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# AGREEMENT

BETWEEN

CITY OF EAST ORANGE, NEW JERSEY

and

EAST ORANGE  
SUPERIOR OFFICER'S ASSOCIATION,  
LOCAL NO. 16

JULY 1, 1993 - JUNE 30, 1996

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PREAMBLE

**AGREEMENT** entered into as of the First day of July, 1993, between the CITY OF EAST ORANGE, MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, hereinafter referred to as the "City" or the "Employer," and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 16, hereinafter referred to as the "Association" or the "P.B.A.," for the purposes of promoting and maintaining harmony and a mutual understanding between the Employer and such of its employees who are within the provisions of this Agreement.

**WHEREAS**, the Parties have affixed their respective seals upon this document and have voluntarily entered into this Agreement;

**THEREFORE**, the terms and conditions have been set forth and agreed upon as follows:

ARTICLE I  
RECOGNITION

1. The City hereby recognizes the Association as the sole and exclusive majority representative for collective negotiations concerning salaries and other terms and conditions of employment for all police superiors of the ranks of Sergeants, Lieutenants, and Captains, but excluding all rank and file police officers, Deputy Chief[s], and the Chief of Police.

## ARTICLE II

### ASSOCIATION SECURITY

1. The City and the Association hereby agree that every police officer shall have the right freely to join and support the P.B.A. and its affiliates, or refuse to do so, for the purpose of engaging in collective negotiations. The City and the Association agree that neither shall directly or indirectly discourage, deprive, or coerce any police officer in the enjoyment of any rights, privileges, or benefits conferred upon police officers by *N.J.S.A. 34:13A-1 et seq.*

2. One (1) Superior Officer designated by the Association shall be granted reasonable leave from duty with pay whenever necessary for the performance of the duties of their respective offices, provided such leave does not interfere with the efficient operation of the Department. Request for such leave shall be made to the Chief or his designee at least forty-eight (48) hours in advance, and the employee shall have a response at least twenty-four (24) hours before the leave time requested. Any request for a Monday leave must be made before noon on the preceding Friday, and the employee shall have a response by noon on Saturday.

3. One (1) Superior Officer duly appointed and elected by the Association as a delegate or alternate delegate shall be granted leave from duty with pay to attend the Annual State P.B.A. Convention in accordance with *N.J.S.A. 11:26C-4* upon prior application therefor in writing in accordance with the rules and regulations of the Department. Such leave shall not exceed five (5) calendar days for attendance at and travel to the said Annual State P.B.A. Convention.

4. Two (2) Superior Officers designated by the Association shall be granted leave from duty with pay for all meetings between the City and the Association for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Wherever practicable, such meetings shall be scheduled to be held during non-working time of the members of the Association Negotiating Committee.

5. The Association may designate one (1) Superior Officer to be one of the three (3) members of the P.B.A. Grievance Committee and he/she shall be granted leave from duty with pay for all meetings between the City and the Association for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. Wherever practicable, such meetings shall be scheduled to be held during non-working time of the members of the Association Grievance Committee.

2. It is expressly understood that all leaves are subject to the requirements that same do not interfere with emergency requirements of the Department, and further, The Association agrees that in making requests for leaves due consideration shall be given to the number of employees affected in order that there be no hardship placed upon the operations of the Department.

3. It is understood and agreed that the benefits provided by this Article shall apply solely and exclusively to the P.B.A./S.O.A.

ARTICLE III

DUES DEDUCTION

1. The City agrees to deduct monthly Association membership dues from the pay of those employees who individually and voluntarily request in writing on a form agreed upon by the City and the Association that such deductions be made in a manner consistent with applicable law. The amounts to be deducted shall be certified to the City by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association monthly.

2. Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the City and the Association, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which such notice of withdrawal is filed.

3. Any employee who is not a member of the Association shall pay a representation fee in lieu of dues for services rendered by the Association as is permitted by law. Such representation shall fee shall be paid and administered pursuant to the requirements of New Jersey law, and shall be paid in an amount equivalent to the regular membership dues, initiation fees, and assessments charged by the Association to its own members, less the cost of benefits financed through the dues, fees, and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed the legal maximum percentage of the regular membership dues, fees, and assessments. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable to the salary deductions described above. Deductions made pursuant to and benefits proceeding from this Section shall be made solely and exclusively on behalf of the P.B.A. The Association agrees to indemnify and save the City harmless from any damages or expenses which may be incurred by the City as a result of claims made by an employee relating to this Section and any payroll deductions which had been properly made by the City hereunder.

