

1989

CONTRACT BETWEEN

P.B.A. LOCAL #59

AND

THE TOWNSHIP OF MIDDLE
Cape May Court House
Cape May County
New Jersey

INDEX

<u>ARTICLE NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE</u>
PREAMBLE	1
ARTICLE I	PURPOSE.....	1
ARTICLE II	INTERPRETATION	1
ARTICLE III	CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT	1
ARTICLE IV	NON-DISCRIMINATION	2
ARTICLE V	FULLY-BARGAINED PROVISIONS	2
ARTICLE VI	THE ASSOCIATION REPRESENTATIVES AND MEMBERS	2
ARTICLE VII	ASSOCIATION NOTIFICATION	3
ARTICLE VIII	WORK WEEK	3
ARTICLE IX	OVERTIME	3A
ARTICLE X	EMPLOYEE REPRESENTATION	4
ARTICLE XI	HOLIDAYS	4
ARTICLE XII	TERMINAL LEAVE WITH PAY	5
ARTICLE XIII	SICK LEAVE	5
ARTICLE XIV	HEALTH INSURANCE	6
ARTICLE XV	UNIFORMS	7
ARTICLE XVI	P.B.A. STATE MEETINGS	7
ARTICLE XVII	TIME OFF	7
ARTICLE XVIII	GRIEVANCE PROCEDURE	8
ARTICLE XIX	PROMOTIONAL STANDARDS	10
ARTICLE XX	PATROL CARS, MAINTENANCE & EQUIPMENT	10
ARTICLE XXI	VACATION	11
ARTICLE XXII	BULLETIN BOARDS	11
ARTICLE XXIII	PROBATIONARY PERIOD	12
ARTICLE XXIV	MISCELLANEOUS PROVISIONS	12
ARTICLE XXV	WAGES	13
ARTICLE XXVI	ACTING OUT OF TITLE	14
ARTICLE XXVII	COLLEGE CREDITS	15
ARTICLE XXVIII	MANAGEMENT RIGHTS	15
ARTICLE XXIX	COMMENDATION AND HONORABLE MENTION	15
ARTICLE XXX	POLICEMEN'S BILL OF RIGHTS	16
ARTICLE XXXI	DEDUCTIONS FROM SALARY	18
ARTICLE XXXII	TERM AND RENEWAL	19
SALARY SCHEDULES	20

PREAMBLE

This agreement, dated the _____ by and between the TOWNSHIP OF MIDDLE, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO.59, as the recognized bargaining agent for the Middle Township Police Department.

ARTICLE I

PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5.1 etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and the understanding between the "Township" and the Employees; to prescribe the rights and duties of the "Township" and Employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the Township of Middle and its Employees and the Township.

ARTICLE II

INTERPRETATION

It is the intention of the parties that this agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, the Statutes of the State of New Jersey, the Ordinances of the Township of Middle and the Rules and Regulations of the Police Department. The Township recognizes the Policemen's Benevolent Association, Local No. 59 as the exclusive negotiating agent and representative for all uniformed police, detectives and all other Police Department employees employed by the Township, excluding Lieutenant, Captain, Chief, dispatchers and secretaries, employed at the time of the signing of the contract. The Township agrees that the Association 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.

ARTICLE III

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 Township's Charter, Ordinances, Rules and Regulations of the Police Department of the Township.

ARTICLE IV

NON-DISCRIMINATION

The Township and Employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age as far as employment is concerned or as far as any opportunity for improvement of jobs or as a condition of employment. The Township further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Association nor will the Township encourage membership in any other association or union or do anything to interfere with the exclusive representation of the Township in the appropriate bargaining unit.

ARTICLE V

FULLY-BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE VI

THE ASSOCIATION REPRESENTATIVES AND MEMBERS

Section 1. The employer agrees to grant the necessary time off without discrimination, to any employee designated by the P.B.A. to attend State and/or International meetings or conventions, or to serve in any capacity on other official P.B.A. business provided 24 hour written notice is given to the employer by the P.B.A. No more than two (2) employees shall be granted time off at any one time.

