

Contract # 1911

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AGREEMENT BETWEEN
THE
CITY OF ELIZABETH
AND
POLICEMEN'S BENEVOLENT ASSOCIATION
ELIZABETH LOCAL NO. 4

JANUARY 1, 1994 - DECEMBER 31, 1996

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AGREEMENT entered into this ____ day of ____, ____, by and between THE CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City," and POLICEMEN'S BENEVOLENT ASSOCIATION, Elizabeth Local No. 4, Branch of the New Jersey State Policemen's Benevolent Association, hereinafter referred to as the "P.B.A." or the "Association."

ARTICLE I
RECOGNITION

1. The City hereby recognizes the Policemen's Benevolent Association, Elizabeth Local No. 4, as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all full-time Police Officers employed by the City of Elizabeth, but excluding the Director, Chief, Deputy Chiefs, Captains, Lieutenants, Sergeants, Parking Violations Officers, School Crossing Guards, Police Matrons, and all "civilian" personnel, such as office and clerical employees, electrical repairmen, auto mechanics or employees on assignment from other departments.

2. Unless otherwise indicated, the terms "police officers", "police officer", "detective", "employee" or "employees", when used in this Agreement shall refer to persons represented by the P.B.A. in the above defined unit.

ARTICLE II
ASSOCIATION SECURITY

1. Upon the request of the Association, the employer shall deduct a representation fee from the wages of each employee who is not a member of the Association.
2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
3. The amount of said representation fee shall be certified to the employer by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.
4. The Association agrees to indemnify and hold the employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.
5. The employer shall remit the amounts deducted to the Treasurer of the Association on a weekly basis.
6. The Association shall establish and maintain at all times, a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 34:13A-5.6 (L.1979, c.477, 2(c) and (3)) and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making such deductions.

ARTICLE III
ASSOCIATION MAINTENANCE OF MEMBERSHIP

1. Employees covered by this Agreement and who are members of the Association at the time of execution shall be members for the duration of this Agreement, and the City will not honor revocations from any employee covered by this provision, except as provided herein.
2. Employees not members of the Association and who desire membership shall confirm their desire to join for the duration of this Agreement by initiating their Association application forms and dues deduction authorization forms.
3. All deductions under this Article shall be subject to revocation by the employees who executed such assignments, upon giving at least thirty (30) days written notice, immediately prior to the expiration date of the Agreement to the PBA and the City Comptroller. The City Comptroller and the City Treasurer shall thereafter cease withholding any monies under such assignments.

ARTICLE IV
ASSOCIATION BUSINESS LEAVE

1. Meetings between representatives of the City and of P.B.A. Local #4, for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein, shall be scheduled during the non-working time of affected employees, except by mutual agreement between the Director and/or Business Administrator and the P.B.A. representative.

2. The Executive Board of the P.B.A., comprised of the President, Vice President, Treasurer, Financial Secretary, Sgt. at Arms, Recording Secretary, and State Delegate shall be granted time off from duty, and shall suffer no loss of regular pay for the meetings of the Executive Board and the meetings of the PBA when such take place at a time when such officers are scheduled to be on duty, provided that said time off does not adversely impact the operations of the police department. "Meetings" is defined to mean the regular monthly meeting and any emergency meeting, not to exceed three emergency meetings per year. The Union agrees to provide the City within ten (10) days subsequent to the P.B.A. election, a list of Executive Board members and delegates. Any revision to said list will be communicated in writing to the Director or Designee.

3. The members of the Executive Board of the P.B.A. and/or their designees, not to exceed a total of four, will be granted time off from duty without loss of regular pay to attend conventions of the Association. The extent of the time will be limited to five (5) days per member per calendar year. Application for time off will be made in writing to the Director of Police or his/her designee not less than two (2) weeks in advance. Authorized representatives of the

Association shall be granted such additional leave as mandated by applicable New Jersey Statutes.

4. The State Delegate of the P.B.A. will be allowed one (1) day leave a month to attend State P.B.A. delegate meetings provided said meetings are scheduled. Attendance at all other P.B.A. delegate meetings will be at the discretion of the Director, provided application for the leave is made in writing to the Director or his/her designee not less than one (1) week in advance.

5. The P.B.A. agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty. It is understood that such time off refers solely to the time period required to attend such meetings.

ARTICLE V

ASSOCIATION RESPONSIBILITIES AND PRIVILEGES

1. The PBA shall have the right to visit the Director, Headquarters, and other police facilities at reasonable hours to conduct PBA business. The PBA will not abuse this right.
2. The PBA shall receive copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement. Notice shall be furnished to the PBA at least forty-eight (48) hours prior to their implementation. Provision of such notice shall not be construed as an admission by the City of an obligation to negotiate with regard to the subject matter of said order, rule, regulation or communication.
3. The PBA may use the Department mail or message routing system and Department mail boxes. Such use shall be reasonable. The PBA shall pay for its own postage and stationery.
4. The City agrees to provide room B-12 or a comparable room for use by the PBA.
5. The City shall provide a copy of the annual statistical report of the Director to the PBA as soon as it is available to the City.
6. The right to address police recruits shall be exercised by no labor organization other than PBA Local No. 4. It is understood and agreed between the parties herein that this provision does not apply to any voluntary employee organization other than a labor organization.