ARTICLE IV

BULLETIN BOARDS AND OFFICE SPACE

1. The City shall permit the Association reasonable use of a locked Bulletin Board in the headquarters of the Police Department for the posting of notices concerning lawful Association business and activities, and concerning matters dealing with the welfare of the employees. Documents placed on the Bulletin Board shall be within the control of the President of the Association or his designee. The Chief of Police shall receive a courtesy copy of all notices placed on the Bulletin Board upon posting.

2. The City agrees that, if and when a new police headquarters is constructed, the Association shall be permitted office space in which it may, at its expense, furnish with appropriate office furnishings and install or have installed telephone line[s] for its business use.

3. It is understood and agreed that the benefits provided by this Article shall apply solely and exclusively to the P.B.A.



## ARTICLE V

### TEMPORARY LEAVE

#### 1. Sick Leave:

Each employee shall be entitled to sick leave of absence with pay due to illness or non-work related injury in accordance with the following provisions:

(a) *Accrediting method for sick leave:* All sick leave shall be converted from daily tabulation to hourly tabulation. All accumulated sick leave in each employees respective sick leave bank shall also be converted from daily to hourly tabulations

(b) *Permanent Employees:* All permanent employees, as of July 1 of each year, shall receive and have added to their respective sick leave accrual bank, a the sum of one hundred and sixty (160) hours of paid sick leave time

#### 2. Bereavement Leave:

(a) Leave with pay not to exceed five (5) working days shall be permitted where such absence is due to and necessitated by the death of a spouse, parent, child, brother or sister of the employee, and leave with pay not to exceed three (3) working days shall be permitted where such absence is due to and necessitated by the death of another member of the immediate family of the employee. This leave must be taken in close proximity to the date of the death of the relative

(b) The term "other member of the immediate family" utilized herein shall mean grandparent, grandchild, mother-in-law, father-in-law, wherever residing, or other near relative residing with the employee as part of a common household

(c) In the event an employee becomes eligible for leave under this Article while on vacation, the remaining portion of such vacation leave shall be rescheduled.

#### 3. Personal Leave:

Employees shall be entitled to two (2) personal leave days per year, for personal business which cannot be accomplished outside of work hours. Such leave days shall not be cumulative, provided, however, that one (1) unused personal day per year may be accumulated for the sole purpose of calculation of the retirement benefit described in Article X of this Agreement, and not for use as a leave day. Except in cases of emergency, request for such leave shall be made to the Chief or his designee at least forty-eight (48) hours in advance, and the employee shall have a response at least twenty-four (24) hours before the leave time requested. Any request for a Monday leave must be

made before noon on the preceding Friday, and the employee shall have a response by noon on Saturday.

4. **Short Term Disability Leave:**

Employees shall be covered under the present in-force short term disability insurance policy as provided by the City for other municipal employees. The total premium costs for said policy shall be borne by the City. The terms of the policy shall take effect following the exhaustion by the affected employee of all accrued paid sick leave time and shall extend for a maximum of twenty-six (26) weeks. At present, the maximum pre-tax benefit is two hundred (\$200) dollars per week. The City and Association have agreed, however, to sit and discuss this and other insurance coverages and limits during the term of this Agreement with the possibility of making increases in coverage. During such time as an employee is on short term disability the City shall continue to make all appropriate pension contributions.

5. An employee may be granted time off without deduction from pay for any day in which he/she is able to secure a substitute police officer of the same rank and qualifications to work his/her tour of duty and at no additional cost to the City, provided that approval is first obtained from the shift commander, which approval shall not be unreasonably withheld.

6. It is expressly understood that all leaves are subject to the requirements that same do not interfere with emergency requirements of the Department.

ARTICLE VI

MILITARY LEAVE

1. Any regular permanent employee who is called into active service, or who volunteers for service, in the Armed Forces of the United States, in time of national emergency or war, shall be given a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years. Upon the termination of such service he/she shall be re-employed at the rate of pay prevailing for work to which he/she is assigned at the time of his/her re-employment, provided, however, he/she has not been dishonorably discharged; there is work available; and he/she makes written application for reinstatement within ninety (90) days after discharge.

2. The foregoing provision shall not be operative in the event the City, by law, should be unable to replace such employee entering military service with a temporary employee.

## ARTICLE VII

### GRIEVANCE PROCEDURE

1. Definition:

A "Grievance" within the meaning of the grievance procedure shall be defined as any difference or dispute between the City and any employee covered by this Agreement or the Association with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated within ten (10) working days from the time when the employee and Association knew or should have known of its occurrence.

2. Procedure:

(a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed as an acceptance of the decision rendered at that step.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

#### STEP ONE:

The grievance shall be taken up first with the immediate supervisor involved in an attempt to resolve the matter informally at that level.