Section 2. Authorized representatives of the P.B.A. shall be permitted to visit Police Headquarters or the office of Police Chief or ther Office of the Director of Public Safety for the purpose of ascertaining whether or not this agreement is being observed. This right shall be exercised reasonably. (Such Police Benevolent Association Visitation shall not unreasonably interrupt the regular work of any police officer or the mission of the Police Department.)

Section 3. During the negotiations the Association representative so authorized by the Association, not to exceed four (4), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

ARTICLE VII

ASSOCIATION NOTIFICATION

Section 1. Proposed new rules governing working conditions or modifications of existing rules covering working conditions shall be negotiated with the majority representative before they are established.

Section 2. All employees covered herein shall receive a copy of all general orders and police regulations issued by the Chief of Police or his representative. The employee shall sign employee's receipt of these documents.

ARTICLE VIII

WORK WEEK

A. The work week shall average 40 hours over a five day work week, or a total of 2080 hours per year.

B. In implementing the new work schedule, the following provisions shall apply:

(1) The "fifth" squad shall have its schedule posted at least one month in advance for the entire period of five weeks.

(2) All hours for this squad shall be scheduled between 7:30 A.M. and 12 midnight.

(3) All police officers on this shift shall be guaranteed three consecutive days off.

(4) All police officers on this shift shall only be required to work on Saturday and Sunday for a fifteen week period during the summer between May 15 and September 30.

(5) Except in cases of an emergency, if a police officer is required to work before 7:30 a.m. or after 12 midnight or had his/her hours changed after the posting in paragraph one above, the police officer is entitled to be paid a 10% differential.

ARTICLE IX

OVERTIME

Section 1. Overtime shall consist of all hours worked in excess of the regularly scheduled working shift as posted quarterly.

Section 2. Overtime shall be compensated at the rate of time and one-half in time or cash at the affected Officer's discretion.

Section 3. There shall be a minimum four-hour call-back at time and one-half including court time.

Section 4. Stand-by. If an employee is required to stand-by at his residence or any other place, he shall be compensated for such stand-by time at his regular rate of pay with four (4) hour minimum guarantee.

Section 5: In computing overtime payments the following schedule shall be utilized:

0 - 15 minutes	-	no compensation
15 to 30 minutes	-	1/2 hours compensation
over 31 minutes	-	1 hour compensation

Section 6: Overtime shall be distributed on a rotating basis in reverse order of Seniority (officer with least seniority shall be called first); provided, however, that the Chief shall have an absolute right to bypass junior officers and call in a senior officer for overtime where the shift Sergeant or senior squad officer is absent from work.

Section 7: All overtime shall be paid within the pay period during which it is earned. For purposes of this Article, the term "pay period" shall be deemed to terminate at 4:00 P.M. on the Monday prior to the Friday upon which paychecks are issued. In the event that overtime pay is not distributed in accordance with the terms hereof due to error of the Treasurer's Office, then a supplemental check will be issued within 48 hours of discovery of the error.

ARTICLE X

EMPLOYEE REPRESENTATION

The P.B.A. must notify the Township as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each station. Representatives of the P.B.A. who are not employees of the Township will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing P.B.A. representation matters without notifying the head of the department.

ARTICLE XI

HOLIDAYS

A. Employees shall be compensated for fifteen (15) holidays as set forth below as specified in Paragraph B & C of this Article.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Easter	Day After Thanksgiving
Memorial Day	Christmas Day
July 4th	

B.1. Each Officer who works on one of the holidays set forth in Section A above shall be compensated for that day as follows:

- (a) He shall receive his regular pay for the week.
- (b) He shall receive a premium equal to four hours straight time pay for working the Holiday.
- (c) He shall receive a compensatory day off. At the option of the Officer, he may cash out the compensatory day at the straight time rate.

