

3-0542 STORAGE

08-15

Gloucester

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF PITMAN, Borough of

AND

THE FRATERNAL ORDER OF POLICE

F.O.P., GLOUCESTER INTER COUNTY LODGE #51

X 1979 - 1980 - 1981

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AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_,  
between the Borough of Pitman, hereinafter referred to as "Borough"  
or "Employer" and the Fraternal Order of Police Gloucester Inter  
County Lodge #51, hereinafter referred to as the "F.O.P."

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

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

ARTICLE I  
RECOGNITION

The Employer hereby recognizes the aforementioned Fraternal Order of Police as the exclusive representative for all its Patrolmen, Detectives, Sergeants, and all other superior officers in its Police Department in the Borough of Pitman, County of Gloucester and State of New Jersey, but excluding the Captain and Chief of Police and other employees not specifically set forth herein.

ARTICLE II

LEGAL REFERENCE

Section 1. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, or resolution and police department rules and regulations upon any Borough Official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Borough Officials and all Police covered by this Agreement to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law.

Section 2. Nothing contained herein shall be construed to deny or restrict to any Policeman such rights as he may have under any other applicable laws and regulations.

Section 3. The provisions of this Agreement shall be subject and subordinate to and shall not nullify or modify existing applicable provisions of Federal, State, and Local Laws.

## ARTICLE III

### POLICEMEN'S RIGHTS

Section 1. Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every Policeman shall have the right to freely organize, join and support the Fraternal Order of Police or other organizations for purposes of engaging in concerted activities for mutual aid and protection.

Section 2. Elected representatives, not to exceed a maximum of three (3) from the FOP shall be permitted time off to attend negotiating sessions, Pitman grievance sessions, and monthly meetings of the FOP provided the efficiency of the Department is not affected thereby.

Section 3. A Police Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of such inspection. Any request for such inspection will be submitted to the Chief of Police prior to such inspection. The Borough agrees to notify the individual Officer if any derogatory material is placed in his personnel file by providing the Officer with a copy.

Section 4. A Police Officer has the same rights to engage in political activity as afforded to any citizen. This right to engage in political activities shall not apply to any Police Officer when he is on duty or when he is acting in his official capacity.

Section 5. When a Police Officer is under investigation, or subject to interrogation by a law enforcement agency for any reason which could lead to disciplinary action, demotion, loss of pay, or dismissal, the investigation or interrogation shall be conducted in order that the Police Officer shall be accorded the right to no less than that of an ordinary citizen. It is further understood and agreed that the rights to be accorded to a Police Officer may be amended from time to time by Constitutional interpretation of the respective Courts, including but not limited to the United States Supreme Court.

Section 6. No Ordinance shall abridge the rights of any member of the Police Department from any lawsuit or other rights to which he or any other citizen may be otherwise entitled to bring against the Borough, nor shall any right be abridged in limitation of the Officer's right to bring a suit arising out of the duties as a law enforcement Officer against the Borough, for any cause of action accorded him under the laws of the State of New Jersey.

Section 7. No Officer shall be immune from the enforcement of Local Ordinance 3.4.7 and 3.8 General Revised Ordinances of the Borough of Pitman.

Section 8. If any investigation or interrogation of a Police Officer of the Borough of Pitman results in the recommendation of some action, the Borough shall not engage in any activity which may be found to be discriminatory or unfair to an Officer. All such action taken by the Borough shall be strictly in accordance with the requirements set forth by the State of New Jersey in the Revised Statutes. Any hearing with reference to any action against the Officer shall be in accordance with the General Revised Ordinances of the Borough of Pitman, Section 3-5, et seq.

Section 9. Any hearing to be conducted with reference to an Officer pursuant to ~~Section~~ 8 herein shall be conducted by Mayor and Council of the Borough of Pitman with all sides given an ample opportunity to present evidence and argument with respect to the individual issues involved. All parties are entitled to be represented by Counsel.

Section 10. Evidence relative to any hearing as set forth in the preceding sections 8 and 9 shall be in accordance with the Rules of Evidence as applied by the Administrative Director of the Courts of the State of New Jersey.

Section 11. Every party shall have the right to cross-examination of any witnesses who may be brought to testify and each party shall be entitled to rebuttal evidence.