#### STEP TWO:

If, as a result of the foregoing discussion, the matter is not resolved within five (5) calendar days, it shall be discussed by the employee affected and a member of the Association Grievance Committee with the Captain in charge in an effort to resolve the matter informally at that level.

#### STEP THREE:

If, as a result of the foregoing discussion, the matter is not resolved within five (5) calendar days, it shall, within an additional five (5) calendar days, be set forth in writing to the Chief, specifying in detail the nature of the grievance.

#### STEP FOUR:

Should not acceptable agreement be reached with an additional ten (10) calendar day period after the receipt of the written grievance by the Chief, the matter may be submitted by the Association to the Board of Police Commissioners within an additional ten (10) calendar day period. The Board will hold such hearings as it deems necessary and will issue its decision in writing not later than twenty-five (25) calendar days from receipt of the written grievance and record or from the date of the final hearing. If the Board's decision is not satisfactory to the Association, or if the matter resolves an unresolved grievance by the City, the Board's decision or the City's grievance may be referred to arbitration as set forth below, by the City or the Association only. If the aggrieved is a permanent employee, he/she may, in lieu of arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act.

#### STEP FIVE:

In lieu of submitting the grievance to the Department of Personnel, the Association, on behalf of itself or an aggrieved employee, may resort to the remedies in this step, provided, however, that such action must be initiated within ten (10) calendar days of the time the Board's decision was received or considered due in Step Four. The appeal must be made in writing reciting the matter submitted to the Board as specified above. Dismissal of or failure to continue the employment of a probationary employee shall not be deemed grievable or arbitrable.

The following procedure will be used to secure the services of an arbitrator.

(a) A request will be made to the New Jersey Public Employment Relations Commission (PERC) to submit to the parties a roster of persons qualified to function as an arbitrator in the dispute in question and for the selection of an arbitrator in accordance with its rules and regulations.

(b) The rules and procedures of PERC shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issue[s] submitted. The decision of the arbitrator shall be binding on all parties. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement, nor shall he/she in any case have power to rule on any issue or dispute not clearly covered by or which is excepted from the definition of a grievance as contained in this Article or excepted from this grievance procedure by any other provision of this Agreement.

(c) The City and the Association shall assure the employee freedom from restraint, interference, coercion, discrimination or reprisal in the processing of his/her grievance through this procedure.

(d) Costs:

(i) Each party will bear the total cost it incurs in the processing, preparing, and presenting of its respective case[s];

ii) The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties. Such costs shall be borne and shared equally by the parties.

(e) The right to request arbitration shall be limited to the parties to this Agreement, solely and exclusively, and either party may demand arbitration.

## ARTICLE VIII

### SEPARATION OF EMPLOYMENT

1. Upon discharge of an employee, or the resignation of an employee who does not resign in good standing, the employer shall pay such employee all earned compensatory time and all vacation time to which the employee was entitled in the previous calendar year but which was not taken by the employee.
2. Any employee suspended without pay shall accrue no further benefits, nor shall any further benefits from the date of suspension be due him/her, upon discharge or resignation not in good standing following such suspension.
3. Upon resignation in good standing, retirement, or death while in the Department's employ, the employer shall pay such employee or his estate all earned compensatory time, vacation time to which the employee was entitled in the previous calendar year but which was not taken by such employee, and all vacation time, holiday time and clothing allowance accrued on a prorata basis in the calendar year of the employment separation.

## ARTICLE IX

### VACATION AND VACATION PAY

1. Employees covered by this Agreement shall be entitled to vacation leave with pay as follows:

Upon completion of three (3) years in the current calendar year, Sergeants, Lieutenants and Captains will be eligible for 21 vacation days in the following calendar year;

Upon completion of six (6) years in the current calendar year, Sergeants, Lieutenants and Captains will be eligible for 22 vacation days in the following calendar year;

Upon completion of nine (9) years in the current calendar year, Sergeants, Lieutenants and Captains will be eligible for 23 vacation days in the following calendar year;

Upon completion of twelve (12) years in the current calendar year, Sergeants, Lieutenants and Captains will be eligible for 24 vacation days in the following calendar year;

Upon completion of twenty (20) years in the current calendar year, Sergeants will be eligible for 27, Lieutenants will be eligible for 28, and Captains will be eligible for 29 vacation days in the following calendar year.

2. The date on which the employee was sworn in as a police officer shall be utilized in calculating completion of the above-referenced employment periods. It is agreed that for purposes of determining vacation entitlement, officers hired on or before January 15th of any calendar year shall be treated as having completed the requisite years service in the prior calendar year. For example, an employee hired January 15, 1980 would become eligible for 22 vacation days in calendar year 1992. An employee hired on January 16, 1980 would become eligible for 19 vacation days in calendar year 1993.