- 7.A. The President of the Association shall be assigned to a day tour and, except in emergencies, shall be entitled to administer the provisions of this agreement. The President will report his/her location to the Director of Police.
- B. In an absence of the President which exceeds 14 days, the Vice President of the Association or his/her designee shall be assigned to a day tour so that he/she may assume the duties of the President.
8. The PBA President and State Delegate shall be granted time off without loss of pay to attend funerals held in the State of New Jersey for all police officers killed in the line of duty. Time off for such funerals outside of the state but within the metropolitan area may be requested. Such requests shall not be unreasonably denied.
9. With the prior approval of the Director, the Chairperson of the annual dinner dance and children's Christmas party may be granted time off without loss of pay to attend those affairs, provided that such time off does not adversely impact the operations of the police department.
10. With the prior approval of the Director, the Chairperson of the Police Department Blood Bank may be granted time off without loss of pay during the time the Blood Bank is held at Headquarters, provided that such time off does not adversely impact the operations of the Police Department.
11. All requests for time off in sections nine (9) and ten (10) shall be made in writing to the Director within two (2) weeks of the time requested and will be at the discretion of the Director.

ARTICLE VI

ASSOCIATION NEGOTIATION COMMITTEE

1. Up to two (2) members of the Association Negotiations Committee shall be granted time off from duty and shall suffer no loss of regular pay for 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, provided that attendance at said meetings does not adversely impact the operations of the police department.

2. Up to two (2) members of the Negotiations Committee shall be granted reasonable time off from normally assigned duties in order to prepare for scheduled negotiations with the City. The names of the negotiating committee shall be given to the Director of Police.

ARTICLE VII

INTENTION TO COMMENCE NEGOTIATIONS

The parties to this agreement shall commence negotiations for a successor agreement, or in the case of an agreed reopening provision shall commence negotiations pursuant to such reopening provision, no later than 90 days prior to the expiration of this agreement.

ARTICLE VIII

GRIEVANCE PROCEDURE AND ARBITRATION

1. Procedure

Step 1. In the event that any difference or dispute arises between the City and the Association or the employees over the application or interpretation of the terms of this Agreement, an earnest effort shall be made within ten (10) working days after the occurrence of the grievance or employee knowledge thereof, to settle such difference immediately between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally. For the purpose of this Article the term "party", "parties", or "party or parties to the Agreement" shall refer to the Association and/or the City.

Step 2. If no satisfactory agreement is reached, then the grievance shall be reduced to writing and submitted to the employee's commanding officer.

Step 3. If no satisfactory agreement is reached within three (3) calendar days after Step 2, then a conference will be arranged with the Division Commander and/or Director or Designee.

Step 4(a) Should no acceptable agreement be reached within an additional three (3) calendar days, then the matter shall be submitted to the Director who shall have five (5) days to submit his/her decision. The Director's decision shall be given in writing to the aggrieved employee with a copy to the Association.

- (b) The aggrieved employee has a right to representation by an official of the Association in Steps 1, 2, 3 and 4 above. The parties may, by mutual agreement, waive Steps 1, 2, 3 and 4.

Step 5. Arbitration

- (a) Within two (2) weeks of the transmittal of the written answer by the Director, if the grievance is not settled to the satisfaction of both parties, either party to the Agreement, but not the employee, may request that the grievance be submitted to arbitration as hereinafter set forth.
- (b) Either party may submit the grievance to P.E.R.C., the New Jersey State Board of Mediation, or the American Arbitration Association requesting that an impartial Arbitrator be appointed in accordance with their rules and regulations.
- (c) The Arbitrator shall have the authority to hear the dispute and issue an award which shall be binding on both parties and the grievant. The Arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by both parties. Only the employer or the Association shall have the right to submit a grievance to arbitration.

2. General Provisions

Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself provided notification of all meetings, steps and grievance answers are given to the Association and a member of the Association is given the

opportunity to be present at all steps of the grievance procedure. The employee, however, may not demand arbitration. The steps provided for herein may be waived by mutual agreement of the parties.

ARTICLE IX
BAN ON STRIKES

1. It is recognized that the prevention of crime, the preservation of law and order and protection of life and property are the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.

2. Since adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there shall not be and that the Association, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations, mass absenteeism, or other suspensions of or interferences with normal work performance.

3. The Director shall have the right to discipline, up to and including discharge, any employee who is in violation of this Article.