Section 12. Mayor and Council conducting the hearing may take notice of judicially noticable facts and, in addition, may take notice of general, technical or scientific facts within its specialized knowledge in accordance with the Rules of Evidence as applied in the Courts of the State of New Jersey.

Section 13. Any decision, order, or recommendation for action resulting from the hearing shall be in writing and shall be accompanied by findings of fact. The findings shall be expressed in a concise statement upon each issue in the case. A copy of the decision or order and accompanying findings and conclusions, along with written recommendations for action, shall be delivered or mailed promptly to the Officer or to his Attorney.

Section 14. No Officer shall be discharged, disciplined, demoted or denied promotion, transfer or reassignment, or otherwise discriminated against in regard to his employment, or be threatened with any such treatment, by reason of his exercise of or demand of the rights granted in this Agreement, or by reason of the lawful exercise of his Constitutional Rights.



ARTICLE IV

MANAGEMENT RIGHTS

The Fraternal Order of Police recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All of the rights, powers, 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.

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ARTICLE V

VACATIONS AND HOLIDAYS

Section 1. Vacations

A. Earned Vacations. Officers with continuous service in the Borough shall be credited with earned vacation which will relate back to the first full month of employment in accordance with the terms herein stated. Officers shall be entitled to a paid vacation.

- 1) The vacation year shall be from January 1 to December 31.
- 2) Vacation pay shall be computed at prevailing regular salary rates (Base 2 Salary). In order that there be no misinterpretation, the example provided will suffice:

Example:

A Police Officer receives the following salary:

Base 1 Salary	\$10,078.00
Longevity	<u>100.00</u>
Base 2 Salary	\$10,178.00

Base 2 Salary of \$10,178.00 divided by 52 weeks is a weekly salary of \$195.75 divided by 5 days is \$39.15 for each day of the Police Officer's vacation.

- 3) Vacation time is earned in accordance with the following schedule:

<u>Length of Service</u>	<u>Earned Vacation Accrued</u>	<u>Days per Month</u>
Hired prior to July 1 (Applies to initial year of hire only)	5 days	.
After initial year of hire through 5 years	10 days	.833
6 years	11 days	.917
7 years	12 days	1.00
8 years	13 days	1.083
9 years	14 days	1.167
10 years	15 days	1.25
15 years *	20 days	1.667

\* The increment set forth in this schedule shall apply in the third year (1981) of this agreement and shall continue thereafter. Until such time as the 1981 schedule shall apply, the following schedule shall be applicable:

10 years through 19 years	15 days	1.25
20 years and over	20 days	1.667

Once an Officer's employment continues through December 31 of his initial year of hire, he shall accumulate vacation pay in accordance with the length of service as shown in the above schedule.

- 4) Less than 15 days of a month will not be considered when computing earned vacation time. Over 15 days of service during a month will be credited as a full month.
- 5) Earned vacation pay shall be paid to any Police Officer who is laid off, terminated, resigns, is on leave of absence, or enters military service. Those Officers who have been terminated, been laid off, who resigns, take a leave of absence, or enter military service during the vacation year shall be paid vacation pay on a pro-rata basis. So there will be no misinterpretation, the following example will suffice:

Example:

Police Officer "A", who is accruing vacation pay at the rate of 10 days (or .833 per month) per year, resigns from the Department effective June 30th.

Pro-rated vacation pay:

6 months (January to June) times .833 days per month = 5 days. Police Officer "A" shall be paid five (5) days vacation pay.

- 6) Vacation time shall not accrue during a leave of absence but shall accrue during sick leave.
- 7) Regular days off or recognized holidays at the beginning or end of a vacation, period will not be considered a part of the vacation, but if recognized holidays fall within an Officer's vacation, he shall receive an additional day's pay in accordance with Article V Section 1 A 5.

B. Using Earned Vacation.

- 1) Vacation time earned shall be used by the officer during the vacation year; however, up to 5 days of the current year's vacation may be accumulated and taken (used) during the next (following) vacation year. Request for vacation accumulation must be forwarded to the Chief of Police no later than September 1. of the current vacation year. In this request, the Officer must state that he wishes to accumulate (hold) five (5) days of the current year's earned vacation time for next (following) year. No vacation accumulation shall be for more than one (1) year.