2. Officers not working on the holidays set forth in Paragraph A above shall be compensated for the holiday as follows:

- (a) The Officer shall receive his regular pay for the week.
- (b) He shall receive a compensatory day off. At the option of the Officer, he may cash out the compensatory day at the straight time rate.

3. The compensatory days specified in Sub-Paragraphs 1 & 2 above may only be utilized or cashed out after they have been earned. Said Holidays may be carried for a period of 365 days. Any Holiday which is not utilized or cashed out within 365 days will be lost by the Officer in question.

C. In the event that a holiday falls on a weekend, but the celebrated date specified by Federal, State, or Municipal law or proclamation is scheduled for a Friday or Monday, each Officer working on the actual holiday shall receive premium pay as specified in Paragraph B above. Each Officer working on the celebration day shall not be entitled to premium pay, but only to his regular pay.

D. Each Officer shall be entitled to three personal holidays. Personal holidays may be carried forward and accumulated in succeeding year. Personal holidays may be taken at any given time provided the Officer gives one hour notice prior to his scheduled shift to an Administrator (to be defined as a Lieutenant, Captain or the Chief). In the event of extenuating circumstances the one hour notice requirement may be waived. The Administrator may deny the use of the personal day if the squad has less than three regularly scheduled men working. In the event of a bonafide emergency every effort shall be made to permit the use of the personal time.

E. Whenever the Township Offices are closed because of a Special Federal, State or local holiday, or because of a special proclamation of the municipal body, all employees covered hereunder shall be paid for said holiday, time and one-half pay unless the employee is compensated for said holiday under Section A above.

ARTICLE XII

TERMINAL LEAVE WITH PAY

Upon retirement, each officer will be compensated for his accumulated sick leave in accordance with the provisions of Ordinance No. 558-86, a copy of which is annexed hereto and hereby made a part hereof.

ARTICLE XIII

SICK LEAVE

Sick leave shall be limited to fifteen (15) days per year and shall be cumulative for purposes of terminal leave.

A. If an officer has a minimum of three (3) years and suffers a major illness or injury, he may be eligible for up to one (1) year's sick leave with pay. However, the Township reserves the right to review the nature of the illness or injury for purposes of coming within this article.

B. An officer injured in the line of duty shall be eligible for one (1) year with pay and such time shall not be deducted from sick leave.

C. The Director of Public Safety and Police Chief shall have the authority to investigate any pattern of chronic illness which comes to their attention.

D. Minor injury - In the event an officer sustains a minor injury while on duty, an injury not requiring medical attention, such injury must be reported in writing within twenty-four (24) hours.

ARTICLE XIV

HEALTH INSURANCE

A. The Township shall provide Blue Cross, Blue Shield, Rider J and Major Medical Insurance for the employee and the employees family. The Township shall also provide a zero dollar (\$0) deductible dental plan for the employee and the employee's family.

B. The Township shall provide insurance coverage on employees in their personal vehicles when said vehicles are used in the scope of employment. No said vehicle shall be used for any patrol duties. If the employee agrees to use his own vehicle for transportation to and from Police Training Schools, the Township shall compensate an employee for the use of his personal vehicle at the rate of twenty cents (\$0.20) per mile.

C. The Township shall supply to all employees necessary legal advice and counsel in the defense of charges filed against them in performance of their duty or the defense of settlement claims for personal injury, false arrests, death or property damage arising out of or in the course of their employment, and the Township shall pay and satisfy all judgments against said employees from said claims.

D. The Township agrees to provide all employee Insurance Benefits as specified in Section A after retirement following 25 years of service, or at age 55 with 20 years of service, or if disabled in the performance of duties. In the event that it should become legal to do so, the Township will provide the benefits specified in Section A above after retirement following 20 years of service.

E. If an Officer is killed in the line of duty the Township shall continue to pay insurance coverage as provided hereunder for the Officer's spouse until her death or remarriage, whichever comes first, and for the Officer's children until each reaches his or her 18th birthday.

