

AGREEMENT

BY AND BETWEEN

CITY OF EGG HARBOR,
a municipal corporation of
the State of New Jersey

(Atlantic County)
and

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
MAINLAND LOCAL 77

X January 1, 1985 through December 31, 1986

Prepared by:

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AGREEMENT

AGREEMENT, dated the day of ,
1985, by and between the City of Egg Harbor, a municipal
corporation of the State of New Jersey, hereinafter referred to
as the "City", and the New Jersey State Policemen's
Benevolent Association Inc. Mainland Local Number 77, hereinafter
referred to as "PBA #77".

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the
provisions of Chapter 303, Laws of 1968 (N. J. Revised Statute
34:13A-5.3 et. seq) of the State of New Jersey to promote and
ensure harmonious relations, cooperation and understanding
between the City and it's Employees, all in order that the
Public service shall be expedited and effectuated in the best
interests of the citizens of Egg Harbor City, New Jersey.

ARTICLE II - EMPLOYEE REPRESENTATION

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 City of Egg Harbor, New Jersey, with the exception of the Director of Public Safety as "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 of 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 New Jersey Revised Statute 34:13A-5.1 et. seg. and shall have all the rights and privileges pursuant thereto.

B. STEWARDS

PBA #77 must notify the City as to the name of the Steward. No more than one Steward and Alternate is to be designated.

ARTICLE III - GRIEVANCE PROCEDURE

DEFINITION - A Grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by an Employee as to any action or non-action which violates any right arising from 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 and submitted to the Grievance Committee within five (5) 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 in, or affiliation with PBA #77.

STEP 2 - The Committee shall within five (5) days after screening and acceptance, submit Grievances to the Director of Public Safety for resolution. The Director of Public Safety must render a decision within five (5) working days of the receipt of the grievance in writing.

STEP 3 - In the event that 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 of the grievance 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 Council for resolution. The City Council must render a decision within fifteen (15) working days of receipt of the Grievance 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 it is moving a Grievance to arbitration and request that a list of Arbitrators be furnished to the City and the Committee.

If the City and the Committee cannot mutually agree to a satisfactory Arbitrator within thirty (30) working 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 which shall be final and binding. 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 duty without loss of pay for such purpose, and any witnesses reasonably required shall be made available during working hours without the loss of pay for the purpose

of disposing of any grievance or arbitration matter.

Extensions and Modifications - Time extensions involving the Grievance procedure may be mutually agreed to by the City and the Committee.

ARTICLE IV - NON DISCRIMINATION

The City and PBA #77 both recognize that there shall be no discrimination by reason of sex, creed, racial or national origin, with respect to employment, or opportunities for job improvement, or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against any 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

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 #77 business and activities.

ARTICLE VI - MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be offered by its employees, determine the standards of selection for employment (within the rules and regulations of the N.J. 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 of work, take all necessary actions to carry out its mission in emergencies, and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions of the above matters are subject to the Grievance Procedure as set forth in ARTICLE III. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken by this Agreement.

The parties agree that the Director of Public Safety and other officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this Agreement, and they shall be objective in their affiliation 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 by employees, nor work stoppages, slowdowns, or any other such action which could interfere with police service to the citizens of Egg Harbor City, or violate the Constitution and Laws of the State of New Jersey. PBA #77 and the Employees will neither initiate, advocate nor encourage other employees to initiate the same, and PBA #77 and the Employees will not support any member of any organization acting contrary to this purpose.

ARTICLE VIII - POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the City agrees that every policeman shall have the right, freely, to organize, join, support and assist the PBA 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, 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 the State of New Jersey or the United States, that is shall not discriminate against any Policeman with respect to hours, wages, or any term or condition of employment by reason of his membership in the PBA or its affiliates, or his participation in any of their activities, collective negotiations with the City, or his institution of any grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Elected representatives of PBA #77 shall be permitted time off from their regular schedule to attend negotiating sessions, grievance sessions and meetings of the PBA management Committee.

