

X

A G R E E M E N T

between

CITY OF OCEAN CITY,
CAPE MAY COUNTY, NEW JERSEY

and

OCEAN CITY P.B.A. LOCAL 61
POLICEMEN'S BENEVOLENT ASSOCIATION OF NEW JERSEY

January 1, 1981 through December 31, 1983

X

LIBRARY
Institute of Management and
Labor Relations

OCT 5 1981

RUTGERS UNIVERSITY

NEEDED, THE CHIEF AND THE CAPTAIN SHALL BE REQUIRED TO OBTAIN PERMISSION FROM THE CITY MANAGER.

C. CONFERENCES AND MEETINGS:

1. THE CITY AGREES TO GRANT TIME OFF, INCLUDING TRAVEL TIME AND PAY ALL EXPENSES FOR THE CHIEF TO ATTEND THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE CONFERENCE AND THE NEW JERSEY STATE CHIEFS OF POLICE ASSOCIATION CONFERENCE. THE EXPENDITURE FOR THE ABOVE NAMED CONFERENCES SHALL NOT EXCEED THE AMOUNT BUDGETED FOR EACH OF THE RESPECTIVE CONFERENCES UNLESS EXPRESSLY PERMITTED BY THE CITY MANAGER. THE CAPTAIN SHALL ALSO BE PERMITTED TO ATTEND HIS ASSOCIATION MEETINGS WITH THE ABOVE STIPULATIONS.

2. THE CITY AGREES TO PAY THE CHIEF'S DUES IN THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE, THE NEW JERSEY STATE CHIEFS OF POLICE ASSOCIATION, THE SOUTH JERSEY CHIEFS OF POLICE ASSOCIATION, THE DELAWARE VALLEY PROFESSIONAL POLICE OFFICERS ASSOCIATION, AND CAPE MAY COUNTY CHIEFS ASSOCIATION. THE TOTAL SHALL NOT EXCEED THAT WHICH IS BUDGETED FOR THIS PURPOSE UNLESS EXPRESSLY PERMITTED BY THE CITY MANAGER. THE SAME STIPULATIONS SHALL APPLY TO THE CAPTAIN'S CONFERENCES AND MEETINGS, AND ASSOCIATIONS.

3. THE CITY AGREES TO GRANT TIME OFF AND PAY ALL EXPENSES INCURRED BY THE CHIEF AND THE CAPTAIN IN ATTENDING ANY MEETING OF THE ABOVE ASSOCIATIONS. THE TOTAL AMOUNT SHALL NOT EXCEED THAT WHICH IS BUDGETED FOR THIS PURPOSE UNLESS EXPRESSLY PERMITTED BY THE CITY MANAGER.

ARTICLE XV - S E P A R A B I L I T Y & S A V I N G S

A. IF ANY PROVISION OF THIS AGREEMENT OR ANY APPLICATION OF THIS AGREEMENT IS HELD TO BE INVALID BY OPERATION OF LAW OR BY A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION, SUCH PROVISION SHALL BE INOPERATIVE, BUT ALL OTHER PROVISIONS SHALL NOT BE AFFECTED THEREBY AND SHALL CONTINUE IN FULL FORCE AND EFFECT.

ARTICLE XVI - F U L L Y B A R G A I N E D P R O V I S I O N

A. 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

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	PREAMBLE	1
I	ASSOCIATION RECOGNITION	2
II	LEGAL REFERENCE	3
III	MANAGEMENT RIGHTS	4
IV	MAINTENANCE OF STANDARDS	5
V	THE ASSOCIATION REPRESENTATIVES AND MEMBERS	6
VI	THE RETENTION OF CIVIL RIGHTS	8
VII	POLICE BILL OF RIGHTS	9
VIII	RETIREMENT	12
IX	EXTRA CONTRACT AGREEMENT	13
X	LEAVE OF ABSENCE	14
XI	WORK WEEK, OVERTIME	15
XII	VACATIONS	17
XIII	HOLIDAYS	19
XIV	INJURY LEAVE	20
XV	SICK LEAVE	21
XVI	INSURANCE, HEALTH AND WELFARE	23
XVII	EXCHANGE OF DAYS OFF	25
XVIII	CLOTHING ALLOWANCE	26
SIX	TIME OFF	28
XX	MILITARY LEAVE	29
XXI	GRIEVANCE PROCEDURE	30
XXII	QUALIFICATIONS OF EMPLOYMENT	34
XXIII	COMMENDATIONS	35