3. The vacation period shall be the calendar year, from the 1st day of January to the 31st day of December. Vacations shall be selected on a weekly segment basis. If, however, there are only four (4) working days in a vacation week, the employee shall be entitled to another day off. Such "in lieu days" are not to be taken until after the vacation. It is understood that the scheduling of vacations is within the sole discretion of the Chief and the Board, and such schedules may be changed in the discretion of the Chief and the Board in order to meet Department manpower requirements.



4. In order to equalize vacation leave distribution, the total number of employees scheduled for vacation each week of the year shall not be less than five (5%) percent, nor more than seven, point five (7.5%) percent, of the total number of employees eligible for vacation leave.

5. An employee of sick leave due to line of duty injury shall not be put on the vacation roster if such employee's sick leave and vacation period coincide, and his/her vacation shall be granted at a later date as may be scheduled by the employer in the employer's discretion.

6. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her widow or widower or his/her estate shall receive one (1) day's pay for each day of earned vacation which had not been taken at the time of the employee's death.

7. An employee failing to take vacation leave when scheduled will forfeit such leave unless written approval to change the scheduled vacation is obtained in advance from the Chief of Police. In the event an employee reports to work during that employee's scheduled vacation and is not sent home, the employee shall forfeit only that amount of the vacation time which the employee worked.

8. In the event an employee becomes eligible for bereavement leave pursuant to Article V while on vacation, the remaining portion of such vacation leave shall be rescheduled.

ARTICLE X

SICK LEAVE INCENTIVE PROGRAM AND RETIREMENT BENEFIT

1. Sick Leave Incentive Days:

Upon completion of one (1) year of service in the current calendar year, each employee will be eligible for a sick leave incentive benefit in the following calendar year and thereafter in accordance with the following schedule, by which additional vacation days shall be granted:

- |     |                                     |   |                            |
|-----|-------------------------------------|---|----------------------------|
| (a) | 0 sick days taken in the year       | - | 4 additional vacation days |
| (b) | 1-3 sick days taken in the year     | - | 3 additional vacation days |
| (c) | 4-8 sick days taken in the year     | - | 2 additional vacation days |
| (d) | 9-12 sick days taken in the year    | - | 1 additional vacation day  |
| (e) | Over 12 sick days taken in the year | - | 0 additional vacation days |

2. Retirement Benefit:

(a) Each employee having at least twenty-five (25) years' service with the east Orange Police Department shall be entitled, upon retirement for service and age or disability from a State-administered retirement system, to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him or her on the effective date of his or her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be entitled as of right to receive the lump sum payment provided for in this Agreement.

(b) Such supplemental compensation payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave plus one (1) unused accumulated personal day per year, if any; provided, however, that no lump sum supplemental compensation payment shall exceed \$15,000.00. The calculation of a day's pay shall be made in the same fashion as the calculation of the per diem rate for holiday pay, utilizing the employee's average annual compensation received during the last year of employment prior to the effect date of retirement.

(c) The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, limit, increase or decrease any pensions or retirement benefits otherwise available to any employee.

(d) Notice of intention to claim benefits provided herein must be made in writing to the City on or before November 1st of the year prior to the year in which the retirement becomes effective. In the event that an employee fails to give notice by November 1st for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event that such employee demonstrates valid reason to waive the November 1st notice date, he will receive the benefit provided for. The City, however, if it has not received the notice of intention, may defer payment of all or part of the benefit to the year following the retirement. Nothing contained in this paragraph is intended in any way to limit the payment which is to be received as provided for herein but rather, this paragraph intends to determine when the payments shall be made.

(e) Should an employee be eligible under the terms of this Article to receive such Retirement Benefits and die or be killed in the line of duty, his/her estate shall receive said benefits in accordance with the following:

(i) In order to insure that benefit payments are made within the calendar year of the employee's death, each employee during the calendar in which he/she shall complete his/her twenty-fifth (25th) year of service shall so notify the office of the Chief of Police of said eligibility. Should the employee die during said calendar year, his/her estate shall receive payment in the accordance with the provisions set forth heretofore above. Any employee who has failed to supply such notification and subsequently dies, the benefits contained heretofore above shall be paid to his/her estate in the following calendar year.

(ii) Any who would be eligible to receive such benefits under the terms of this Article and is killed in the line of duty prior to having provided such notice as is required herein shall be deemed to have filed such notice in timely fashion and any benefits which would be due the employee in accordance with the terms of this Article shall be provided to his/her estate with the calendar year of the employee's death.