F. The Township shall offer each employee membership in the prescription plan presently in effect for all other Township employees.

ARTICLE XV
UNIFORMS

A. Uniforms including short sleeve shirts and shoes which are no longer useable shall be turned in to the Chief or Captain. Upon determination by the Chief or Captain that the uniforms and shoes can no longer be utilized, the officer will be provided with a replacement by the Department. All equipment and clothing shall be uniform.

B. The parties further agree that all Detectives and the Juvenile Officer shall receive a clothing allowance of \$500.00. This uniform allowance shall be paid on or before February 15th of each year in which this contract is in effect. Repairs to clothing damaged in the line of duty shall be replaced by the Township after inspection of same. Receipts for clothing purchased are to be delivered to the Chief no later than December 31. Each officer affected shall expend the entire allowance on plain clothes. Any money not expended by December 31 must be refunded to the Township on that date.

C. Rain gear, badges, ammunition and accident paraphernalia shall be included with the uniform and replaced in the same manner.

ARTICLE XVI

P.B.A.STATE MEETINGS

A. The Executive Delegate and or Local President of the PBA shall be granted leave from duty with full pay for all meetings of the P.B.A. State Association when such officers are scheduled to be on duty, providing the affected delegate gives reasonable notice to his Chief to secure another employee to work in his place, providing no overtime is paid to any employee to replace officer attending meetings.

B. If the Executive Delegate attends a State function outside the confines of Cape May County and is scheduled to work either the midnight shift prior to or the four to twelve shift after said function, he shall be excused from duty from said shift, provided that such exemption from duty shall occur not more than once during any calendar month.

ARTICLE XVII

TIME OFF

A. BEREAVEMENT LEAVE

1. Each employee shall be entitled to five (5) days bereavement leave in the event of the death of spouse, child, step-child, mother, father, brother or sister.

2. Each employee shall be entitled to three (3) days bereavement leave in the event of the death of step-mother, step-father, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law or sister-in-law.

3. Any Officer attending a funeral outside of the State of New Jersey who requires additional time off may utilize sick leave therefor.

4. Officers shall be granted time off without loss of pay on the day of the birth of his/her child as well as the day on which said child leaves a hospital or birthing center for home.

B. HOLIDAY AND VACATION LEAVE

1. No squad shall have more than one absent for vacation or holiday leave at any time. For good cause the Chief may, in his sole discretion, waive this prohibition. The Chief's determination with regard thereto shall not be arbitrable under Step 3 of the Grievance Procedure contained in Article XVIII hereof.

2. Between June 15 and September 15, no officer may take off in excess of one work week in consecutive time off. This requirement shall apply to vacation leave or holiday leave. The Chief may, in his sole discretion, waive the provisions of this paragraph. The determination of the Chief shall not be arbitrable under Step 3 of the Grievance Procedure as contained in Article XVIII of this agreement.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the P.B.A.

3. Any grievance may be raised by any officer or by the P.B.A.

4. Definition: A grievance is any dispute between the parties concerning the application or interpretation of this agreement or any complaint by any employee as to any action or non-action taken towards him which violates any right arising out of his employment. The Township shall not discipline any employee without just cause.

B. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved officer shall institute action under the provisions hereof by submitting his grievance in writing within twenty (20) calendar days from the date he knew or should have known of the occurrence to the Shop Steward or alternate, who in turn shall forthwith file one (1) copy with the Township Clerk and one (1) copy with the Chief of Police. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved officer and his immediate supervisor or the Chief of Police for the purpose of resolving the matter informally. Failure to file his grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the officer from any right to proceed further with the grievance.

(b) The Chief shall render a written decision within ten (10) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached with the Chief of Police, the officer or the PBA may appeal his grievance to the Director of Public Safety within five (5) working days following receipt by the officer of the written determination of the Chief. Such appeal shall be in writing signed by the aggrieved officer or the PBA and delivered to the Director.