TABLE OF CONTENTS - CONTINUED

<u>Article</u>		<u>Page</u>
XXIV	PATROL CARS AND EQUIPMENT	36
XXV	WAGES	37
XXVI	LONGEVITY	42
XXVII	PROBATIONARY PERIOD	43
XXVIII	COURT OR AGENCY APPEARANCES	44
XXIX	MANPOWER	45
XXX	SCHOOLING	46
XXXI	MISCELLANEOUS	49
XXXII	RULES AND REGULATIONS	50
XXXIII	DUES CHECKOFF AND REPRESENTATIVE FEE	51
XXXIV	SEPARABILITY AND SAVINGS	55
XXXV	DURATION	56

PREAMBLE

THIS AGREEMENT entered into this 20th day
of MARCH 1981, by and between the CITY
OF OCEAN CITY, in the County of Cape May, a Municipal
Corporation of the State of New Jersey, hereinafter called
the "City", and LOCAL 61, POLICEMEN'S BENEVOLENT ASSOCIATION
OF NEW JERSEY (P.B.A.), hereinafter called the "Association",
represents the complete and final understanding on all
bargainable issues between the City and the Association.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding
and in order that a harmonious relationship may exist between
the City and the P. B. A. to the end that continuous and
efficient service will be rendered to and by both parties,
for the benefit of both:

NOW, THEREFORE, IT IS AGREED, as follows:

ARTICLE I

ASSOCIATION RECOGNITION

A. The City hereby recognizes the Ocean City P.B.A. Local #61, Policemen's Benevolent Association of New Jersey, as the sole and exclusive collective negotiating agent and representative for all full-time police officers employed in the Police Division of Ocean City, New Jersey, but excluding the Police Chief, craft and clerical employees of said Division, and all other City employees.

B. The title "policeman" or "police officer" shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to plain clothes.

ARTICLE II

LEGAL REFERENCE

A. 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.

B. The provisions of this Agreement shall be subject to and subordinate to State law, but nothing contained herein shall be deemed to subordinate this contract to local ordinances.

ARTICLE III

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the New Jersey and of the United States and ordinances of the City of Ocean City.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state or county law.

ARTICLE IV

MAINTENANCE OF STANDARDS

A. All conditions of employment relating to wages, hours or work and general working conditions presently in effect for police officers shall be maintained at not less than the standards now in effect and the conditions shall be improved wherever specific conditions for improvement are made in this Agreement.

ARTICLE V

THE ASSOCIATION REPRESENTATIVES AND MEMBERS

A. The City of Ocean City recognizes that Local #61, Policemen's Benevolent Association, is an official delegate to the State Policemen's Benevolent Associations, and as such must attend, in the interest of both the City and the Association, various meetings and functions of the State Organization. Said delegate shall be permitted no more than fifteen (15) days per year with pay for attendance at official functions of the State P.B.A., the purpose of same being to foster the purposes and intent of this Agreement and to improve all aspects of police activities. Additional days may be applied for and may be granted at the discretion of the Chief.

B. Upon prior notification to the Chief of Police, or his designee, authorized representatives of the P.B.A. shall be permitted to visit Police Headquarters or the Office of the Chief of Police, City Administrator, or the Personnel Director, for the purpose of investigating alleged violations of this Agreement. This right shall be exercised reasonably, and said representatives shall not interfere with the normal operations of the Police Division.

C. During negotiations, the Association representatives 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. Such excused individuals, however, shall be available for duty in the event that the need arises.

Article V - The Association Representatives
and Members continued:

D. The City agrees to grant time off for Conventions pursuant to N.J.S.A. 11:26C - 4.

ARTICLE VI

THE RETENTION OF CIVIL RIGHTS

A. Members shall retain all civil rights under the New Jersey State Law and Federal Law.

ARTICLE VII

POLICE BILL OF RIGHTS

A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Division and its members involve them in all manner of contracts 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 ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. 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 should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact. But, if the member is the subject of a disciplinary investigation which may result in suspension or discharge, he shall have the opportunity to obtain representation by the P.B.A. before any questioning occurs.

2. The questioning shall be reasonable in length. Reasonable respite shall be allowed. Time shall also be provided

Article VII - Police Bill of Rights

continued:

for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

3. The interview of the member shall not be recorded unless mutually agreed.

4. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be immediately warned of all of his constitutional rights pursuant to the Constitution of the United States and of the State of New Jersey and be immediately permitted to consult with counsel of his own choosing prior to any questioning taking place. Reimbursement of counsel cost, if any, will be in accordance with New Jersey Statutes.