## ARTICLE XI

### HOLIDAYS

1. Each employee having less than twenty-two (22) years of service shall, on or before December 10 of the contract year, receive pay for fourteen (14) holidays per year. Holiday pay will be computed by multiplying the regular hourly rate by eight (8) hours.
2. Employees who have completed twenty-two (22) years or more of service shall receive pay for only one holiday per year.

## ARTICLE XII

### UNIFORMS

1. For the contract years commencing on July 1, 1993, July 1, 1994, and July 1, 1995, all employees covered by this Agreement shall be entitled to an annual clothing allowance of Seven hundred and fifty dollars (\$750.00) payable in two (2) installments of Three hundred and seventy-five dollars (\$375.00) each, on or about October 1 and June 1 of each contract year.

2. As a condition of receiving the annual clothing allowance or any installment, an employee must be in the paid employ of the Department at the time of the payment, and all employees must conform to Department regulations now in effect or as may be changed from time to time governing the uniform and the manner and time of wearing the same; provided, however, this Section shall not interfere with payment of clothing allowance to any employee eligible for same under the provisions of Article VIII, Section 3.

## ARTICLE XIII

### INSURANCE

1. All employees covered by this Agreement and their families shall be entitled to all present insurance benefits as follows: Blue Cross Hospitalization and Blue Shield Medical/Surgical Plans [including Rider "J"], and Major Medical insurance, the full payment of which shall be paid by the City.

2. Dental coverage for all employees covered by this Agreement shall be as follows:

- (a) Dental coverage shall include employee, spouse and children, if any;
- (b) The City shall provide the Unity Plan benefits at a cost of \$5.45 for an individual and \$15.21 for a family.

3. Whenever an Employee is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in furtherance of his/her official duties, the City, pursuant to *N.J.S.A. 40A:14-155*, shall provide such officer with the necessary means for the defense of such action or proceeding, but not for the officer's defense in a disciplinary proceeding instituted against him/her by the City or in a criminal proceeding instituted as a result of a complaint on behalf of the City. If any such disciplinary or criminal proceeding instituted by or on complaint of the City shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the expense of his/her defense.

4. The City agrees to make available an Employee Assistance Plan through the University of Medicine and Dentistry of New Jersey, including family coverage, with up to six (6) visits per year paid for by the City. Utilization of this Plan shall remain confidential between the employee and the Plan personnel, and utilization of the Plan services shall not be used against any employee.

5. The City and the Association agree to convene a committee, which may also include employee representatives from other City bargaining units, for the purpose of reviewing the benefit levels of all of the employee benefit insurance provided by the City. Part of this committee's charge will also be to review increasing the benefit levels under the City's Short Term Disability Insurance plan. Said committee shall be convened within the next three (3) or so months from the execution of this Agreement. The parties mutually pledge to review all insurance open-mindedly and to keep in mind the best interests of both the employees and the citizens of the City of East Orange.

ARTICLE XIV

PENSIONS

The employer will continue to provide its share of pension contributions for all employees entitled to such participation in accordance with applicable State laws and regulations.

## ARTICLE XV

### SALARY AND LONGEVITY

1. For contract years 1994, 1995, and 1996, the base salary for all employees shall be as set forth on Schedules "A-1," "A-2," and "A-3," respectively, which are annexed to and made part of this Agreement.

2. Employees who have completed the following years of service shall receive, in addition to base salary, the following longevity payments:

Completion of five (5) years of service	-	2% of base salary
Completion of ten (10) years of service	-	4% of base salary
Completion of fifteen (15) years of service	-	6% of base salary
Completion of twenty (20) years of service	-	8% of base salary
Completion of twenty-two (22) years of service	-	14% of base salary
Completion of twenty-four (24) years of service	-	16% of base salary

Employees who shall have completed the required years of service in the contract year shall receive the applicable longevity percentage in addition to base salary, commencing with the anniversary of the employee's date of hire.

The longevity payments herein are to be considered as part of remuneration for purposes of pension contributions, vacation pay, and sick leave pay, but not for other purposes, e.g., overtime or holiday pay.



## ARTICLE XVI

### RULES AND REGULATIONS

1. The City may establish and enforce reasonable rules and regulations in connection with its operation of the Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Association and opportunity to discuss the new rules and regulations shall be afforded the Association before implementation of the same.

2. It is understood that employees shall promptly and efficiently execute the instruction and orders of officers and superiors. If an employee or employees believe that a rule, regulation instruction or order of an officer or other superior is unreasonable or unjust the employee or employees shall comply with the rule, regulation, order or instruction, but with further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article VII of this Agreement.

3. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the City shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the rights of the employee or employees to have the suspension or discharge treated as a grievance. The filing of a grievance shall not operate as a stay of the suspension or discharge.

4. The Association shall have the opportunity to grieve the promulgation of any new rule or regulation thirty (30) calendar days after the promulgation and furnishing of same to the Association as to the reasonableness of said rule or regulation.

## ARTICLE XVII

### ASSOCIATION ACTIVITIES

1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Association, its officers, members, agents, or principals will not engage in, encourage, or sanction strikes, slowdowns, lockouts, mass resignations, or other similar action which would involve suspension of or interference with normal work performance.

2. The City shall have the right to discipline or discharge any employee encouraging, fomenting or participating in a strike, slowdown, or other such interference.

3. The Association shall not be liable for unauthorized acts of unit employees.

## ARTICLE XVIII

### MANAGEMENT RIGHTS

1. Except to the extent expressly modified by a specific provision of this Agreement, the City possesses the sole right and responsibility to manage its Police Department and all management rights repose in it. These rights include but are not limited to the rights: to determine the existence or non-existence of facts which are the basis of the Police department and/or Management decision; to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of East Orange and, from time to time, to change or abolish such practices or procedures subject to the provisions of *N.J.S.A. 34: 13A-5.3*, where applicable; to determine and, from time to time, to redetermine the number, locations, and relocations and types of facilities, operations and equipment and of its officers or employees or to discontinue any performance by officers or employees of the City of East Orange; to hire, select and determine the number and types of officers required; to assign work to officers and to determine the overtime to be worked, if any; to establish training programs and upgrading requirements for officers within the Department; to establish and change work schedules for officers within the Department, to establish and change work schedules and assignments; to transfer and promote officers; to demote officers when necessary or for just cause; to layoff, terminate, or otherwise relieve officers from duty for lack of work or other legitimate reasons; to determine the facts for lack of work; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline officers for just cause, to introduce new or improved methods or facilities, and to purchase services of others, contract or otherwise; and otherwise to take such measures as the City and/or Management may determine to be necessary for the orderly and efficient operation of the Police Department, provided, however, nothing herein shall prevent an officer from presenting his/her grievance for the alleged violation of any Article or specific term of this Agreement.

2. Notwithstanding the provisions of Section 1 of this Article, involuntary reassignments of any Police Officer will be made for cause related to the efficiency or operation of the Department or other just cause, provided, however, any such reassignment may be reviewed under the grievance procedure only as to the abuse of the City's discretion in making such reassignment, and the reassignment will be sustained if there is any basis in fact for making the same.

## ARTICLE XIX

### HOURS OF WORK, SCHEDULING AND OVERTIME

1. The following Units in East Orange Police Department shall work a "4-2 schedule" which shall consist of not more than four (4) consecutive days on duty, followed by not less than two (2) consecutive days off duty, at eight (8) hours per day: 1) Radio Car Patrol, 2) S.N.U., 3) Record and Communication Lieutenants and Sergeant, 4) Desk Lieutenant.
2. The following Units in the East Orange Police Department shall work a "5-2 schedule," which shall consist of not more than five (5) consecutive days on duty, followed by not less than two (2) consecutive days off in each seven (7) day cycle (Sunday through Saturday): 1) Administration Division, 2) Record Bureau Detectives, 3) Detective Bureau, 4) Warrant Squad, 5) Vice Squad, 6) Traffic Enforcement Unit, 7) Community Relations, 8) Juvenile Aid Bureau, 9) Auxiliary Police, 10) Court Liaison, 11) Program Analyst, 12) Plans and Research, 13) Crime Prevention Unit.
3. Employees shall report to work ten (10) minutes prior to the start of their duty shift.
4. Every effort shall be made, as in the past, to provide that employees working on the "5-2 schedule" shall receive approximately the same number of Saturdays and Sundays off during the calendar year.
5. Each employee assigned to units which shall work the "4-2 schedule" as provided in Section 1 above may, at the discretion of the Chief of Police, be required to report for police training sessions, not exceeding eight (8) hours duration each, on three (3) scheduled days off (except holidays, vacation leave or other leave with pay) during the calendar year in the case of Sergeants and Lieutenants, and two (2) such days in the case of Captains. Transportation will be provided as heretofore for any employee assigned to a training session at a location outside Essex County. Such employees may leave the training range as soon as they have completed their firearms training.
6. Each employee assigned to Units which shall work the "5-2 schedule" as provided in Section 2 above shall receive twelve (12) additional days off per year (which days shall accumulate at the rate of one (1) day per month of service in such unit or units) in order to equalize the number of days off granted to all employees of the Police Department.
7. No employee assigned to the "5-2 schedule" above shall be required to attend police training sessions during his/her off-duty time unless compensated therefor.
8. The Chief of Police may, in his discretion, create new Uniformed Units and may assign such units to work either the "4-2 schedule" or the "5-2 schedule."