Members shall be entitled to engage in any lawful activity and obtain any lawful work while off duty, providing same does not conflict with their responsibilities as a Police Officer.

All members shall be made aware of any reports or charges concerning him. He shall not be compelled to make any verbal or written statement and shall have the right to consult an attorney and/or the PBA. Members shall not be suspended or suffer any loss in benefits until after the member has had a departmental hearing and has been found guilty, except in cases of severe nature, when the superior officer in charge deems the suspension of the member an immediate necessity for the safety of the public or the welfare of the department. The superior officer shall immediately submit a written report explaining such action to the Director of Public Safety. A report shall be submitted to the PBA upon request.

ARTICLE IX - HOLIDAYS

The City agrees to continue to grant all Employees covered by this Agreement fourteen (14) paid holidays per year. These holidays may be taken at any time during the calendar year, either consecutively or individually, subject to the approval of the respective shift commanders and may run consecutively with the Employee's vacation. The above holidays, if not taken by the individuals covered in the Agreement, must be paid to them by the first pay in December of the year in which the holidays are earned at the daily rate of pay. See attached schedule.

[While fourteen (14) holidays are recited in the text of this Article, only thirteen (13) holidays show on the schedule.]

HOLIDAYS

New Year's Day

Martin Luther Kings Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day & Mayors Holiday

Christmas Day

A. When an individual covered by the Agreement is assigned to duty or works a holiday as part of a regular shift, he shall receive time and one half pay for the shift worked based on his current salary covered by this Agreement.

B. Employees covered by this contract shall receive One (1) Personal Day beginning in 1981. Starting in 1982, Employees shall receive Two (2) Personal Days per year. If these days are not used during the course of the year they will be lost. These days may be taken anytime during the calendar year. A one week notice and approval by the Director of Public Safety is required before use of these Personal Days.

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:

Up to one yearOne working day for
each month service

After 1 year and up to 5 years ..12 working days

After 5 years and up to 12 years....15 working days

After 12 years and up to 20 years...20 working days

Over 20 years25 working days

The above schedule is in accordance with New Jersey State Civil Service Guidelines.

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 normally are 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, 1981.

C. All unused vacation days will be carried over to the following year if for any reason during the next year the officer is unable to take his vacation, payment will be made for the unused days. Vacation will be assigned by seniority by the Director of Public Safety.

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 (3) 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 every six 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, however, 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 or death, said employee, or the employee's estate, shall be compensated for his accumulated sick leave computed on his daily rate of pay up to a maximum of 45 days 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. All other sick time shall be accumulated with no restrictions while still in service to this Department. To conform with present ordinances. If a federally funded program is cancelled or employment is terminated because of Civil Service regulations, an employee will be entitled to accumulated sick leave.

B. FUNERAL LEAVE

(1) Special leave of absence with pay up to a maximum of three (3) days shall be granted to any employee in case of death within the employee's immediate family. Two additional days may be granted with pay, at the discretion of the Director of Public Safety.

(2) The term "immediate family" shall include only father, mother, stepfather/mother, father/mother-in-law, grandparents, sister, brother, spouse, child or 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 purposes of arranging and attending funeral services. Such special leave may be extended without pay at the discretion of the Director of Public Safety. The above shall not constitute sick leave and shall not be deducted from annual sick leave.

C. INJURY LEAVE

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

(2) LIMITATION ON INJURY LEAVE - At the discretion of the City, no injury leave shall exceed one year and such employee may be separated at the conclusion of one year, subject to the rules and regulations of Civil Service.

D. LEAVE FOR PBA MEETINGS

Elected Officers and Stewards of the PBA shall be granted leave from duty with full pay for all meetings of the PBA when such meeting takes place at a time officers are scheduled to be on duty, providing the affected officer gives reasonable notice to the Director of Public Safety.

E. LIMITATIONS ON LEAVE

No leave of absence or combination of leaves of absence for cause whatsoever, shall exceed one year. In case of continuous absence for more than one year, such employees so absent shall be automatically terminated from employment on the first anniversary date from the date such absence began.