5. Members covered herein shall only be disciplined for just cause. The member shall be apprised in writing of the reason or reasons for such discipline.

6. A member who is the subject of a disciplinary investigation may not be required to prepare reports which deal with the subject matter of that investigation until after he has had reasonable opportunity to consult with his own attorney.

7. Members shall not be suspended or suffer any loss in benefits until after said member has had a disciplinary hearing and has been found guilty, except in cases of a severe nature, when the Chief deems the suspension of the member an immediate necessity for the safety of the public or the welfare

Article VII - Police Bill of Rights

continued:

of the Division. The Chief shall immediately submit a report explaining such action to the City Administration and a copy of said report shall be made available to the member upon submission to the City Administration.

8. Disciplinary actions shall be commenced within sixty (60) days of the occurrence which is the basis for said action. Any material recorded in the personnel file of said officer shall be admissible even though recorded earlier than one (1) year.

9. All police officers shall have access to their individual personnel file upon reasonable notice to the Chief of Police, or his designee. No separate personnel file shall be established which is not available for an officers inspection.

ARTICLE VIII

RETIREMENT

A. Police officers shall have all pension rights available under current or future New Jersey Law.

ARTICLE IX

EXTRA CONTRACT AGREEMENT

A. The City agrees not to enter into any other agreements or contracts with Association members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE X

LEAVE OF ABSENCE

A. Leaves of absence may be granted by the City for emergency situations by the City Administration.

ARTICLE XI

WORK WEEK, OVERTIME

A. The normal work week shall consist of an average of forty-two (42) hours per week on a yearly basis.

B. All members covered by this agreement shall, in addition to their base salary, be paid one and one-half (1½) times their straight hourly rate of pay, including longevity, in accordance with their rank for all overtime worked, exclusive of court time, and shall be paid in accordance with the present method of compensation. Said overtime payments shall be provided from the City's annual, budgeted overtime fund and shall be equitably distributed. When this fund is exhausted, overtime shall be taken as compensatory time at one and one-half (1½) times the number of hours worked.

C. Overtime shall be compensated, unless otherwise provided, at the present rate and method of compensation, on the following basis:

- | | |
|---|--------------------------|
| 1. 0 - 15 minutes | no compensation |
| 2. 16 - 30 minutes | .5 hours of compensation |
| 3. 31 - 60 minutes | 1.0 hours compensation |
| 4. Thereafter, all overtime will be administered in .5 hour segments. | |

D. If a member is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at the present rate and method of compensation.

E. If a member is recalled to duty, he shall receive a

Article XI - Work Week, Overtime

continued: _____

minimum of two (2) hours at the present rate and method of compensation.

F. All police personnel on emergency call must report back within thirty (30) minutes after notification is received by such personnel. A written report may be requested of any police officer by the Chief of Police, or his designee, if said police officer fails to report back on emergency call within thirty (30) minutes whether or not personally notified.

G. To the extent feasible and in conformity with divisional requirements, overtime assignments should be distributed as fairly and equitable as possible.

SIDE BAR AGREEMENT

1. The City of Ocean City agrees that it will adequately fund the overtime account for the years 1981, 1982, and 1983.
2. In the event that Ocean City does not hire temporary summer police officers, the money budgeted for these employees will be placed in the regular overtime account and will be available for overtime compensation to regular, full-time police officers, if they work overtime hours.

CITY OF OCEAN CITY

P.B.A. LOCAL #61

Date: _____

VACATIONS

A. Annual vacations shall be granted as follows:

1. From date of hire to the end of the first year - - one (1) working day for every month worked.

2. Second (2nd) year through fifth (5th) year - twelve (12) working days.

3. Sixth (6th) year through tenth (10th) year - eighteen (18) working days.

4. Eleventh (11th) year through fifteenth (15th) year - - twenty-two (22) working days.

5. Sixteenth (16th) year through twentieth (20th) year - - twenty-seven working days.

6. Twenty-first (21st) year to date of retirement - - thirty (30) working days.

B. Two (2) members on the same squad shall be permitted to take vacation leave at the same time subject to approval by the Chief. Vacations shall only be available at any time from Labor Day to June 30th.

C. If a member is not able to take his vacation or any part thereof during a calendar year because of the pressure of municipal business, and the needs of the Division, such vacation period not granted shall accumulate and shall be granted during the next succeeding calendar year. Otherwise, vacations shall not accumulate beyond the calendar year.