- 2) No Vacation may be taken during the first six (6) months of employment. This six month period continues through the end of one vacation year and into the next (following) vacation year. So there will be no misinterpretation, the following example will suffice:

Example:

Officer "A" is hired on October 1, 1976. His six (6) month period is as follows:

October 1, 1976 to March 31, 1977.

- 3) Scheduling vacation. The Chief of Police shall allot vacation periods in order to assure orderly operation and adequate continuous service but will grant vacations so far as possible in accordance with the desires of the Officers in order of their seniority in rank.
- 4) In lieu of vacation, an employee can collect compensation for unused vacation time at the rate of one day's pay for one day of vacation for up to 50% of his vacation. It is mandatory that an employee take not less than 50% of his vacation each year. Compensation so paid shall be paid the first pay period in December of the year in which the vacation is accumulated.
- 5) An Officer may request that 5% of his previous year Base 1 Salary be withheld from his regular paycheck and given to him in one lump sum prior to his vacation. The following restrictions shall apply:
  - a) This option must be exercised in writing between November 15 and December 15 for the following year.

b) The Borough Treasurer must be notified 30 days prior to the date payment of vacation pay is desired. So there will be no misinterpretation, the following example shall suffice:

Example:

Police Officer "A"	Base 1 Salary	\$10,078.00
	Longevity	<u>100.00</u>
	Base 2 Salary	\$10,178.00

5% of Base 1 Salary (\$10,078.00 times .05) = \$503.90

\$503.90 divided by 26 pay periods = \$19.39 (amount to be deducted from each paycheck).

C. Paying Earned Vacation:

- 1) Vacation pay will be paid at the prevailing salary rate in accordance with Article V Section 1 A 2.
- 2) Should an employee terminate after using vacation not yet earned, such pay not yet earned will be deducted from the final paycheck.

Section 2. Holidays.

The following official holidays with pay shall be observed in accordance with local Ordinance 3-4 entitled "Working Conditions" 3-4b:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving  
Christmas Day

Each Officer shall be compensated with twelve (12) paid holidays to be scheduled at the discretion of the Chief of Police.

a) Both parties hereto agree that the present work schedule for an Officer is as follows:

5 days on duty - 3 days off

5 days on duty - 3 days off

5 days on duty - 4 days off (occurs after Midnight shift)

Both parties further agree that the above schedule is commonly referred to by the parties as a "Five Platoon Schedule," which schedule has been established at the discretion of the Chief of Police, subject to the demands and requirement of the provisions of this Contract, which schedule had been in effect since 1969.

Both parties hereto agree that the 4th day off, occurring after the Midnight Shift, in the above schedule is the paid holiday referred to in Section 2 above, and is given by the Borough, and taken by the Officer, in lieu of the above list of formal holidays. This scheduling complies with the requirements of Section 2, above, and provides the Officer with the paid holidays set forth above.

The parties hereto agree that anything to the contrary herein not withstanding an Officer holding the title of Traffic Sergeant or Detective, and not working the Five Platoon Schedule, shall be entitled to the above listed holidays, as set forth in section 2 above, since said officer does not, in his normal work schedule, receive the 4th day off occurring after the midnight shift, as previously stated for the Five Platoon Schedule.



ARTICLE VI

LEAVE OF ABSENCE, SICK LEAVE, PERSONAL DAYS

Section 1. Leave of Absence.

A. Military Leave. When an Officer is a member of the National Guard, Air National Guard, or Reserve Unit of any of the Armed Forces of the United States and is required to engage in field training and to attend meetings, he shall be granted a military leave of absence with pay for the period of such training or meeting. Such paid leave of absence shall not affect his vacation. Such pay from the Borough will equal only the amount required to equalize his military pay in order that the total pay received from both sources will equal his current police pay. When an Officer has been called to active duty or drafted into the military, air or naval forces of the United States, he shall be granted an indefinite leave of absence without pay and his seniority shall continue for the duration of such military service. Such Officer must be reinstated without loss of privileges of seniority, provided he receives an honorable discharge and he reports for duty with the Borough of Pitman within 90 days following his discharge from the military service.

B. Funeral Leave. 1) Employees shall be granted special leave with pay because of death in the immediate family, or for the death of other members as enumerated under Article X Section 1 B.