F. ANNUAL MEDICAL CHECK-UP

All policemen shall be encouraged to take part in an annual medical check-up, including EKG, at a time and location designated by the Director of Public Safety to be given by a physician designated by the City, cost will be borne by the City.

ARTICLE XII - SALARIES AND OVERTIME

A. SALARIES

Salaries of the following employees of the City covered by the Agreement, shall be as follows and shall be either bi-weekly or semimonthly, at the discretion of the City:

	<u>1985</u>	<u>1/1/86</u>	<u>7/1/86</u>
SERGEANT	\$20,265	\$22,494	\$23,169
PATROLMAN after 3 yrs.	\$19,380	\$21,512	\$22,157
PATROLMAN after 2 yrs.	\$16,580	\$18,404	\$18,956
PATROLMAN after 1 yr.	\$15,025	\$16,678	\$17,178
PATROLMAN during 1 yr.	\$12,435	\$13,803	\$14,217

In addition to the salaries set forth for 1985, there shall be a one time only payment made to each officer. This payment shall be equal to 5% of the contractual base salary in effect for each officer on August 22, 1985 (the date of the Memorandum of Agreement by and between the parties). This payment shall be made to all unit members on or before October 1, 1985; PROVIDED HOWEVER, that any unit member who leaves the department prior to January 1, 1986, shall have a pro rate portion of the aforementioned one time only payment charged against his final paycheck. The portion so charged shall be equal to the portion of the entire year which the officer has not worked. For example, assuming an officer leaves the department 12/1/85, he shall be charged with 1/12 of 5% of his contractual base salary in effect August 22, 1985.

The salary increases set forth for 1/1/86 and 7/1/86 shall be effective on those dates.

In addition to the aforementioned salaries, effective January 1, 1986, there shall be a shift differential of \$.25 per hour for each hour worked on the midnight to 8:00 A.M. shift, and \$.20 per hour for each hour worked on the 4:00 P.M. to midnight shift.

B. OVERTIME

Defined - Overtime shall consist of all hours in excess of eight (8) hours per day or forty (40) hours per week that are worked outside normal working hours of an eight-hour day, forty-hour work week and shall include any and all such hours spent on emergencies, training session, court appearances, and court stand-by and in any other extra duty activities with no limitations.

All employees covered by the Agreement, with the exception of the Director of Public Safety, shall be paid time and one half computed on the basis of the employee's base salary together with his longevity for a forty hour week. All overtime shall be ordered and approved by the respective officer in charge of the shift on duty and verified by the Sergeant of Police, subject to approval by the Director of Public Safety.

Overtime payment shall be made no later than the pay period that immediately follows the pay period in which the overtime was worked.

The City agrees that when any officer is called for duty a minimum of two (2) hours will be paid.

The City agrees that when any officer is assigned to appear in court and his case/cases are postponed he will be paid a minimum of two (2) hours.

The City agrees that an officer has the choice of overtime or compensatory time.

C. LONGEVITY

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

<u>YEARS OF SERVICE</u>	<u>PERCENT OF ANNUAL BASE SALARY</u>
Upon completing 3 years.....	two percent
Upon completing 5 years & over.....	three percent
Upon completing 10 years & over.....	four percent
Upon completing 15 years & over	six percent

(2) Longevity pay shall be paid on the basis of the anniversary date of employment.

ARTICLE XIII - ACTING OFFICER

Any employee who shall have been appointed to act as an officer of superior rank to the rank he holds and shall have performed the duties thereof for a continuous period of thirty (30) days, shall thereafter be entitled to compensation appropriate to said rank for the time so held.

This section shall be in effect commencing January 1st, 1981.

ARTICLE XIV - COLLEGE ALLOWANCE

The City and the PBA 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 the achieve the advantage 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 a undergraduate baccalaureate or associate degree in law enforcement, which is accredited by the Board of Higher Education, shall be paid a college allowance in the amount of Twenty-five (\$25.00) dollars for each credit so received during the officer's employment with the City.