ARTICLE X
DISCIPLINE AND DISCHARGE

1. It is agreed that nothing herein shall in any way prohibit the Director from discharging or otherwise disciplining any employee, regardless of his/her seniority, for just cause subject to New Jersey Department of Personnel Rules and Regulations.
2. In the event an employee receives discipline not to exceed five (5) days suspension, the disciplining may be subject to the Grievance and Arbitration provision herein.

ARTICLE XI
RULES AND REGULATIONS

1. The Director may establish and enforce binding rules and regulations in connection with the operation of the Police Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. The PBA shall receive copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement. Notice shall be furnished to the PBA at least forty-eight (48) hours prior to their implementation. Provision of such notice shall not be construed as an admission by the City of an obligation to negotiate with regard to the subject matter of said order, rule, regulation or communication. It is understood that application of this Agreement shall not in any way hamper enforcement of the departmental rules and regulations.

2. It is understood that employees shall comply with all rules and regulations of the Department and orders or directives issued by the Director or his/her designee. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe 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 and may later file a grievance which shall be handled in accordance with the Grievance Procedure set forth in Article VIII of this contract.

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 a superior officer, appropriate action shall be taken by the superior

officer within the framework of department rules and regulations. Any action taken is subject to the right of the employee or employees to file a grievance.

Employees, regardless of regular assignment, may be reassigned to perform any duty related to their profession as police officers.

An exception can be made where employees are on the medical "limited-duty" list and cannot perform a particular duty.

Employees who act in a higher title for more than six (6) months shall after said time, be paid for such work at the higher rate of pay, but the employee's longevity shall be based on his/her pay in his/her permanent position.

When a senior employee is assigned to perform the duties of a higher rank after his assignment to him a Superior Officer have been extended, the employee so assigned shall be paid the rate of the first step of the higher rank. To be eligible for such higher rank pay, the employee must perform the duties of said higher rank for the entire year of duty.

ARTICLE XII

FLEXIBILITY OF ASSIGNMENT

1. Employees, regardless of regular assignment, may be reassigned to perform any duty related to their profession as police officers.
2. An exception can be made where employees are on the medical "limited duty" list and cannot perform a particular duty.
3. Employees who act in a higher title for more than six (6) months shall after said time, be paid for such work at the higher rate of pay, but the employees' longevity shall be based on his/her pay in his/her permanent position.
4. When a senior employee is assigned to perform the duties of a higher rank after all attempts to hire a Superior Officer have been exhausted, the employee so assigned shall be paid the rate of the first step of the higher rank. To be eligible for such higher rank pay, the employee must perform the duties of said higher rank for the entire tour of duty.

ARTICLE XIII

SENIORITY

1. Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to an absence for bona fide illness or injury certified by a physician not in excess of one (1) year, or for a military leave of absence.

2. Seniority shall be lost and employment terminated if any of the following occur:

- (a) Discharge.
- (b) Resignation.
- (c) Failure to return promptly upon expiration of authorized leave.
- (d) Absence for five (5) consecutive working days without leave or notice.
- (e) Absence for illness or injury for more than one (1) continuous year.

ARTICLE XIV

LONGEVITY

1. All full-time, permanent employees of the Police Department covered by this Agreement shall be entitled to longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date, as follows: If the employee's anniversary date falls between January 1st and June 30th, he/she shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he/she shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1st preceding the execution date of this contract and will accordingly be computed on the new base salary.

2. The scale of longevity pay shall be as follows:

| | | |
|--|----------|-------|
| 5th year of employment to completion of | 9th yr. | - 2% |
| 10th year of employment to completion of | 14th yr. | - 4% |
| 15th year of employment to completion of | 19th yr. | - 6% |
| 20th year of employment to completion of | 24th yr. | - 8% |
| 25th year of employment and over | | - 10% |

ARTICLE XV

WORK WEEK

1. It is agreed that the normal work week for employees performing police department duties shall be Monday through Sunday, for a maximum average total of 40 hours per week.
2. Work schedules shall be at the discretion of the Director. However, the Police Director retains the right to assign any Police Officer to the time and places when and where police officers are most needed.
3. Employees assigned to the Patrol Division will be scheduled on a seniority basis.
4. In non-emergency situations, unless mutually agreed upon by the affected employee, a normal work week's notice will be given for any changes in the assigned days or hours to be worked by said employee.
5. On the declaration of an official emergency, as defined by N.J.S.A. 40A:14-133 and N.J.S.A. 40A:14-134, the provisions above shall not apply.
6. The parties agree to a four and four schedule for patrol and a four and three schedule for detectives and other special units for a trial period of April 5, 1993 to April 5, 1995. Sixty (60) days prior to April 5, 1995, the parties agree to meet and negotiate a work schedule to take effect at the end of the trial period. It is the desire of the parties to reach an agreement on a work schedule no later than April 5, 1995 to be implemented on April 6, 1995. Absent agreement on a work schedule, the then current work schedule will be continued unless the Director determines a change in work schedule is necessary to provide adequate police protection in the City.