D. If a member becomes sufficiently ill so as to require impatient hospitalization while he is on vacation, he may charge

Article XII - Vacations

Continued:

such period of illness and post-hospital recuperation against sick leave at his option. Said member must submit proof of hospitalization and physician's certificate certifying as to the need for post-hospital recuperation.

E. Members shall not be recalled on their vacation days, except in emergencies.

F. At the sole discretion of the Chief of Police, vacation days may be split into no more than two (2) time segments per calendar year. The initial choice of the time of the year when vacations are to be taken by various members, subject to the approval of the Chief, shall be determined on the seniority basis amongst the ranks, and within each rank, dependent on the number of years of continuous divisional service. Those members electing to split their vacations, shall choose the first segment of their vacation in accordance with the above stated criteria. The second segment of vacation time shall be chosen, with the approval of the Chief, after all members have made their initial vacation choices.

ARTICLE XIV

INJURY LEAVE

A. If a member is incapacitated and unable to work because of a job-related injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as mutually certified by the member's own doctor and the City's doctor. These wages are to be offset by the amount of workmen's compensation wage payments pursuant to Chapter XV, of Title 34, of the Revised Statutes of the State of New Jersey.

ARTICLE XV

SICK LEAVE

A. Sick leave shall continue as presently in effect, except for the following:

B. During the first year of employment only, police officers shall be entitled to and accrue one and one-quarter (1¼) sick days per month. Thereafter, sick leave shall be added each year as of January 1st at the rate of fifteen (15) days per year per police officer, and shall be accumulative.

C. The City may require proof of illness of an employee on sick leave, after the seventh instance or on the third consecutive day off, whenever such a requirement appears reasonable and warranted under the circumstances to prevent a continued pattern of abuse of said provision by an employee.

D. If a member retires without using his accumulated sick leave, he shall be compensated at the current straight time rate of pay for said terminal leave. The maximum accumulated terminal leave days for which the member shall be entitled to receive compensation shall be two hundred sixty (260) days, and the maximum amount of compensation shall not exceed Twenty-two thousand Five hundred (\$22,500.00). This section shall not be interpreted to place a maximum of amount of days that a member shall be able to accumulate during his active employment. If a police officer uses his accumulated terminal leave prior to retirement, he shall be subject to the limits on terminal leave as follows. While a police officer is using his accumulated terminal leave prior to retirement, he will not be entitled to additional terminal leave, holidays or vacation days for that

Article XV - Sick Leave

Continued: _____

period of time, nor shall he be entitled to any increase in his annual salary. It shall be paid every two weeks.

ARTICLE XVI

INSURANCE, HEALTH AND WELFARE

A. The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees, office visits, and all other benefits which are currently included in the health benefit program, at the date of this agreement, for the member and his family.

B. The City shall continue to provide Dental Insurance for the individual member and family, at the level of benefits in effect at the date of this agreement.

1. During the life of this contract, any increase in the dental insurance premium above the current premium, shall be borne by the City.

C. Effective January 1, 1983, the City shall provide, at its cost a prescription drug plan (\$1.00 co-pay) for the individual member and his family.

D. The City shall defend and indemnify all division personnel from any and all suits or actions arising out of or pertaining to work-related incidents or from the performance of any functions as law enforcement officers of the State of New Jersey.

E. The City shall provide legal advice and counsel to each member pursuant to present State Statutes (particularly N.J.S.A. 40 A:14-155) and whenever a member or counsel of his choice on his behalf shall request reimbursement or repayment of reasonable legal fees as required under the foregoing Statute, the City shall promptly decide upon such request.

F. The City shall continue to provide a \$10,000.00 life insurance policy on the life of each member with the member to

Article XVI - Insurance, Health and Welfare

Continued:

designate the beneficiary thereof. Upon separation of service the member, at his option and cost, may convert said life insurance policy on an individual basis.

G. If the City desires to change any of the present plans or carriers, the benefits in any new plan shall be the same or better than the plan presently in effect. The City shall notify the Policemen's Benevolent Association Local #61, three months in advance or as soon as possible.

ARTICLE XVII

EXCHANGE OF DAYS OFF

A. The Chief or Captain shall grant any reasonable request of any member of the Division to exchange hours, tours of duty or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all members who make this request.

ARTICLE XVIII

CLOTHING ALLOWANCE

A. Effective January 1, 1981, the City shall provide a \$365.00 clothing allowance given annually to members; \$180.00 to be paid on May 15th and \$185.00 to be paid on September 15th.