- 2) Such funeral leave shall be granted from the date of his request in the amount of three (3) days.
- 3) Notwithstanding any other provisions of this Article, special funeral leave with pay shall be granted for a period of ten (10) days due to death of a spouse, provided that such spouse shall leave surviving a minor child or children; otherwise, such leave shall be for a period of five (5) days.
- 4) Notwithstanding any provision of this Article, special funeral leave with pay shall be granted for a period of five (5) days due to the death of any employee's son or daughter.

- 5) In addition, accumulated sick leave may be utilized for additional days off for death of an immediate member of the family.

C. Leave without Pay. The Director of Public Safety on advice of the Chief of Police and request of an Officer and after reasonable notice, may grant a six (6) month leave of absence without pay to said Officer. Said leave may only be granted by the Director when he receives a written request by the Officer. The Director may extend such leave ~~for~~<sup>for</sup> an additional six (6) months upon approval of Borough Council. If the said Officer overstays such leave, his employment with the Borough shall be deemed to have terminated. Such leave will be granted only upon approval of the Director of Public Safety in writing. Such approval, however, shall not be unreasonably withheld.

Section 2. Sick Leave

A. Number of Days. An Officer shall be entitled to one (1) day of sick leave for each month of service.

B. Accumulation of Sick Leave. Sick leave shall accumulate during an Officer's tenure but will not exceed 26 weeks of accumulated sick leave. Sick leave will be utilized as sick leave only or as otherwise provided in this agreement. An Officer shall be entitled to sell back to the Borough any unused days at the rate of one day's pay for three (3) sick days when he leaves the Department or accrues the maximum allowable sick days (130). This sell back may be exercised annually. Beginning in 1980 and thereafter, his sick leave sell back shall be at the rate of one day's pay for <sup>EACH</sup> two and one-half (2½) sick days accumulated!

C. Use of Sick Leave. Sick leave may be used by an Officer for personal illness of a member of his family which requires his attendance upon the person who is ill or which requires his being quarantined by a Physician because of disease which may be contagious. Such sick leave in excess of three(3) working days will require a written statement from the Officer's attending Physician, except when such sick leave is used under Article VI Section 1 B 5. In the event that an Officer shall be called upon by a member of his family to attend in the hospital or other place of recuperation, and such visit shall not extend over a working day, the Officer will return to work after the completion of such visit and provide a reasonable statement in writing as to the purpose of such visit, the place of such visit, and the time of such visit.

D. Injuries. For a work related injury an Officer will be paid up to full salary until a Department Physician determines that he is capable of returning to work or places him on permanent disability. Time lost from work shall not be deducted from sick leave accumulated. So there will be no misinterpretation, the following example will suffice:

Example:

Officer "A" weekly Base 2 Salary is	\$500.00
Workmen's Compensation pays	<u>200.00</u>
Borough shall pay	\$300.00

Additionally said Officer shall certify to the employer the amount of workmen's compensation received.

### Section 3. Personal Days

Beginning January 1, 1980, each member of the bargaining unit shall be eligible for two (2) personal leave days to be used for the personal business of said member. The said personal leave days shall be administered, and their use restricted, pursuant to the following guidelines:

A. Personal leave days shall be restricted to two days per contract year, and shall not be accumulated from year to year. If the personal leave days are not used in the contract year, they shall be lost.

B. Personal leave day usage shall be restricted to, and used only for, situations demanding the presence of the bargaining unit member, which situations arise without reasonable prior notice, and which cannot be scheduled, or rescheduled, by the bargaining unit member for another time which would not require the taking of a personal leave day.

- 1) To that end, examples of personal leave days would include, but not be limited to, the following:
  - a) Court appearances in which the presence of the bargaining unit member is required, which Court appearance cannot be rescheduled, and further, which Court appearance did not arise from the employment of the said bargaining unit member; and
  - b) Settlement procedure on the purchase and/or sale of real estate, which settlement procedure could not have been scheduled upon any other date not requiring the taking of a personal leave day; and
  - c) Other business requiring the presence of the bargaining unit member, the timing or scheduling of which business is beyond the control of the bargaining unit member.
  - d) Except in emergency situations, the bargaining unit member shall submit his request for a personal leave day to the Borough, or its designated representative, no later than 48 hours prior to the day requested as a personal leave day. The decision of the Borough, or its designated representative, as to the grant or denial of a personal leave day, shall be final, except in the instance that, should the designated agent of the Borough be the Chief of Police, the bargaining unit member shall have the right of appeal

to the Director of Public Safety. In all cases, the decision of the Director of Public Safety shall be final and shall expressly not be subject to grievance procedures, arbitration, or any other form of administrative or legal appeal or negotiation whatsoever. The Borough, or its designated representative, may require reasonable proof of the necessity of the taking of the personal leave day, including, but not limited to, a certification by the bargaining unit member that the personal leave day is necessary, and that it cannot be rescheduled by the bargaining unit member.