During this trial period, the Director reserves the right to make any adjustments to the schedule. The City shall provide the PBA with advance notice of work hour changes. Advance notice shall mean seven (7) calendar days except when such notice is not possible. Upon demand, the Director shall meet and discuss such work hour changes with the P.B.A.

ARTICLE XVI

EXCHANGE OF WORKING DAYS

An exchange or "swap" of a complete or partial tour of duty with another employee may occur only with the prior approval of the Director or his/her designee. All "swap" requests must be submitted to the Director or his/her designee at least five (5) days prior to the anticipated "swap". Approvals of "swaps" shall not be arbitrarily and capriciously denied. The five (5) day notice may be waived in cases of special need.

ARTICLE XVII

SICK LEAVE

1. The present sick leave plan pertaining to non-occupational injuries and illness shall continue in effect for the duration of this Agreement and is as follows: The City may provide for granting leaves of absence with pay not exceeding (1) year, to members and officers of its police department and force who shall be injured, ill or disabled from any cause, provided that the examining physician appointed by said governing body shall certify to such injury, illness or disability.

ARTICLE XVIII

INJURY LEAVE

1. Whenever an employee shall be injured, ill or disabled from any cause, except in connection with outside employment, so as to be physically unfit for duty during the period of such disability, the City may grant a leave of absence with pay up to a maximum period of one (1) year commencing from date of such injury, illness or disability.
2. Any payments from temporary disability insurance or Worker's Compensation insurance received by the Employee shall be credited toward the pay referred to in paragraph 1 of this Article.
3. Injury, illness or disability must be evidenced by a certificate of a physician designated by the Department to examine the employee.
4. Whenever a civil suit is instituted in connection with his/her employment, the employee must notify the Director immediately upon institution of suit.

ARTICLE XIX
LEAVE WITHOUT PAY

1. Any covered employee desiring leave without pay for personal reasons, up to a maximum period of ninety (90) days, shall make a request in writing to the Director not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and time requested. Leaves may be granted or denied at the discretion of the Director. Extensions of such leaves may be granted provided that the employee requests the Director to grant an extension. Said requests must be made at least two (2) weeks prior to the date on which the initial leave or subsequent leaves would terminate. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing. At the request of the Director, returning employees may be required to undergo a physical examination by the Department physician prior to reinstatement.

2. An absence of an employee from duty, including an absence for a single day or part of a day, except as provided by the terms of this Agreement, which is not authorized by a specific grant of leave of absence under this provision shall be deemed to be an absence without leave. Any employee who absents himself for five (5) consecutive working days without authorized leave shall be deemed to have resigned, unless such absence is held justifiable by the Director, subject to the Grievance Procedure.

3. Childbirth leave without pay for a period of not more than one (1) year may be granted to any employee for the birth or adoption of a child. This provision shall be interpreted in

accordance with the Civil Rights Act of 1964, as amended. The City also agrees to comply with the New Jersey and Federal family leave laws.

4. During a leave of absence without pay, an employee does not accrue vacation time or holidays.

ARTICLE XX

MILITARY LEAVE

The City agrees to comply with applicable Federal and State law regarding military leave. Where military service is required, a leave of absence without loss of seniority shall be granted for the period the military service is required and three (3) months thereafter. An employee who voluntarily continues in the military service beyond the time when he/she may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his/her employment and resigned.

ARTICLE XXI
FUNERAL LEAVE

1. A full-time permanent employee who is excused from work because of death in his/her immediate family, as defined below, shall be paid his/her regular rate of pay for the scheduled working hours missed during the first seventy-two hours following the death. Not more than an employee's scheduled tour of duty for every twenty-four hour period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family.

Immediate family is defined to mean:

- Mother and Father
- Husband or Wife
- Children
- Brother and Sister
- Mother-in-law and Father-in-law
- Grandmother and Grandfather
- Sister-in-law and Brother-in-law
- Grandchildren of employee or spouse

This provision may apply to any other relative who resides with the employee, subject to the prior approval of the Director.

2. One (1) day's leave shall be allowed in the event of the death of an aunt, uncle, or grandparent of employee's current spouse.

3. Special requests up to twenty-four (24) hours additional leave will be referred to the Director.

ARTICLE XXII

OVERTIME

1. Whenever an employee works in excess of his/her regularly assigned work week or work schedule, in addition to any other benefits to which he/she may be entitled, he/she shall receive overtime pay for such work at one and one-half times the base hourly rate which he/she received for his/her regularly assigned duty in accordance with the City ordinance. In the event of an official emergency, overtime will be compulsory.
2. Whenever overtime work is required, such work shall be offered to all employees on a revolving seniority list maintained by the City and provided to the P.B.A. Local 4. Such work shall not be offered to employees on "limited duty" for medical reasons but shall otherwise be offered in rotation by seniority on a non-discriminatory and as equal a basis as possible. For this balancing purpose only, the refusal of an offer of overtime shall be deemed an acceptance.
3. Payment for overtime work shall be made in the week following the week in which the overtime work was performed.
4. When an employee has completed his/her tour of duty, is excused from duty, but later is recalled to his/her official police duties, the employee shall be guaranteed a minimum two (2) hours pay at time and one-half (the equivalent of three hours pay at straight time). This provision shall not apply to court appearances in civil actions.
5. Off duty police action shall be compensated in accordance with the Agreement from the commencement of the employee's involvement in the incident while in the City of Elizabeth.