(b) The Director of Public Safety shall render a written decision of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

Step Three:

In the event that the grievance has not been resolved at Step Two, the officer or the PBA may within five days following the PBA meeting next subsequent to receipt by him of the determination of the Director of Public Safety, but in no event later than thirty (30) days, submit the matter to the Public Employment Relations Commission for binding arbitration. In the event that the officer shall elect to submit the grievance for binding arbitration, the following provisions shall apply:

(a) An arbitrator shall be selected pursuant to the rules of a Public Employment Relations Commission.

(b) The arbitrator shall be bound by the parameters of the grievance definition state above.

(c) The decision of the arbitrator shall be final and binding upon the parties.

(d) The costs of the services of the arbitrator shall be borne equally by the Township and the P.B.A. The arbitrator shall set forth the findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other stature, the grievance procedure herein established by this agreement between the Township and the P.B.A. shall be utilized for any dispute covered by the terms of this agreement or affecting the employees covered hereunder.

Any steward or officers of the P.B.A. required in the grievance procedure to settle disputes or any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

EXTENSION AND MODIFICATIONS: Time extensions must be mutually agreed to by the Township and the employees. The time limits shall be tolled as to grievances which accrued prior to the day of the execution of this Agreement.

ARTICLE XIX

PROMOTIONAL STANDARDS

A. The Township shall cause Civil Service qualifying examinations to be conducted for the rank of Sergeant whenever a vacancy exists.

Patrolmen taking the examination for Sergeant shall be required to have been on the Middle Township Police Department no less than three (3) years prior to taking the examination.

Personnel in the rank of Sergeant, Lieutenant, or Captain shall be required to have been in their respective rank for a period of at least one year prior to taking the examination for the next higher rank.

B. The Township agrees to fill by promotion in accordance with Civil Service Rules and Regulations, from among the qualified employees in the contractual unit, all officer positions and excluding Chief and Deputy Chief set forth in the Table of Organization for the Department of Police for Middle Township in effect at the time of the execution of this agreement.

C. Promotion: The Township agrees to classify each senior officer of each squad unit as a corporal.

ARTICLE XX

PATROL CARS, MAINTENANCE & EQUIPMENT

A. Patrol Cars. The Township agrees to provide five (5) marked air conditioned patrol cars and two (2) unmarked cars. The Township shall provide the funds for the maintenance and washing of patrol cars. Each car listed above shall be supplied with an in-dash A.M. radio. Additionally, the Township agrees to mount streamlight-rechargeable SL-20 flashlights with DC chargers in every patrol car for use twenty-four (24) hours a day.

B. Unsafe Vehicle. Unsafe vehicles, as reported in writing by the Shift Commander, shall be examined by the Chief or his designee. They then shall be declared safe or unsafe. If unsafe the vehicle must be immediately repaired or removed from service.

C. Patrol Car Equipment. The Township agrees that all marked patrol cars shall be equipped with shotguns which shall be mounted in the front of each marked patrol car and kept loaded for immediate use, or kept in the trunk (personal preference in this), mounted spotlights 300,000 candle power, and night sticks. All present equipment in patrol cars shall continue. If a shotgun is misused or insufficiently cared for by an officer, then the shotgun may be removed from that officer and from the officer's vehicle at the discretion of the Fire Arms Training Instructor or the Chief of Police. The fire arm shall only be reassigned to that officer at the discretion of the Chief of Police.

1. The Township agrees to provide for each officer on duty with a two-way portable radio and an appropriate carrying case that attaches to the duty belt for use at all times.

D. ONE UNMARKED PATROL CAR. An unmarked patrol car shall be available for patrol use when a request is made by a Sergeant of the squad to a Lieutenant or higher rank or an assignment is made by a Lieutenant or higher rank. Said car shall be equipped with emergency lights, siren and present equipment in marked patrol cars.