- e) Personal leave days shall not, under any circumstances whatsoever, be used by a member of the bargaining unit for:
- (1) Pleasure
  - (2) Recreation
  - (3) Job interviews
  - (4) Extension of vacation, holidays, or weekends
  - (5) Funeral leave
  - (6) Sick days
  - (7) Leave of absence
  - (8) Any other purpose for which time off is provided, or allowed, in any other portion or section of this Labor Agreement.

ARTICLE VII

OTHER BENEFITS

Section 1. Blue Cross-Blue Shield

- A. Effective January 1, 1980 the Borough of Pitman will assume and pay for Blue Cross-Blue Shield, Rider J, Family Coverage UCR Plan for all members of the Police Department as defined in Article I of this Agreement. Prior to that time the Borough will continue medical coverage in effect at the date of signing of this agreement.
- B. Effective January 1, 1980 no cost for coverage will be deducted from the salaries of the Officers for Blue-Cross-Blue Shield, Rider J. Family Coverage UCR Plan for said Officers, their wives, or children. The Borough shall assume full payment for such coverage.

Section 2. Death Benefits

- A. If an Officer loses his life in the line of duty, the Borough will pay Blue Cross-Blue Shield, Rider J, Family Coverage UCR Plan for the spouse and children of the decedent Officer until his children reach the legal age and/or his spouse either dies or remarries. Any child who is a full time student shall receive coverage until attaining the age of 22.

Section 3. Reimbursement for Expenses.

- A. Meals. Meals will be paid at the rate of and not exceed the following:

Breakfast .....	\$2.00
Lunch.....	\$5.00
Dinner.....	\$6.00

- B. The aforesaid shall be paid by the Borough of Pitman at the rate designated when approved by the Chief of Police in connection with an assignment outside the Borough in duration of four (4) hours or longer. This is intended to cover expenses to be borne by the Officer in testifying in court action, investigations which may require his presence outside the community and for such other purposes as may be authorized by the Chief.

- C. Mileage for use of a Police Officer's automobile shall be paid for by the Borough of Pitman to the Officer at the rate of fifteen (15) cents per mile providing the Chief of Police shall determine such transportation is necessary and does not provide such transportation by a Borough vehicle.
- D. Such expense account shall be submitted monthly to the Chief of Police no later than one (1) month after the expense may have been incurred by the Officer.
- E. Terms and Conditions.
- 1) Schools. At the discretion of the Chief of Police an Officer shall be paid for meals and transportation, if not provided, while attending a police academy or any other institution that he is ordered or authorized by the Chief of Police to so attend. The rates fixed in this Agreement shall apply to all such reimbursement for expenses incurred.
  - 2) Court Appearances. Meals and mileage expense shall be paid an off-duty Officer while attending Court out of the Borough in connection with a matter arising out of his Borough employment, with the exception of Civil Court, if the Chief does not provide transportation.
  - 3) Clothing. Each Officer shall receive an annual allowance of \$400.00 for the cleaning and repair of clothing. If an Officer's clothing is destroyed in the line of duty, the Borough shall replace it in addition to the annual allowance for each Officer.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

A. Tour of Duty: An Officer shall work five (5) consecutive days, with each day consisting of 8 consecutive hours of work. The five consecutive days need not correspond with a calendar week.

B. Work Schedule: An Officer shall work in accordance with a schedule to be posted on a monthly basis by the Chief of Police.