9. The Chief of Police may, in his discretion, convert any "5-2 schedule" to a "4-2 schedule."

**10. Overtime Provisions:**

It is agreed for purposes of overtime compensation that the City has established and utilizes a twenty-eight (28) day work period for law enforcement personnel, pursuant to the Fair Labor Standards Act, 29 U.S.C. ss7(k). The following guidelines shall be utilized in calculating overtime compensation for such employees:

(a) An employee working more than 171 hours in any 28-day work cycle shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate for all hours worked over 171 in the cycle. The 171 hour overtime threshold is based upon regulations promulgated by the United States Department of Labor. It is agreed that should the Department of Labor promulgate a revised regulation specifying a different threshold, such revised threshold shall supersede the 171 hour threshold utilized in this Article. Further, an employee, other than one on a regular forty (40) hour work week, may opt for overtime compensation in the form of compensatory time off. Said compensatory time for this class of employees shall be granted as follows:

(i) One hour of compensatory time off for every hour of overtime worked up to the first ten (10) hours of overtime worked within said 28-day work cycle;

(ii) One and one-half hour of compensatory time off for every hour of overtime worked beyond said ten (10) hour threshold within said 28-day work cycle.

(b) In addition to the foregoing, the City agrees to provide overtime compensation to employees who work more than forty (40) hours in any one regular week. This is defined as "other overtime," which shall be compensable, at the employee's option either by payment at one and one-half (1 1/2) times the employee's regular hourly rate, or by granting compensatory time off on a one and one-half (1 1/2) hour of compensatory time granted for every one hour of overtime worked in excess of forty (40) hours in any one (1) regular week.

(c) In the event an employee sustains a line of duty injury and is consequently unable to complete a regular work week, overtime compensation at time and one-half will be allowed on a daily basis for all time worked in excess of eight (8) hours in any work day during such week

**11. Minimum Call-Back Pay:**

Any employee who is called back to work after completing his/her shift and leaving the employer's premises or who has to appear in Court during his/her day off or time off

shall receive a minimum call-back payment of two (2) hours at either the employee's regular hourly rate or, if otherwise applicable, the employee's overtime rate. This minimum call-back provision applies only to situations where employees are called in to work or appear in Court at times which are not contiguous to their work schedules. The City shall have the option to require any employee receiving call-back pay to work the full two (2) hours.

**12. Compensatory Time Bank:**

Any employee opting to receive compensatory time off in lieu of overtime payments shall be governed by the following provisions:

(a) Effective upon the ratification of this Agreement in 1994 and thereafter, each employee shall have maximum accruable compensatory time bank which shall not exceed three hundred and twenty (320) hours at any time. No employee shall be permitted to accrue additional compensatory time unless and until said time bank is reduced below the maximum threshold number.

(b) Those officers who may presently have accrued compensatory time in excess of the maximum threshold number shall suffer no loss of time or compensation. However, any employee who currently has compensatory time in excess of the 320 hours shall not be permitted to opt for additional compensatory time unless and until said compensatory time bank falls below 320 hours. For these officers, any compensatory time not utilized prior to the officer's retirement shall be paid to that officer at the time of separation in accordance with the other relevant clauses of this Agreement.

(c) For those officers who have less than 320 hours of compensatory time in the bank as of the signing of this Agreement, should, through some circumstances, their compensatory time bank exceed the 320 hour maximum, they shall be responsible to utilize all hours in excess of 320 hours prior to retirement. For those officer only, the City shall only pay for 320 hours at the time of retirement. Should said officer die prior to retirement, however, his/her estate shall receive full payment in accordance with other relevant provisions of this Agreement.

**13. Shift Bid and Schedule Change:**

(a) By December 1st of each year, shift assignments for employees working in the Patrol and other Uniformed Divisions shall be made, where all ranks and qualifications are equal, pursuant to a seniority bid system. (For purposes of this Section, "qualifications" shall also include an officer's ability to properly function within the "Community Policing Program" philosophy established by the City.) Each of the affected employees shall list their shift choices in order of preference. Assignments shall be made based upon seniority and shall commence on January 1st and shall remain in effect until the procedure is repeated in the subsequent year.