ARTICLE XXIII

HOLIDAYS

1. An employee not required to work shall nevertheless receive wages based upon eight (8) hours of straight time hourly rate of pay for each of the following holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving
Friday after Thanksgiving
Christmas

provided that he/she is on the job and available for work on his/her last full scheduled work day before and his/her first full scheduled work day after the holiday, even if in different work weeks, except in case of verified illness or injury.

2. In the interest of efficient operation, employees may be released even though scheduled to work on the holiday, or the day celebrated as the holiday, provided that an employee shall be required to take time off only if he/she has in excess of ten (10) days due him/her.
3. When an employee works on any of the above holidays, or if the holiday falls within the employee's vacation period, he/she is credited with a day of time off, to be awarded at a future

date to be determined by his/her commanding officer. Holiday time shall be credited by mutual agreement of the employee and his/her commanding officer.

4. Extra holidays declared to be such by the President, Governor or Mayor shall be granted to employees as additional time off.

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

provided that he/she is on the job and available for work on the day that he/she is scheduled to work on the holiday, even if in full scheduled work day after the holiday, except in cases of verified illness or injury.

In the interest of efficient operation, employees may be required to work on the holiday, provided that an employee shall be permitted to take time off only if he/she has in excess of ten (10) days due him/her.

When an employee works on any of the above holidays, or if the holiday falls within the employee's vacation period, he/she is credited with a day of time off, to be awarded at a future date.

ARTICLE XXIV

VACATION

1. Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

Less than 1 year of continuous service - 1 day per month of service prior to January 1 of each year;

1 year to completion of 5 years of continuous service - 15 working days;

6 years to completion of 15 years of continuous service - 20 working days;

16th year of continuous service and over - 25 working days.

2. Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) extra days of vacation for that anniversary year only.

3. In computing vacation eligibility, the employee must have completed his/her 1st, 5th and 15th years of continuous service as of January 1, the starting date of the vacation period.

4. Vacations shall normally begin on Monday.

5. Vacation time may be used in the year it has been earned; however, any unused vacation may be carried forward into the next succeeding year only. Should circumstances warrant, this provision may be waived by the Business Administrator and the Police Director.

6. The vacation period shall be from the 1st day of January through the 31st day of December of the following year.
7. Vacations shall be scheduled by the Director. Vacation periods may be split if necessary for departmental efficiency. Where the efficiency of the department is not jeopardized, every effort shall be made to give at least two (2) weeks vacation during the ten (10) prime summer weeks commencing during the last week of June and ending during the first week of September, it being the intent of the parties to approximate as closely as possible in this provision the summer recess of the children in the Elizabeth School system.
8. Any employee of the department covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the day of retirement. It is understood and agreed that the retiring employee must give sufficient notice of retirement to enable him/her to use up accrued time off, or such time will be forfeited. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her widow(er) or his/her estate, shall receive the earned vacation pay on the same basis as an employee who is retiring.
9. The widow(er) or estate shall also receive earned pay for any accrued time that is owed to the employee as a result of accumulated, non-compensated overtime.

ARTICLE XXV

INSURANCE

1. All employees covered by this Agreement and eligible members of their families shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.

2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974:
 - (a) applies to all eligible present and future pensioners of the employer and their dependents.
 - (b) continues as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.
 - (c) provides for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.
 - (d) requires the local employer to pay the full cost of such premiums and Medicare charges.

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on twenty-five (25) years or more of service

credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. All employees covered by this Agreement and eligible members of their families will be covered by a Prescription Drug Plan. The premiums will be paid by the City.
5. All employees covered by this Agreement and eligible members of their families will be covered by a dental plan. The premiums will be paid by the City.
6. Any proposed change in the insurance program(s) sought or initiated by the City shall have as the condition precedent a sixty (60) day notice period given to the P.B.A. At the time of the initial notice of the intended change, the City shall supply the P.B.A. with full details of the proposed change including, but not limited to, the full insurance plan document and all materials necessary to fully evaluate the program. This provision shall not apply to proposed changes sought or initiated by the insurance carrier; in which case, the City shall provide notice to the PBA as soon as possible.
7. The City shall comply with all requirements set forth in the New Jersey Worker's Compensation Statute, N.J.S.A. 34:15-1 et seq., regarding medical treatment for on-the job injuries. (Refer also to Article XVIII, Injury Leave).
8. All other insurance benefits presently in effect shall be maintained throughout the period of this Agreement.