The current work schedule worked by an officer is as follows:

5 day on duty - 3 days off

5 days on duty- 3 days off

5 days on duty- 4 days off

- 1) The above work schedule is commonly referred to by the parties to this Agreement as the "Five Platoon System". The Five Platoon System requires an Officer to work no more than 120 hours in a 25 day unit system, throughout the calendar, but without regard to calendar weeks.
- 2) The Borough reserves the right, upon the advice and recommendation of the Chief of Police of the Borough of Pitman, to abolish the Five Platoon System at any time, Provided, However, that upon the abolishment of the Five Platoon System, no Officer shall be required to work more than 120 hours in a 25 day unit system in any work schedule which will replace the Five Platoon System currently in effect.
- 3) Both parties hereto agree that any deviation from the above schedule and hours occurring prior to the date of this Agreement, was voluntary on the part of the bargaining unit member and such deviation shall not be construed by either party hereto as basis for a grievance or other administrative or legal proceeding for the purpose of securing additional compensation in any form whatsoever.



4) Any deviation from the above work schedule and hours of work occurring after the date of this Agreement, if entered into voluntarily by a member of the bargaining unit, shall not be the basis for a grievance or other administrative or legal proceeding for purpose of securing additional compensation in any form whatsoever.

PROVIDED, FURTHER, HOWEVER, the Chief of Police of the Borough of Pitman may declare an emergency situation to exist and, for the period and duration of said emergency, may establish a work schedule without regard to requirements of 120 hours in a 25 day unit system. Any such declaration of emergency by the Chief of Police of the Borough of Pitman shall not last longer than (14 days) from the date of declaration, without the consent, in writing, of the duly authorized representatives of the local Pitman bargaining unit of the Fraternal Order of Police, Gloucester Inter County Lodge #51.

Section 2. Overtime

A. A member of the Department required to work beyond his regular tour of duty shall be paid overtime on the following basis:

0 to 15 minute at the end of shift - None

16 to 30 minutes at the end of shift - One-half ( $\frac{1}{2}$ ) hour

31 to 60 minutes at the end of shift - One (1) full hour

In excess of one hour at the end of shift

Minute per Minute

B. Court Appearance. An Officer required to report to Municipal Court in performance of his duties while on his off-duty time shall receive a minimum of one (1) hour overtime if his name shall appear on the docket issued by the Municipal Court Clerk. Such docket shall be prepared not later than two (2) working days preceeding Court. An Officer required to report to Superior Court in performance of his duties while on his off-duty time, other than in a civil action, shall be paid overtime.

C. Compensatory Time. In lieu of overtime pay an Officer may request to take compensatory time off from his regularly scheduled work hours; subject to the sole discretion of the Chief of Police. The rate for the compensatory time shall be computed at the overtime rate.

D. Overtime Rates. An Officer required to work in excess of his regularly scheduled tour of duty shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times his Base 2 Salary when such work is on a weekday or Saturday. An Officer shall be paid at the rate of two (2) times his Base 2 Salary when such excess work shall fall on a Sunday or Holiday.

ARTICLE IX

SALARIES

Effective January 1, 1979, salaries of all members covered under this Agreement shall be increased in conformity with the following formula and in accordance with the following schedule:

- A. For the year 1979, salaries shall be computed at 7% increase over the 1978 Base 1 Salary.
- B. For the year of 1980, salaries shall be computed at 7% increase over the 1979 Base 1 Salary.
- C. For the year 1981, salaries shall be computed at 8.5% increase over the 1980 Base 1 Salary.

D. Such Base 1 Salaries shall be as follows:

	<u>1979</u>	<u>1980</u>	<u>1981</u>
Patrolman 1	\$12,231.34	\$13,087.53	\$14,199.97
Patrolman 2	13,110.67	14,028.41	15,220.83
Patrolman 3	14,089.24	15,075.48	16,356.90
Patrolman 4	15,050.62	16,104.16	17,473.02
Sergeant	16,052.14	17,175.79	18,635.73

ARTICLE X  
MISCELLANEOUS

Section 1. Definitions

A. Officers are defined as full time uniformed Police Officers of the Department, including the Detective Bureau, but excluding the Captain and Chief of Police.

B. Members of the Family are defined as the Officer's father, mother, father-in-law, mother-in-law, grandfather, grandmother, brother, sister, spouse, brother and sister of spouse, child, foster child, and relatives of the Officer that reside in his household.

C. Base 1 Salary is defined to mean the basic, annual salary of the Officer, exclusive of longevity, which has been agreed to by the parties in this Contract. Base 1 Salary schedules shall be adjusted in accordance with this Contract as to specific increases at each calendar year and at appropriate anniversary dates.