ARTICLE XXI

VACATION

A. Annual vacation leave with pay for the first year shall be earned at the rate of one working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.

After the first year:

2-5 years	14 days
6-10 years	17 days
11-15 years	20 days
16-20 years	25 days
20 years and over	30 days

B. The same provisions outlined in Article XXIII, Paragraph B shall apply for the purpose of determining vacation benefits.

C. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only. Vacation allowance may be utilized at any time during the calendar year with prior approval, including summer.

ARTICLE XXII

BULLETIN BOARDS

A. The Township shall permit the use of Bulletin Boards, located in the Police Headquarters, by the local for the posting of notices concerning P.B.A. Local No. 59 business and activities.

B. All such notices shall be signed by the President or by other authorized officials of the Local.

ARTICLE XXIII

PROBATIONARY PERIOD

New employees shall serve a probationary period of one (1) calendar year. During said probationary period they shall be paid as if they were qualified first year patrolmen.

A. For the purposes of seniority and longevity, the original date of hire shall be used provided the employee has passed his Civil Service test at that time.

B. For purposes of longevity and salary grade, an employee hired prior to July 1st of any given calendar year is considered as having completed one full year of service on December 31st of that same calendar year.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

A. School: All members shall be compensated for attending school, sanctioned by the Director of Public Safety, at their regular straight time rate of pay. Opportunities to attend school shall be posted, and employees shall be chosen by ability and seniority. Employees attending school, in addition to all other compensation, shall be compensated for meals and lodging at present amounts. Whenever an employee covered herein attends a police related school or college course, the Township shall provide said employee with the necessary gas and oil for the employee's personal vehicle, or furnish the employee with a Township vehicle, in the sole discretion of the Township. School must first be approved by the Director of Public Safety.

B. The Township agrees to keep an up-to-date law library of the New Jersey Statutes as they relate to Police Department activities.

C. Days off are not to be changed when it involves overtime.

D. If the personal belongings of any Officer are damaged in the line of duty, the township will repair or, at the Township's sole option, replace same, provided that said personal belongings were not damaged because of the negligence of the Officer and provided further that it is reasonable that the said personal belongings should have been present at the scene of the damage.

ARTICLE XXV

WAGES

A. Salaries for all personnel covered by this Agreement shall be paid in accordance with the Salary Schedule annexed hereto and hereby made a part hereof.

B. The Salary Guide annexed hereto shall be interpreted to mean as follows:

1. Upon initial hire, each Officer shall receive a starting salary of \$17,500.00 unless he has already graduated from the Police Academy.

2. Upon graduation from the Police Academy, each Officer shall receive a salary increase to \$20,700.00 in 1989 and \$22,500 in 1990. Any Officer who has already graduated from the Police Academy on date of initial hire shall automatically be placed at the aforementioned Step.

3. Each Patrolman shall receive an incremental increase annually on the anniversary date of graduation from the Police Academy until he reaches maximum Patrolman's salary or is promoted to Detective or Sergeant.

4. For purposes of this contract, Patrolman Fritsch and Patrolman Loefflad shall be deemed to have graduated from the Police Academy on January 1, 1985. Patrolman DeVico shall be deemed to have graduated from the Police Academy on January 1, 1986. Patrolman Smedberg shall be deemed to have graduated from the Police Academy on January 1, 1987 and Patrolman Meese shall have been deemed to have graduated from the Police Academy on July 1, 1987.

C. All employees covered hereunder shall be entitled to longevity payments equal to two percent (2%) of each employee's individual base salary for every five (5) years of service to a maximum of ten percent (10%) at twenty-five (25) years, payable in accordance with Middle Township Ordinance No. 326-77.

ARTICLE XXVI

ACTING OUT OF TITLE

In the event an officer is assigned to act out of title, he shall be selected from an existing list of eligible men for the available position.

A. The parties agree, however, that if no existing list is current then such officer shall be selected from the rank next preceding the vacated position.