ARTICLE XXVI

INSURANCE AND LEGAL REPRESENTATION

1. The City and the bargaining unit agree to be bound by the mandatory provisions of N.J.S.A. 40:14-155 which reads as follows: Whenever a member or officer of a municipal police department or force 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 official duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on the complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he/she shall be reimbursed for the expense of his defense.

2. **ACTIONS:**

A. The City agrees to continue in full force and effect insurance coverage now provided by the City to benefit and cover employees, provided said coverage is available to the City.

B. The City agrees to provide employees with the necessary means for the defense of any action or legal proceeding, civil or criminal in nature arising out of and directly related to the lawful exercise of police powers in furtherance of his official duties. The City and President of the PBA will agree on the legal counsel retained for the members of the bargaining unit. "Necessary means for the defense of any action or legal proceeding" within the context of this subparagraph 2.b

of Article 27 of this contract shall mean, an outside attorney who, when selected, would owe exclusive allegiance to the member of the bargaining unit covered by this Agreement, free from municipal control, or, the services of an attorney of the employee's choosing, provided that said attorney and the City agree in advance as to the services to be rendered by said attorney and the costs thereof. Nothing herein shall preclude the member of the bargaining unit covered by this Agreement from retaining any attorney of his/her own selection to defend him/her against 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, but absent advance agreement between said attorney and the City, as to services to be rendered by said attorney and the costs thereof, said costs shall not be the responsibility of the City. In the event that a money judgement is rendered against a member of the bargaining unit covered by this Agreement as the result of the institution of any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in furtherance of his/her official duty, the City agrees to indemnify said member against judgment provided, however, that such indemnification shall be limited to a compensatory damage award and shall not include a punitive damage award.

- C. In the event of the award of a judgment against a member of the bargaining unit covered by this Agreement for punitive or exemplary damages, subject to the provisions of the preceding paragraph, the member may through his/her bargaining representative petition the City Council of the City of Elizabeth for indemnification for the payment of such punitive or exemplary damage judgment. The decision of City Council on the petition shall be final and non-appealable to any other forum. At

such hearing on such petition, the bargaining representative shall be entitled to present to City Council any information in support of his/her member's position which would justify payment of such punitive or exemplary damage judgment by the City.

- D. All insurance policies insuring members of the bargaining unit covered by this Agreement are public records on file with the City Clerk, and are subject to examination during normal business hours.
- E. To the extent that the provisions of the above clause are altered by a decision or decisions of the New Jersey Supreme Court after the effective date of this contract, said decision or decisions shall govern the practice between the parties with regard to legal representation covered by this clause.

3. Criminal, Quasi-Criminal and Disciplinary action commenced by the City.

- A. The City is not required to and will not provide a member of the bargaining unit covered by this Agreement with the necessary means for the defense of any disciplinary proceeding instituted against the member by the City.
- B. The City is not required to and will not provide a member of the bargaining unit covered by this Agreement with the necessary means for the defense of any criminal or quasi criminal proceeding instituted against that member as a result of a complaint on behalf of the City.
- C. Notwithstanding anything herein above contained to the contrary in subparagraphs A and B of paragraph 3 of this Article, in the event that any disciplinary proceeding instituted against the member of the bargaining unit covered by the Agreement, by the City as contemplated

within subparagraph B of paragraph 3 of this Article, is dismissed or finally determined in favor of that member, he/she shall be reimbursed for the expense of his/her defense.

4. This Article shall be interpreted in accordance with all applicable laws, and with all legal and ethical requirements concerning the provision of legal representation.

ARTICLE XXVII

EMPLOYEE'S RIGHTS DURING DEPARTMENTAL INVESTIGATIONS

1. During the course of their employment, members of the Police Department exercise a portion of the police powers of the municipality.
2. Inasmuch as police powers and duties involve interaction with the public, it is possible that complaints and questions about an officer's action may arise. A complaint or question may result in an internal investigation. An investigation will be conducted in an impartial and fair manner.
3. All complaints must be professionally, objectively and expeditiously investigated in order to insure a proper and just disposition.
4. Any officer who is the subject of an investigation will be notified immediately.
5. An officer who is the subject of any investigation will retain his or her constitutional rights as interpreted by the United States Supreme Court.
6. No officer will be required to submit to a polygraph test.
7. A police officer may be required to answer questions related to an investigation to the extent that those answers do not conflict with the officer's constitutional right against self-incrimination. Any questions asked must be narrowly and directly related to the performance of the officer's duties and the ongoing investigation. The officer's right against self-incrimination does not include the right to refuse to answer on the grounds that the officer's answer may reveal a

violation of a department policy, rule, or regulation that is not a criminal offense.