(b) This bid system shall not be interpreted to mean that duty assignments, such as detective bureau, traffic and safety, etc., are achieved through this bid system. Those assignments shall continue to be staffed in accordance with law and City ordinance. However, should more than one (1) shift presently exist or should the employer institute more than one (1) shift in each of those respective divisions, than those employees assigned to said divisions shall follow the same bidding procedure as outlined herein above, but within each employee's respective division.

(c) In order to meet the needs of training and/or specialized abilities, shift assignments may need to be altered in order to meet the bona fide safety needs of the citizens of the City. In these cases the changes shall be made with timely notice (at least one week) and explanation and shall last until such time as the specific need[s] has/have been met, at which time the affected employee shall be returned to the originally bid shift. Any changes made in accordance herewith must be in blocks of a full tour, either four (4) or five (5) days dependent upon the respective employee's regular tour rotation. No single day switches can take place without the payment of overtime.

(d) These provisions shall not be used to preclude employees from voluntarily switching or swapping shifts with one another prior to any re-bid date. However, such switches shall be in accordance with current practice and with the approval of the Chief of Police or his designee. Such approval shall not be arbitrarily or capriciously withheld.

(e) Any officer whose duty assignment is changed prior to the annual bidding process shall be placed into his/her new assignment with preference given, as far as practicable, to the employee's request based upon seniority. However, no employee shall suffer any alteration to previously picked time off as a result of the City's decision to change assignments.

(f) In the event of a bona fide police emergency as defined by appropriate New Jersey Statute, and provided volunteer police officers acceptable to the Chief of Police are not available, officers may be assigned without regard to seniority to a particular shift in blocks of full working tours until such time as the emergency is satisfied or for no more than four (4) full working tours of duty. After four (4) tours, said individual(s) shall be returned to his/her original shift. If such return is still precluded due to the continuance of the emergency situation, then said officer shall be paid on an overtime rate for all time working an any shift which differs from the original shift.

## ARTICLE XX

### MISCELLANEOUS

1. The City shall make provisions for Workers' Compensation coverage for all employees, whether through insurance carrier or self-insurance program.

2. The City shall provide and maintain automobile liability insurance for all vehicles of the Police Department and general liability insurance, and shall provide for the coverage by such policies all employees in the bargaining unit; provided, however, that nothing herein contained shall prevent the City from providing the foregoing coverages for the contingencies stated in any manner permitted by law.

3. Separability:

The City and the Association understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall affect only the particular provision concerned, which shall be deemed of no force and effect, but shall not affect the remaining provisions of this Agreement.

4. Unilateral Change Prohibition:

The City and the Association agree that there shall be no unilateral changes made in any negotiable terms and conditions of employment.

5. No Waivers:

The City and the Association agree that a failure by either party to exercise or enforce any provision of this Agreement shall not be deemed as a waiver of any right contained therein.

6. Fully Bargained Proviso:

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. Except as required by law, during the term of this Agreement neither party shall 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 executed this Agreement.



ARTICLE XXI

TERM OF AGREEMENT

1. The term of this Agreement shall commence on July 1, 1993 and extend through June 30, 1996.

2. As provided by law, this Agreement shall continue in full force and effect until such time as a successor Agreement replaces it.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives and officers executed this Agreement as of the 30<sup>th</sup> day of June, 1994.

POLICEMEN'S BENEVOLENT ASSOC.,  
LOCAL NO. 16

CITY OF EAST ORANGE

By Robert Kolb  
ROBERT KOLB, President

By Cardell Cooper  
CARDELL COOPER, Mayor

By Carl Stoffers  
CARL STOFFERS, Vice-President

By William J. ...  
Chairman,  
Board of Police Commissioners

ATTEST:  
By Kathy Ray

ATTEST:  
By Kathy Ray  
By Constance L. Newton  
CONSTANCE L. NEWTON  
City Clerk

SALARY SCHEDULE "A-1"

JULY 1, 1993

<u>RANK</u>	<u>SALARY</u>
SERGEANT	\$49,191
LIEUTENANT	\$54,549
CAPTAIN	\$61,274

SALARY SCHEDULE "A-2"

JULY 1, 1994

<u>RANK</u>	<u>SALARY</u>
SERGEANT	\$51,159
LIEUTENANT	\$56,731
CAPTAIN	\$63,725

SALARY SCHEDULE "A-3"

JULY 1, 1995

JANUARY 1, 1996

<u>RANK</u>	<u>SALARY</u>	<u>RANK</u>	<u>SALARY</u>
SERGEANT	\$52,694	SERGEANT	\$54,275
LIEUTENANT	\$58,433	LIEUTENANT	\$60,186
CAPTAIN	\$65,637	CAPTAIN	\$67,606