B. Effective January 1, 1982, the City shall provide a \$400.00 clothing allowance given annually to members; \$200.00 to be paid on May 15th and \$200.00 to be paid on September 15th.

C. Effective January 1, 1983, the City shall provide a \$400.00 clothing allowance given annually to members; \$200.00 to be paid on May 15th and \$200.00 to be paid on September 15th.

D. All uniforms damaged in the line of duty shall be replaced by the City, after inspection by the Chief or his designee.

E. All personal items that are damaged, destroyed, or lost in the line of duty, which are not covered by insurance, shall be replaced by the City, after inspection and certification by the Chief or his designee. The City's liability shall not be more than \$300.00 per incident.

F. The code of dress shall be at the Chief's discretion; however, members shall be permitted to remove uniform hats while in Headquarters and radio cars. In addition, members shall have the option to wear short sleeve shirts with open neck during the summer season (no tie). The blouse shall be worn only on parade details or special events. The wearing of the blouse shall not be required when the temperature is over 60°.

G. The City shall provide at its own cost and expense, a complete initial uniform for newly-employed members

Article XVIII - Clothing Allowance

Continued:

H. In the event that the City originates any change in the present uniform or any part thereof, or requires as a result of promotion, a new uniform, then the cost due each member, as a result of that change, shall be borne by the City, and shall not be considered as part of the yearly clothing allowance.

ARTICLE XIX

TIME OFF

A. Members shall be granted time off without deduction from pay or time owed for the following request:

1. Death in the immediate family, from the date of death to and including the date of funeral, with a maximum of seven (7) days in the event of travel, number of days to be determined by the Chief.

2. Serious illness (including childbirth) in the immediate family residing with the police officer - no more than three (3) working days. Serious illness shall be any instance in which such member of the immediate family is either hospitalized or incapacitated while at home.

3. Immediate family shall consist of wife, child, step-child, mother, father, brother, sister, step-mother, step-father, guardian, mother-in-law, father-in-law, grandchildren, grandparents, sister-in-law, and brother-in-law.

4. Any time granted off under this Article shall not be deducted from any other time or benefits owed to the police officer.

B. In addition to the above, time off may be granted at the sole discretion of the Chief of Police for exceptional circumstances.

ARTICLE XX
MILITARY LEAVE

A. Military leave shall be granted pursuant to State and Federal Statutes and Regulations.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate members of the division.

C. The term "grievance" as used herein, means any controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement, and any controversy arising out of policies and administrative decisions affecting the terms and conditions of employment. A "grievance" may be raised by an individual, the association on behalf of the individual, or a group of individuals, or the city.

D. 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:

The aggrieved or the Association shall institute action under the provisions hereof within sixty (60) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor or Police Chief for the purpose of resolving the matter informally. Failure to act within said sixty (60) calendar days shall be

Article XXI - Grievance Procedure

continued:

deemed to constitute an abandonment of the grievance.

Step Two:

If no agreement can be reached orally within five (5) calendar days of the initial discussion with his supervisor, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Police Chief, or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Police Chief or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

Step three:

If the Association wishes to appeal the decision of the Police Chief, such appeal shall be presented in writing to the City Administration's designated representative within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The City Administration's designated representative shall respond in writing, to the grievance within twenty (20) calendar days of the submission.

Step Four:

If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the American Arbitration Association. The costs for the

Article XXI - Grievance Procedure

continued:

services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. The designated Association representatives shall be permitted as members of the grievance committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without the loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Ocean City Police Division or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to

Article XXI - Grievance Procedure

continued:

have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

H. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the City Administration's designated representative on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE XXII

QUALIFICATIONS OF EMPLOYMENT

A. All standards presently in effect for entrance to the position of Patrolman shall be maintained at not less than the present standards, unless otherwise required by New Jersey or Federal Law.

B. The City further agrees that it will not require Association members to perform on a regular basis, duties other than that ordinarily required of a law enforcement officer in the State of New Jersey.

ARTICLE XXIII

COMMENDATIONS

A. Two (2) days compensatory time off shall be granted to a police officer who has received a commendation from the Mayor of the City.

ARTICLE XXIV

PATROL CARS AND EQUIPMENT

A. Patrol cars shall contain AM radios, heaters, air conditioning and all marked units shall be equipped with permanently mounted spot lights that can be aimed. The units shall also contain all lighting and emergency equipment presently installed on patrol cars and shall also contain two (2) helmets, shot guns, cages and head rests. Whenever possible, consistent with the management of the Division, one (1) portable police radio shall be available to each member on patrol or on duty outside of the confines of the Divisional buildings.