8. A police officer must, when so ordered, submit a report detailing his understanding and knowledge of the relevant facts surrounding the investigation. Failure to do so shall be considered an act of insubordination.
9. An officer has the right to have a collective bargaining representative or a personal representative present during any questioning and when preparing reports in connection with an investigation under this Article after the investigation has commenced.
10. Any questioning must be conducted in an orderly, non-threatening manner and must be of reasonable duration. The questioning shall be reasonable in length and shall include reasonable respites. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
11. The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations will be provided. If it is known that the member of the department is being interrogated as a witness only, he/she will be so informed at the initial contact.
12. Procedures shall be developed to limit the distribution of an employee's home address and telephone number.

ARTICLE XXVIII
NON DISCRIMINATION

1. The provisions of this Agreement shall be applied equally to all Employees without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation, perceived sexual orientation, disability, perceived disability, affectation or political affliction.

2. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

ARTICLE XXIX
RETENTION OF CIVIL RIGHTS

Employees shall retain all civil rights under New Jersey State law and federal laws, consistent with their authorities and responsibilities as Police Officers, provided however, this provision shall not be deemed to limit or modify the civil rights of such employees as private citizens.

ARTICLE XXX
PERSONNEL FILES

1. The City agrees to permit each employee full inspection and examination of his/her personnel file at least once during each calendar year upon written request by the employee. The inspection shall take place during the employee's off-duty hours and in a private location provided by the employer at reasonable hours during the day. The employer may require that such inspection and examination take place in the presence of the Director or his/her Designee, and the employee may, at his/her option, have a third party present during such inspection. Written requests for photocopies of documents in personnel files shall be submitted to the Personnel Commander and shall be honored by the City. The Director reserves the right to impose confidentiality requirements on certain documents.
2. In no circumstance shall the employee remove or destroy any document from the file.
3. An employee may file a written comment concerning any document in his/her file within fourteen (14) calendar days after his/her inspection of the file.
4. In the event charges are preferred against an officer, such officer or his/her counsel or, at the appointment of the officer, a representative of the PBA may have access to the contents of the file of the officer against whom charges are pending in order that said officer may properly prepare his/her defense to such charges even if this access exceeds the once yearly inspection described in paragraph 1 of this Article.

5. Prior to the entry of any critical or negative evaluation in the personnel file, the officer shall be notified of the proposed entry.

6. The contents of the personnel file shall be confidential.

7. Although the City agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection and without the employee's full knowledge.

ARTICLE XXXI
CLOTHING ALLOWANCE

1. All employees of the Police Department covered by this Agreement shall be entitled to an annual clothing allowance payable the second pay period in April, in accordance with the following schedule:

April 1994 - \$500.00

April 1995 - \$600.00

April 1996 - \$700.00

2. Employees shall be responsible for proper maintenance of all clothing purchased. Clothing shall not be used by the employees except during the performance of assigned departmental duties. Upon inspection of his/her commanding officer, if an employee's clothing or equipment is judged to be in need of replacement, he/she shall be obliged to replace it.
3. There shall be no change in uniform or uniform specifications during the contract period unless the City and the PBA agree to change in writing, with the initial cost to be borne by the City.
4. In order to receive the clothing allowance, an employee must be an active member on the date of issuance.

ARTICLE XXXII
CANINE OFFICERS

1. A monthly allowance of \$150.00 shall be provided to each Canine Officer.
2. Assignment and removal of assignment as a Canine Officer is the sole prerogative of the City, and assigned pay shall only be provided during the period of such assignment as authorized by the City.
3. No work time is to be used by an Officer to prepare or train for participation in canine demonstrations, or competitions except as scheduled and approved by the Director or his/her Designee. In the sole discretion of the Director or his/her Designee, Canine Officers may be scheduled to attend demonstrations or competitions. Time involved in demonstrations or competitions shall be the Officer's regular weekly duty hours and are subject to adjustment to meet circumstances at hand.

ARTICLE XXXIII

EDUCATION

1. Employees taking police-related courses shall be reimbursed for the cost of tuition or part thereof when approved in advance, in writing by the Director. Such approval will not be unreasonably withheld. Whatever funds are designated and available to reimburse employees for the expense of taking police-related courses shall be allocated to such employees by the Director after consultation and agreement with the PBA.
2. Every effort will be made to adjust an employee's schedule when necessary so that he/she may take advantage of available police related courses.
3. The taking of any such courses shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not satisfactorily and fully completed.

ARTICLE XXXIV
BULLETIN BOARDS

The Association shall have the use of an enclosed and locked bulletin board in Police Headquarters for the posting of notices relating to meetings and official business of the PBA only.

ARTICLE XXXV
DEFECTIVE VEHICLES

- A. It shall be responsibility of each Police Officer to immediately report any defective vehicle to his immediate superior.
- B. In the event appropriate City authorities determine that a vehicle is in an unsafe condition, said vehicle shall be removed from service and repaired.

