI - LEAVES CONTINUED

B. FUNERAL LEAVES

(1) Special leave of absence with pay up to a maximum of four (4) working 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, step-parent, father-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 Chief of Police. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

C. INJURY LEAVE

(1) Injury leave shall be granted with full pay to employees temporarily disabled through injury or illness as a result of, or arising from, their respective employment.

(2) Any amount of salary or wages paid or payable to employees because of leave pursuant to Section XI, C (1) above shall be reduced by the amount of workmen's compensation awarded under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the same injury or illness requiring such leave, in no event shall this exceed 12 months.

D. LEAVE FOR PBA MEETINGS

The Executive Delegate and President (or appointed alternates) of PBA #77 shall be granted leave from duty with full pay up to six (6) days during a twelve (12) month period to attend regularly scheduled meetings of the State and Local Association, when such meetings take place at a time when such officers are scheduled to be on duty, providing the affected officer gives at least 72 hours notice to the Chief of Police.

E. LIMITATIONS ON LEAVES

No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed one year. In case of continuous absence for more than one year, such employee so absent shall be automatically separated from the department on the first anniversary date from the date such absence began. The City may, in its discretion, extend such absence indefinitely.

ARTICLE XIII - SALARY, INCREMENTS, OVERTIME

A. BASE SALARY

Commencing January 1, 1975, the annual base salary to be paid the following employees covered by this Agreement shall be as follows and shall be paid bi-weekly:

CHIEF OF POLICE.....	\$15,000.00
DEPUTY CHIEF.....	12,600.00
CAPTAIN.....	12,100.00
LIEUTENANT.....	12,500.00
SERGEANT.....	12,100.00
PATROLMAN after completing three years service.....	11,300.00
*TEMPORARY PATROLMAN after completing three years....	10,400.00
PATROLMAN after two years.....	10,400.00
PATROLMAN after one year.....	9,900.00
PATROLMAN during first year.....	8,800.00
POLICE DISPATCHER after one year.....	9,900.00
POLICE DISPATCHER during first year.....	8,800.00

*(temporary patrolman in accordance with N.J. Civil Service Rules and regulations); temporary patrolman shall receive the above increments up to and including the completion of their third year and shall remain at that salary until certified by Civil Service as permanent employees.

All salary increases and other compensation shall be paid retroactive to January 1, 1975.

Commencing January 1, 1976 all employees covered by this agreement shall receive an increase in the above captioned salaries (Sect. A) in the amount of ten percent (10%) of the above base salaries. All salary increases and other compensation shall be paid retroactive to January 1, 1976.

B. OVERTIME

(1) Overtime shall be defined as any and all hours worked in excess of an eight hour day or forty hour week and shall include any and all such hours worked on emergencies, court appearances arising from their official duties, and any and all other extra duty activity which is authorized by the Chief of Police, or in his absence, the respective Acting Chief of Police or Division Commanders.

(2) Any employee that returns to duty on his normal time off as defined in (1) above, shall be granted a minimum of two hours overtime compensation.

ARTICLE XII - SALARY, LONGEVITY, OVERTIME AND RETIREMENT

(3) Overtime pay shall be paid for all hours in excess of one hundred twenty five hours worked in the calendar year of 1970 and shall be paid for the first one hundred fifty hours in the calendar year of 1971.

(4) Overtime pay shall be computed on the basis of one and one half times the employee's straight time hourly rate of pay based on a forty hour week including longevity. Employees holding the rank of Captain and above shall be excluded from the overtime clause as Managerial Executives within the meaning of Chapter 303, Laws of 1968. Overtime shall be administered fairly and without discrimination.

(5) Overtime pay shall be paid quarterly up to a maximum of 37 hours in each of the first three quarters and any hours worked in excess of 37 hours shall be carried over to the following quarter. All overtime pay shall be paid by December 31 in the calendar year it was worked.