ARTICLE XXV

WAGES

A. Effective January 1, 1981, the salary for all members shall be as follows:

<u>PATROLMAN</u>	<u>AMOUNT</u>
1st year	14,354.00
2nd year	15,216.00
3rd year	16,587.00
4th year	19,761.00
<u>SERGEANTS</u>	<u>AMOUNT</u>
1st year	20,468.00
2nd year	20,821.00
3rd year	21,527.00
<u>LIEUTENANTS</u>	<u>AMOUNT</u>
1st year	22,057.00
2nd year	22,410.00
3rd year	22,762.00
<u>CAPTAINS</u>	<u>AMOUNT</u>
1st year	23,115.00
2nd year	23,645.00
3rd year	24,636.00

Article XXV - Wages

continued:

B. Effective January 1, 1982, the salary for all members shall be as follows:

<u>PATROLMAN</u>	<u>AMOUNT</u>
1st year	15,646.00
2nd year	16,585.00
3rd year	18,079.00
4th year	21,540.00
<u>SERGEANTS</u>	<u>AMOUNT</u>
1st year	22,310.00
2nd year	22,695.00
3rd year	23,465.00
<u>LIEUTENANTS</u>	<u>AMOUNT</u>
1st year	24,042.00
2nd year	24,426.00
3rd year	24,811.00
<u>CAPTAINS</u>	<u>AMOUNT</u>
1st year	25,196.00
2nd year	25,773.00
3rd year	26,853.00

Article XXV - Wages

continued:

C. Effective January 1, 1983, the salary for all members shall be as follows:

<u>PATROLMAN</u>	<u>AMOUNT</u>
1st year	17,055.00
2nd year	18,078.00
3rd year	19,707.00
4th year	23,479.00
<u>SERGEANTS</u>	<u>AMOUNT</u>
1st year	24,318.00
2nd year	24,738.00
3rd year	25,577.00
<u>LIEUTENANTS</u>	<u>AMOUNT</u>
1st year	26,205.00
2nd year	26,625.00
3rd year	27,344.00
<u>CAPTAINS</u>	<u>AMOUNT</u>
1st year	27,463.00
2nd year	28,092.00
3rd year	29,270.00

Article XXV - Wages

continued:

D. In the event a member is officially designated to work out of title, he shall be paid at the rate of pay for the higher title provided the vacancy was not caused by vacations. In order to be entitled to this higher compensation, the member must work in the higher title for thirty (30) consecutive work days and then he shall receive the additional compensation retroactive to the first day of work in the higher title.

E. In computing any salary for a given member during the duration of this contract and any extensions thereto, the City shall first add to the base pay of that year the percentage increase provided by this agreement, and then add to that figure the applicable longevity increase percentage, pursuant to Article XXVI - Longevity. Such computations for longevity must be made as promptly as possible and shall be retroactive to January 1 of that year.

F. Effective January 1, 1981, increments will be tied to merit for new employees or those promoted after their January 1, 1981 as per the following:

"The parties agree that the present employees eligible for increments as of 12/31/80, will continue to automatically progress towards maximum, in classification, based on years service in the Division. For those who are new employees hired after January 1, 1981, or promoted after January 1, 1981, increments will be based on a merit and performance system established by the parties, in conformance with Civil Service rules and

Article XXV - Wages

continued:

regulations. It is understood that in case this section is found to be illegal and in non-compliance with Civil Service Rules and regulations, on this matter, negotiations shall commence between the parties to the extent allowed by law to conform the contractual provisions herein, to the Civil Service rules and regulations."

ARTICLE XXVI

LONGEVITY

A. All members shall receive longevity pay which shall be computed at the rate of two (2%) percent of the member's base pay for every five (5) years of service with a maximum of ten (10%) percent.

B. All police officers appointed from January 1st through June 30th shall receive the longevity retroactive to January 1st of the year appointed. All members appointed from July 1st through December 31st shall receive their longevity pay which shall be computed from the January 1st next following the date of their appointment.

ARTICLE XXVII

PROBATIONARY PERIOD

A. New members shall serve a probationary period of twelve (12) months. During said probationary period, they shall be paid as if they were qualified first-step Patrolmen. For purposes of seniority and longevity, the original date of hire should be used.