ARTICLE XXXVI

WAGES

Annual salaries for covered employees shall be as follows:

Effective January 1, 1994 - 6% Increase

| | |
|-----------------------------|---------------------------|
| 1st 6 months of employment: | \$25,000 |
| 2nd 6 months of employment: | \$30,000 |
| 2nd year of employment: | \$34,000 |
| 3rd year of employment: | 35,058 + 2,103 = \$37,161 |
| 4th year of employment: | 36,703 + 2,202 = \$38,905 |
| 5th year of employment: | 38,347 + 2,301 = \$40,647 |
| 6th year of employment: | 39,995 + 2,400 = \$42,395 |
| 7th year of employment: | 41,637 + 2,498 = \$44,135 |

Effective January 1, 1995 - 6% Increase

| | |
|-----------------------------|---------------------------|
| 1st 6 months of employment: | \$26,500 |
| 2nd 6 months of employment: | \$31,800 |
| 2nd year of employment: | \$36,040 |
| 3rd year of employment: | 37,161 + 2,230 = \$39,391 |
| 4th year of employment: | 38,905 + 2,334 = \$41,239 |
| 5th year of employment: | 40,647 + 2,439 = \$43,086 |
| 6th year of employment: | 42,395 + 2,544 = \$44,939 |
| 7th year of employment: | 44,135 + 2,648 = \$46,783 |

Effective January 1, 1996 - 6% Increase

| | |
|-----------------------------|---------------------------|
| 1st 6 months of employment: | \$28,090 |
| 2nd 6 months of employment: | \$33,708 |
| 2nd year of employment: | \$38,202 |
| 3rd year of employment: | 39,391 + 2,363 = \$41,754 |
| 4th year of employment: | 41,239 + 2,474 = \$43,713 |
| 5th year of employment: | 43,086 + 2,585 = \$45,671 |
| 6th year of employment: | 44,939 + 2,696 = \$47,635 |
| 7th year of employment: | 46,783 + 2,806 = \$49,590 |

ARTICLE XXXVII

DETECTIVE

- A. In addition to the annual salaries set forth in Article XXXVI, employees assigned as Detectives are eligible for additional compensation in accordance with the following schedule:

Detective - First Grade

1994 - \$1600.00 per year.

1995 - \$1800.00 per year.

1996 - \$2100.00 per year.

Detective - Second Grade

1994 - \$1000.00 per year.

1995 - \$1200.00 per year.

1996 - \$1500.00 per year.

- B. Effective January 1, 1994, the detective grade formerly known as "silver badge" or "plainclothes" detective shall be referred to as "Detective-Second Grade", and the detective grade formerly known as "gold badge" shall be referred to as "Detective-First Grade". A single gold badge shall be utilized for both detective grades.
- C. In the event the City seeks to relieve a Police Officer of his or her Detective salary and/or badge, the Police Officer may file a grievance thereon.

ARTICLE XXXVIII
SEVERABILITY CLAUSE

In the event that any Article or portion of this Agreement is declared invalid by any court of competent jurisdiction, or is invalidated by the judicial determination of any court of competent jurisdiction, said Article or portion of this Agreement shall have no force or effect. However, the invalidity of any Article or portion of this Agreement shall not affect the validity of any remaining Articles or portions of this Agreement, same remaining in full force and effect for the duration of this contract. If a provision of this contract is deemed invalid, then the parties shall meet within a reasonable time to negotiate a provision to replace the provision declared invalid.

ARTICLE XXXIX

MAINTENANCE OF STANDARDS

All benefits and other terms and conditions of employment which are beneficial to employees shall be maintained at the highest standards existing on the date of commencement of collective negotiations leading to the execution of this Agreement.

ARTICLE XL

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining.

ARTICLE XLI

APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefore by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XLII

MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the Police Department the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the City. Accordingly, the City through its Police Director retains the following rights, except as specifically provided to the contrary in this Agreement, including, but not limited to selection and direction of the forces: to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement, to assign, promote, demote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, as provided for in N.J.S.A. 40A:14-143, or for other legitimate reasons to decide on the number and location of facilities, to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials, and to purchase services of others by contract or otherwise.

2. City-wide benefits granted during the life of this Agreement will include employees covered by this contract.

ARTICLE XLIII
TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 1994 through and including December 31, 1996. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than ninety (90) days prior to such expiration date.

CITY OF
ELIZABETH

| |
|--------------------------------------|
| APPROVED AS TO FORM <i>WRH</i> |
| PHYSICAL CONDITIONS |
| TERMS & CONDITIONS <i>WRH</i> |
| DESCRIPTION |

ATTEST:

Anthony R. Pillo

Anthony R. Pillo, City Clerk

Date: 1/4/94

CITY OF ELIZABETH, NEW JERSEY

J. Christian Bollwage
J. Christian Bollwage, Mayor

Date: 1-4-94

POLICEMEN'S BENEVOLENT
ASSOCIATION ELIZABETH
LOCAL NO. 4

Thomas J. Vetter
Thomas J. Vetter, President

William Capraun
William Capraun, Recording Secretary

Frank C. Durant
Frank C. Durant, Treasurer