B. Once an officer is assigned out of title, and performs in that capacity for fifteen (15) consecutive days, he shall be compensated at the higher rate of pay, retroactive to the date when he commenced his assignment out of title.

C. The Township agrees that it will not consciously manipulate temporary assignments in order to circumvent the provisions of this paragraph.

D. Assignments of out of title work shall be rotated, distributing such assignments equitably among the qualified personnel on the following basis:

1. A roster of those eligible for higher rank assignments shall be maintained. A daily log will be kept, and shall be the responsibility of the personnel officer, indicating assignments or offers of assignments to higher ranked positions. Each calendar quarter it will be made available to the parties to this agreement to ascertain whether there has been an equitable distribution of assignments. Adjustments shall be made in the next calendar quarter by making more assignments to those who served or had the opportunity to serve the least number of days for the preceding quarter.

2. Police offered assignments out of their rank may refuse them, but such refusal will be charged as time spent in a higher rank for purposes of determining equitable distribution of assignments.

ARTICLE XXVII

COLLEGE CREDITS

The Township shall pay for college credits in police related courses at the rate of \$15.00 per college credit per year. The maximum amount of this benefit is not to exceed \$500.00 to any one employee in a calendar year.

A. In disputes, the Department Director will be the sole judge whether the college credit earned is "police related."

B. Bona fide transcripts of credits shall be submitted to the Township on a bi-yearly basis, the first weeks of March and September. Payments will be included in the employee's regular paycheck.

ARTICLE XXVIII

MANAGEMENT RIGHTS

Except as modified herein the Township of Middle on its own behalf and on the behalf of the electors of the Township, hereby retains and reserves onto itself, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including but not limited to the rights to carry out the mission of the Department in all circumstances. This clause shall not operate to waive or modify any rights which any party or employee may have under the laws of the State of New Jersey.

ARTICLE XXIX

COMMENDATION AND HONORABLE MENTION

The Township agrees that when, in its estimation, a police officer has performed an act of heroism or civic service worthy of commendation and/or honorable mention, said officer shall be granted written recognition of said commendable service, which shall be placed in his personnel file and shall additionally be awarded two (2) compensatory days in recognition of said service. When an officer has received an honorable mention commendation from the Township same shall be placed in writing and entered into his personnel file and he shall be awarded one (1) compensatory day in recognition of said service.

An awards committee of not more than three (3) officers shall be elected by majority vote of the Department and shall be responsible to recommend to the Township Chief of Police or the Director of Public Safety for their consideration for meritorious service by an individual officer or officers worthy of commendation or honorable mention.

ARTICLE XXX

POLICEMEN'S BILL OF RIGHTS

Section 1. Members of the force hold a unique status as Police Officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

Section 2. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (A) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty unless inappropriate.
- (B) The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations will be provided. If it is known that the member of the force is being interrogated as a witness only, he will be so informed at the initial contact.
- (C) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities means, telephone calls, and rest periods as are reasonably necessary.
- (D) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts.
- (E) If a member of the force is under arrest or likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(F) If a member, as a result of an investigation is being charged with a violation of the rules and regulations, he shall be afforded an opportunity to consult with counsel or P.B.A. representatives before any further interrogation.

Section 3. An employee may see his personnel file upon request with reasonable notice to the Chief of Police. If an employee wishes to answer or supplement any material found in his personnel file, he may do so and his written statement shall become part of the personnel file. The Chief of Police may disclose any Officer's file to any third party provided he receives written permission therefor from the said Officer.

Section 4. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Middle Township Police Department. Disciplinary charges must be brought within thirty days from the date of the alleged infraction or the discovery of such infraction. Failure to charge within thirty days shall act as a bar to the bringing of charges. No Police Officer will be subjected to questioning with the use of any polygraph machines, psychological stress evaluators or similar lie detector devised in internal investigations. In the case of a criminal investigation a Police Officer will have the right to be accompanied by counsel or any other person of the Police Officer's choosing during the entire interrogation of the member.