ARTICLE XXVIII
COURT OR AGENCY APPEARANCES

A. If a member is required to appear in Municipal Court, he shall be guaranteed two (2) hours of straight time pay. If he should be required to remain in Court beyond two (2) hours he shall be paid time and one-half (1½) for all time worked beyond the first two (2) hours.

B. If a member is required to appear in any Court or agency hearing, other than Municipal Court, he shall receive a flat Thirty-five (\$35.00) Dollars for all hours worked up to a maximum of four (4) hours. Should he be required to remain beyond four (4) hours, he shall receive a flat Fifty (\$50.00) Dollars payment.

C. If a member is working his normal duty and is required to appear in any Court or agency as above, he will only receive his normal pay. If, however, he is required to remain beyond his normal duty hours, or is required to report in advance of said duty hours, the provisions of paragraph A. applies.

D. Pursuant to any rule or regulation of the Division, or to any reasonable directive of the Chief of Police, the officer shall either wear his uniform, if applicable, or appropriate plain clothes attire.

ARTICLE XXIX

MANPOWER

A. The City agrees to maintain two-man patrols at all times whenever possible.

B. All vacancies in rank will be filled as soon as possible.

C. The City will make every effort to increase the regular force so as to eliminate the need for summer, temporary Officers.

ARTICLE XXX

SCHOOLING

A. The City shall pay for full tuition including all books and credits for police-related courses when authorized in advance by the Chief of Police and the Director of Personnel of the City.

B. In addition to his salary, each member shall receive an additional Twenty-five (\$25.00) Dollars per year for each police-related college credit acquired. Upon entry into service on the Ocean City Police Division, all college credits previously earned by members of this Division may be submitted for review to the Chief of Police or Director of Personnel or their designee, to determine whether said credits qualify for payment under this Section. No credits earned through any correspondence course or in Basic Training at Sea Girt qualify for payment under this Section.

1. When a member earns a two-year degree in any police science curriculum, he shall receive an increase in his salary of \$1,200.00.

2. When a member earns a four-year degree in any police science curriculum, he shall receive an increase in his salary of \$1,600.00.

3. The maximum amount of compensation a member may receive for college credits which are accumulative as set forth above, without having received a two-year or a four-year degree, shall be \$900.00.

C. All courses to be submitted for approval by a member must be turned in prior to January 15th and July 15th of each

Article XXX - Schooling

continued:

year for payment of said credits.

D. The monetary amount of payment acquired by a member through this Section shall be paid to the member in equal amounts on the regular pay days of the Division, within a reasonable time after said courses have been submitted for approval.

E. Credits eligible for payment under this Section shall include all courses that are required for a Criminal Justice and/or Law Enforcement Program, and these courses shall include all police-related courses required to obtain a degree under said Program at any college. The program and the courses required thereof shall be eligible for payment under this Section and this payment is to include full tuition, all books and credits.

F. Members shall submit a copy of an official transcript from their respective college to the Chief of Police and the P.B.A. representative in order to take advantage of this Section.

G. Opportunity to attend schools shall not be arbitrarily, capriciously or discriminatcrily denied.

H. The Division will establish and maintain a regular program of in-service training courses for the benefit of all members.

I. The City shall reimburse all members for meals, gasoline and tolls while attending police schools, Courts or Administrative Agencies, but not for Ocean City Municipal Court. The amount of reimbursement of meals shall be \$5.00 for lunch and \$8.00 for dinner.

Article XXX - Schooling

continued:

J. In the event a member is not able to use a City vehicle to attend a police school or Court, he shall be compensated as follows:

1. Effective January 1, 1981, Twenty (20) Cents per mile plus tolls;
2. Effective January 1, 1982 Twenty-one (21) Cents per mile, plus tolls;
3. Effective January 1, 1983, Twenty-two (22) Cents per mile, plus tolls.

K. When the Chief receives notice of availability of police training schools, the Chief shall post a notice advising all members of the availability of said schools or seminars.

ARTICLE XXXI

MISCELLANEOUS

A. The midnight to 8:00 AM squad and the 4:00 PM to midnight squad shall be paid at midnight on pay day.

B. At the request of the P.B.A., there shall be meetings between the Administrator, Director of Personnel, and the Chief of Police, and the P.B.A. committee.

C. Employees under this Agreement shall give reasonable notice to the Chief of Police of any outside business or employment by said employees.

D. Members shall receive a forty-five (45) minute meal period for each shift and two (2) fifteen (15) minute coffee breaks for each shift. Police officers shall, however, be subject to duty.