D. Base 2 Salary is defined as Base 1 Salary plus applicable longevity as provided in Article XVII of this Agreement.

E. Hourly Rate. The Officer's hourly rate is calculated on Base 2 Salary as in the following example:

Example:

Police Officer "A" Base 1 Salary.....	\$10,078.00
Longevity.....	<u>100.78</u>
Base 2 Salary.....	\$10,178.78

Base 2 Salary of \$10,178.78 divided by 52 weeks = \$195.75 per week.  
Weekly salary (\$195.75) divided by 40 hours (standard work week for purposes of overtime) = \$4.89 hourly rate. This hourly rate shall be used for the purpose of computing the Police Officer's overtime rate.

Section 7. Detectives

- A. An Officer shall receive the sum of One Hundred (\$1,000.00) Dollars per year additional salary if he shall hold the title of Detective. Should the Officer be given the title of "Detective", or should the title of "Detective" be taken from an Officer, at other than the beginning or end of a calendar year, the aforesaid salary premium shall be adjusted pro rata.
- B. When an Officer is placed in the Detective Bureau, he will receive a \$200.00 allowance toward purchase of the appropriate clothing for the job.
- C. Each successive year, a Detective shall receive the sum of Two Hundred and Fifty (\$250.00) Dollars per year for the purchase of clothing for use in his job activities. Such sum shall be paid by the Borough to the Officer during the month of April of the current calendar year.
- D. An Officer who is required to return to work during the periods other than his regularly scheduled hours shall be paid overtime and shall be guaranteed not less than one (1) hour overtime pay, regardless of the number of hours actually worked.
- E. Anything to the contrary herein contained notwithstanding, an Officer holding the title of "Detective" shall work a Forty (40) hour calendar work week, consisting of Five (5) eight (8) hour days, with two days off. Overtime shall accrue to an Officer holding the title of "Detective" after the 40th hour in any calendar work week.
- F. An Officer holding the title of "Detective" shall not be required to appear in Police uniform unless the Chief of Police of the Borough of Pitman shall decide that such appearance shall be necessary because of an emergency situation. Any such declaration of emergency by the Chief of Police of the Borough of Pitman shall last longer than (14 days) from the date of declaration, without the consent, in writing, of the duly authorized

representatives of the local Piar bargaining unit of the Fraternal Order of Police, Gloucester Essex County Lodge #51.

Section 3. Traffic Sergeant

A. Effective January 1, 1979 an Officer shall receive the sum of Seven Hundred and Fifty (\$750.00) Dollars per year additional salary if he shall hold the title of "Traffic Sergeant." Should the Officer be given the title of "Traffic Sergeant", or should the title of "Traffic Sergeant" be taken from an Officer, at other than the beginning or the end of a calendar year, the aforesaid salary premium shall be adjusted pro rata. Effective January 1, 1981 however, the salary premium shall increase to the sum of One Thousand (\$1,000.00) Dollars per year.

B. Anything to the contrary herein contained notwithstanding, an Officer holding the title of "Traffic Sergeant" shall work a Forty (40) hour calendar work week, consisting of Five (5) eight (8) hour days, with two days off. Overtime shall accrue to an Officer holding the title of "Traffic Sergeant" after the 40th hour in any calendar work week.

ARTICLE XI

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 immediate supervisor either directly or through F.O.P.'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 five (5) working days after presentation of that grievance at Step 1, he may file a written grievance with the Chief of Police or, in his absence, a representative designated by him. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police or his designated representative, the aggrieved party, and F.O.P.'s designated representative. A decision thereto shall be rendered in writing by the Chief of Police within five (5) 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 written decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, the matter may be referred by F.O.P. by its designated representative to the Mayor and Council. A meeting on the grievance shall be held between F.O.P. and the Mayor and Council at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties do agree in writing. The Mayor and Council shall render a final written decision within fifteen (15) working days of the date of the meeting.

Step 4. In the event that the aggrieved person is not satisfied with the decision of the Mayor and Council, the aggrieved person or F.O.P., on his behalf, has fifteen (15) calendar days in which to request arbitration.

- A. The Arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey State Mediation Service.
- B. The Arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.
- C. The Arbitrator's decision shall be binding.
- D. The costs for the services of the Arbitrator shall be borne equally by the Borough and F.O.P. All other expenses incidental to and arising out of the Arbitration shall be paid by the party incurring same.
- E. A grievance affecting a group of employees under Article I may be submitted by F.O.P. on behalf of said named group at Step 3 of the grievance procedure.