C. LONGEVITY

(1) Each employee listed in Article XII, Sect. A. shall be paid in addition to and together with his annual base salary additional compensation based upon the length of his service as fixed and determined according to the following schedule:

Upon completing	3 years.....	2%
Upon completing	5 years.....	3%
Upon completing	10 years.....	4%
Upon completing	15 years.....	6%
Upon completing	20 years.....	8%
Upon completing	25 years and over.....	10%

(2) Longevity pay shall be applied on the basis of the employee's anniversary date of employment, and shall commence at the adjusted rate, the pay period immediately following said anniversary date. Longevity shall be paid together with and in addition the employee's base salary.

ARTICLE XIII - ACTING OFFICER

Any employee who shall have been serving in the capacity of a senior officer in the absence of such senior officer and who shall have performed the duties thereof, for a continuous period of thirty (30) days shall, thereafter, be entitled to compensation appropriate to such office for time so held. This Section is effective January 1, 1975. This shall not apply for absences due to vacation or Holidays.

ARTICLE XIV - COLLEGE INCENTIVE PROGRAM

The City and PBA #77 agree that the amount and quality of an employee's education often determines 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 the employees to achieve the advantages of higher education, the City agrees that each employee who receives academic credits for study in any institution of collegiate level which offers a college curriculum leading to or creditable toward an undergraduate baccalaureate or associate degree in law enforcement, shall be paid a college allowance according to the following schedule.

<u>ACCUMULATED CREDIT HOURS</u>	<u>COMPENSATION PER ANNUM</u>
15 credit hours.....	\$100 per year
32 credit hours.....	\$200 per year
64 credit hours.....	\$400 per year (Associate's Degree)
120 credit hours.....	\$600 per year (Bachelor's Degree)

Said compensation shall be continued from year to year and shall be paid in a lump sum on the first payday in December. It is understood that such credits must be earned while in the City's employ.

ARTICLE XV - HOSPITAL AND MEDICAL

A. The City shall provide the New Jersey State Health Benefits Plan, Part I and Part II to all employees covered by this agreement at the City's expense.

ARTICLE XV - CLOTHING ALLOWANCE

In addition to any other benefit under this agreement, every employee shall be entitled to an allowance for the cleaning and maintenance of his clothing and uniforms in the sum of \$150 yearly. Said allowance shall be paid in a lump sum on the first pay period in December, 1949. It is understood that this allowance is not for the purchase or replacement of uniforms and clothing, but is to help offset the cost of cleaning and maintenance of same.

It is further agreed that a clothing allowance for all employees shall be provided up to \$200 yearly per employee after one year's service and is to be used solely for the purchase and replacement of uniforms (clothing for plain clothes officers) and said employee shall be required, upon request to show proof of purchase. It is further agreed that the City shall have discretion regarding uniforms, as to where and from whom they are purchased, and as to arranging for the purchase of same.

ARTICLE XVII - CONTINUATION OF BENEFITS
NOT COVERED BY THIS AGREEMENT

All practices and conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to the City Charter, Ordinances, Rules and Regulations of the police department; and any past or present benefits or privileges which are enjoyed by the Employees covered by this agreement, that have not been included in this Contract, shall be continued.

ARTICLE XVIII - SAVINGS CLAUSE

In the event that any provision of this agreement shall be finally determined to be in violation of any applicable State or Civil Service rule or regulation or law, such determination shall not impair the validity or enforceability of the remaining provisions of this agreement.

ARTICLE XIX - DURATION OF AGREEMENT

This contract shall remain in full force and effect from the date of execution, January 1, 1975 until midnight, December 31, 1976.

The parties agree that negotiations for a successor Agreement and modifying, amending or altering the terms and provisions of this Agreement shall commence no later than October 15, 1976.

It is further agreed by the parties that "PBA #77" is seeking a successor agreement commencing on January 1, 1977 and that this Agreement now in force shall remain in full force and effect until a successor agreement for 1977 is reached.

IN WITNESS WHEREOF, the undersigned have affixed their hand and seal on the 14th day of November 1974

ATTEST:

BY: Mary E. [Signature]
Municipal Clerk

BY: [Signature]
Mayor

BY: [Signature]
Majority Representative
N.J. P.B.A. Local #77

Signed, sealed and delivered
in the presence of:

[Signature]

NOTARY

CAROL A. [Signature]
My Comm. Expires [Date]
(seal)