E. The City shall permit the P.B.A. to supply a soda machine in Police Headquarters with profits going to the P.B.A.

F. The City shall supply a locker for each member for his own use.

G. Service revolvers shall, if defective, be promptly replaced by the City.

H. The City agrees to provide One Hundred (\$100.00) Dollars annually towards the maintenance of a Law Library. The City further agrees to consult with the Association on the location of the Law Library.

ARTICLE XXXII

RULES AND REGULATIONS

A. The City agrees that it will not establish new work rules or regulations or modify or amend existing work rules or regulations, or modify or amend existing work rules or regulations governing wages, hours, or working conditions without prior consultation with the Association.

ARTICLE XXXIII

DUES CHECKOFF AND REPRESENTATION FEE

A. Dues Checkoff

1. The City agrees, in accordance with the States Statutes, upon receipt of signed authorization cards from the employees, what to deduct from the employee's wages, the annual dues, as prescribed by the Local #61, in equal installments, bi-weekly, and to forward said amount to the Financial Secretary of the P.B.A. Local #61 on the tenth day after the second pay-period of each month.

B. Representation Fee

1. Purpose of fee: If a full-time police officer does not become a member of the Association during any membership year which is covered in whole or in part by this agreement, said officer will be required to pay Representation Fee to the Association, for that membership year. The purpose of this fee will be to offset the employee's percapita cost of service, rendered by the association as majority representative.

2. Amount of fee notification: Prior to the beginning of each membership year, the Association will notify the City in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the association according to the law.

Article XXXIII

Dues Checkoff and Representatation Fee

continued:

3. Amount of Fee; Legal Maximum: In order to adequately offset the percapita cost of services rendered by the Association as majority representative, and representation fee should be equal in amount to the regular membership dues, initiation fees, and assessments, charged by the Association to its own members, and the representation fee may be set up to eighty-five percent (85%) of that amount as the maximum amount currently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase is to be become effective as of the beginning of the Association membership year, immediately following the effective date of the change.

4. Deduction and transmission of fee:

a. Notification: Once during each year, covered in whole or in part by this agreement, the Association will submit to the City, a list of those employees who have not become members of the Association for the then current membership year. The City will deduct from the salaries of such employees, in accordance with paragraph (b.) below, the full amount of the representation fee and promptly will transmit the amounts so deducted to the Association.

b. Payroll deduction schedule: The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list

Article XXXIII

Dues Checkoff and Representation Fee

continued:

during the remainder of the membership year in question.

The deduction will begin with the first paycheck paid;

1. Ten (10) days after receipt of the aforementioned list by the City; or

2. Thirty (30) days after the full-time public officer begins his or her employment in a bargaining unit position, unless the employee previously served within a bargaining unit position and continued in the employ of the City in a non-bargaining position or was on layoff in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employees employment in a bargaining unit position, whichever is later.

C. Termination of employment: If a full-time police officer who is required to pay a representation fee, terminates his or her employment with the City before the Association has received the full amount of the representation fee to which it is entitled under this article, the City will deduct the unpaid portion of the fee from the last pay check paid to said employee during membership year in question.

D. Mechanics: Except as otherwise provided in this article the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

Article XXXIII

Dues Checkoff and Representation Fee

continued:

E. Changes: The Association will notify the City in writing of any changes in the list provided for in paragraph two above and or the amount of Representation Fee, and such change will be reflected in any deductions made more than ten (10) days after the City receives said notice.

F. New employees: On or about the last day of each month, beginning with the month this agreement becomes effective, the City will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty day period. The list will include names, job titles, and dates of employment for all such employees.

G. P.B.A. Local #61 hereby agrees to indemnify, defend and save harmless, the City of Ocean City, New Jersey, of any claim, suit, or action of any nature whatsoever, which may be brought at law or in equity or before any administrative agency, with regard to, or arising from the deduction from salaries of any police officer for payment of a Representation Fee, under the provisions of this Article.

ARTICLE XXXIV

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members, is held to be invalid by operation of law by any Court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXXV

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1981, and shall remain in effect to and including December 31, 1983, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement. Any Agreement so negotiated shall apply to all police officers, be reduced to writing, and be signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Ocean City, New Jersey, on this 20th day of MARCH 1981.

FOR THE CITY

Chester W. Wimbey
Robert J. Huber
Donald E. ...

FOR THE ASSOCIATION

Stephen P. ...
Jonathan S. ...
George S. ...
Frank ...

Date: 3/21/81