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 (1) 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. An employee may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by F.O.P. When an employee is not represented by F.O.P., the F.O.P. shall have the right to be present and state its views at all stages of the grievance procedure unless the employee objects to the presence of F.O.P. representative, in which case F.O.P. may not be present at any stages of this procedure. However, in the event F.O.P. is not present after final determination at Step 3, if such final determination is made, F.O.P. will promptly receive a copy of the employee's written grievance and a copy of the final determination thereof.

ARTICLE XII

RETENTION OF BENEFITS

Section 1. Except as otherwise provided herein, all benefits which the F.O.P. has heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the time of this Agreement.

Section 2. Rules or modification of existing rules, whether written or unwritten, governing working conditions shall be negotiated with the F.O.P. prior to being made effective.

Section 3. The provisions of all Municipal Ordinances and Resolutions applicable to the members shall remain in full force and effect except as specifically modified herein.

ARTICLE XIII

LEGAL AID

If an employee is charged with a violation of the law as a result of acts committed by him while on duty, the Borough shall reimburse the employee for the services of an attorney selected by the employee to represent him. Such payment is conditioned upon the employee being found not guilty. The Borough shall also pay such other legal fees as provided by Statute. The employee agrees that the Attorney selected shall be in compliance with the fee schedule in Attachment A of this Agreement as embodied in an Ordinance submitted for approval on even date herewith.

ARTICLE XV

SAVINGS 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 provision.

ARTICLE XVI

DURATION

This Agreement shall become effective on January 1, 1979 and shall terminate on December 31, 1981.

ARTICLE XVII

LONGEVITY

Section 1. Longevity bonuses will be paid as a percentage of Base 1 Salary of the Police Officer effective as follows:

- A. After completion of five (5) years of police service within the Borough of Pitman, 1% of the Base 1 Salary.
- B. After completion of seven (7) years of police service within the Borough of Pitman, 2% of the Base 1 Salary.
- C. After completion of ten (10) years of police service within the Borough of Pitman, 3% of the Base 1 Salary .
- D. After completion of fifteen (15) years of police service within the Borough of Pitman, 4% of the Base 1 Salary.
- E. After completion of twenty (20) years and over of police service within the Borough of Pitman, 5% of the Base 1 Salary.

Section 2. These bonus payments shall be calculated as percentages of base pay and are not included in Base 1 Salary, nor will same be applied to any percentage increase of pay raise.

ARTICLE XVIII

ADDITIONAL MEDICAL COVERAGE

Section 1. The Borough of Pitman will assume all costs of Major Medical Policy now presently in existence in addition to the Blue Cross-Blue Shield, Rider J, Family Coverage UCR Plan referred to in this contract.

Section 2. The Borough will cover the cost of the Blue Cross-Blue Shield, Rider J, Family Coverage UCR Plan for any member of the bargaining unit who shall retire under provisions of the Police and Firemen's Retirement System of the State of New Jersey. Such coverage will cease if said member becomes eligible for medicare/medicaid or shall be offered paid equivalent hospitalization coverage by a future employer.

Section 3. Effective January 1, 1980 a complete physical examination will be given to each Officer annually. The tests administered shall include CBC, SMA-12, complete urinalysis, resting EKG, chest X-ray, and Doctor's Office physical. The Borough will pay a maximum of \$56.00 per Officer and any additional charge will be at the expense of the employer.

ARTICLE XIX

SENIORITY

Section 1. Seniority is an employee's total length of service with the Employer, beginning with his original date of hire. Included in seniority are periods of sick leave, temporary disability, approved leaves of absence, and vacation time. Excluded are periods of legal and valid suspensions and periods of time where the employee has broken service with the Employer.

Section 2. If a question arises concerning two employees who were hired on the same date, the following shall apply: The badge number appointed will be used for a determination with the lower badge number being senior.

Section 3. In cases of demotions the employee with the higher seniority in that rank will be retained. The employee demoted will return to the level where he was promoted from and be reassigned the appropriate badge number.

Section 4. In cases of layoffs seniority will be considered, however, in cases where a break in employment has occurred, the date of rehiring will be used as the determination date for layoffs no matter what rank may have been obtained during that length of employment.