This shall be a one-time payment for each credit earned and shall be paid within thirty (30) days of the date of proof of the credit is presented to the City. College allowance shall be paid at the rate applicable to the calendar year in which it is earned.

The City also agrees to pay the cost of the necessary and required books each semester. Payments for all credits attained shall commence on the first payday after receiving verification of the grade and credit obtained from the student. The City further agrees that an officer who achieves an Associate Degree in Law Enforcement shall receive, in addition

to his regular base pay, an additional Six Hundred (\$600.00) Dollars per annum, or achieves a Baccalaureate Degree in Law Enforcement shall receive Twelve Hundred (\$1,200.00) Dollars per annum in addition to his regular base pay. To be paid on the anniversary date of receiving the Degree. All Degrees must be obtained while in service to this Department.

Minimum grade of "B" required commencing January 1, 198

ARTICLE XV - HOSPITALIZATION
INSURANCE

The City agrees to continue to provide the same hospitalization insurance presently enjoyed by the employees. Such insurance consists of New Jersey Blue Cross/Blue Shield PACE Program with Major Medical (Rider J).

The City further agrees that the continuance of coverage for employees only, after retirement of an employee shall be at the expense of the City, for those employees who retire during the years covered by this Agreement.

The City agrees to permit the option of choice between the New Jersey Blue Cross/Blue Shield PACE Program/Major Medical (Rider J) or South Shore Health Plan. Any additional cost will be paid by the Police Officer.

Each officer shall be entitled to the Dental Plan, Prescription Plan and Optical Plan provided at the time of the signing of this Agreement. It is the understanding of the parties that these plans are the equivalent of plans provided other employees of the City.

ARTICLE XVI - CLOTHING ALLOWANCE

In addition to any other benefits 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 \$400.00 for 1985. Effective January 1, 1986, this allowance shall be increased to \$450.00 per year. The said allowance shall be paid in November of each year. It is understood that this allowance is not for the purchase or replacement of uniforms or clothing, but is for the cleaning and maintenance of same.

The City further agrees to continue to purchase and provide uniforms for all employees, as needed. This Agreement shall be in full force and effect from January 1, 1985, until midnight December 31, 1986.

ARTICLE XVII - CONTINUATION OF BENEFITS NOT
COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, Ordinance Rules and Regulations of the Police Department of the City, Rules and Regulations of the New Jersey Civil Service Commission, Laws of the State of New Jersey and the Constitution of the United States of America.

Any present or past benefits which are enjoyed by the employees covered by this Agreement that have not been included in this Contract shall be continued.

Any benefit presently covered by the terms of this contract which may later be dropped from the Contract by ARTICLE XVII. [This meaning is unclear]. However, nothing will prevent either party from proposing the reinstatement of the benefit as a part of later negotiation.

ARTICLE XVIII - SAVINGS CLAUSE
AND PAY DEDUCTION

(1) In the event that any provision of this agreement shall be finally determined to be in violation of any State or Civil Service Law or regulation, such determination shall not impair the validity or enforceability of the remaining provision of this agreement.

(2) In the event that any provision of this agreement conflicts with any City ordinance, such ordinance shall be rescinded, repealed, or amended by the City Council to conform to the terms of this Agreement.

(3) Savings account or Bonds taken out of pay upon request.

ARTICLE XIX - DURATION OF AGREEMENT

The parties agree that negotiations for a successor agreement and for modifying, amending or altering the terms and provisions of this Agreement shall commence no later than September 1, 1986. It is understood that P.B.A. 77 is seeking a successor agreement commencing January 1, 1987. This agreement shall remain in full force and effect until a successor agreement is reached, provided that no successor agreement has been executed by December 31, 1986.

IN WITNESS WHEREOF, the undersigned have affixed their signatures the 39th day of October, 1985.

CITY OF EGG HARBOR, a municipal corporation

ATTEST:

BY:

William McBow

BY:

Joseph F. Silip

NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL #77 as the duly appointed representative of the Members of Police Department by the City of Egg Harbor

BY:

Paul [Signature]

SIGNED, SEALED AND DELIVERED

in the presence of

William McBow