Section 5. Disciplinary action with the exception of verbal warnings are to be presented on a "Disciplinary Action Form" with a copy made available to the Police Officer.

Section 6. The Township will notify the Union Steward in writing of any discharge or suspension within (3) three days (excluding weekends and holidays) after the Police Officer is discharged or suspended.

Section 7. No hearing will take place without the Union Steward being first notified and the Police Officer must be given sufficient time to receive counsel, no less than five (5) days excluding weekends and holidays.

Section 8. The Police Officer will retain the right to appeal a written reprimand to the Director of Police. In all cases a Police Officer will be allowed to respond in writing for the record.

ARTICLE XXXI

DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the PBA. In addition pursuant to Assembly Bill #688, enacted into law on or about February 28, 1980, the Township agrees to deduct from the salaries of its employees subject to this Agreement but not members of the PBA a representation fee in lieu of dues for services rendered by the majority representative, in an amount equal to 85% of the regular membership dues, fees and assessments paid by members of the PBA less the cost of benefits financed through the dues and assessments and available to and benefitting only members of the PBA. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967, N.J.S.A. (R.S.52:14-15.9(e) as amended. Said monies together with records of any corrections shall be transmitted to the PBA Office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Township, written notice prior to the effective date of such change.

C. The PBA will provide the necessary "check-off authorization" form and deliver the signed forms to the Township Treasurer. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the PBA to the Township.

ARTICLE XXXII

TERM AND RENEWAL

This agreement shall be in full force and effect from January 1, 1989 and shall remain in effect up to and including December 31, 1990 without any reopening date. On the 15th day of September 1990, negotiations for the contract will commence. In the event a new contract is not agreed upon by December 31, 1990, the present contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in the Township of Middle, New Jersey, on this 1st day of December, 1988.

WILDWOOD LOCAL NO.59
POLICEMEN'S BENEVOLENT ASSOCIATION
OF NEW JERSEY

TOWNSHIP OF MIDDLE
COUNTY OF CAPE MAY
NEW JERSEY

BY: Harold W. Beck
Negotiations Committee Chairman

BY: Michael J. Voll
Michael J. Voll, Mayor

BY: [Signature]
Negotiations Committee Chairman

ATTEST:

BY: Steven [Signature]
Local P.B.A.#59 Representative

BY: Sharon Coco
Sharon Coco, Township Clerk

ATTEST:

Robert A. Hodges
Robert A. Hodges, Director
of Public Safety

BY: Robert [Signature]
Negotiations Committee Secretary

1989 SALARY GUIDE

Starting Salary	\$ 17,500.00
Upon graduation from the Police Academy	20,700.00
First Anniversary of graduation from the Police Academy	22,450.00
Second Anniversary of graduation from the Police Academy	24,200.00
Third Anniversary of graduation from the Police Academy	25,950.00
Fourth Anniversary of graduation from the Police Academy	27,700.00
Fifth Anniversary of graduation from the Police Academy	29,450.00
Sixth Anniversary of graduation from the Police Academy	31,200.00
Seventh Anniversary of graduation from the Police Academy (Maximum)	32,200.00
Detective	33,850.00
Sergeant	34,800.00

1990 SALARY GUIDE

Starting Salary	\$ 17,500.00
Upon graduation from the Police Academy	22,500.00
First Anniversary of graduation from the Police Academy	24,250.00
Second Anniversary of graduation from the Police Academy	26,000.00
Third Anniversary of graduation from the Police Academy	27,750.00
Fourth Anniversary of graduation from the Police Academy	29,500.00
Fifth Anniversary of graduation from the Police Academy	31,250.00
Sixth Anniversary of graduation from the Police Academy	33,000.00
Seventh Anniversary of graduation from the Police Academy (Maximum)	34,000.00
Detective	35,650.00
Sergeant	36,600.00