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Atlantic County

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AGREEMENT

11/79-12/31/80

AGREEMENT, dated the 21st day of June 1978,  
 by and between the City of Absecon, a Municipal Corporation  
 of the State of New Jersey, hereinafter referred to as the "City"  
 and the New Jersey Policemen's Benevolent Association, Inc.,  
 through its designated affiliate, Mainland Local Number Seven  
 Seven hereinafter referred to as "PBA #77".

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968, (N.J. Rev. Statute 34:11A et seq.) of the State of New Jersey to promote and insure harmonious relations; cooperation and understanding between the City and its employees, to provide for the resolution of legitimate grievances; to prescribe the rights and duties of the City and its employees, all in order that the public service shall be expedited and effectuated in the best interests of the Citizens of the City of Absecon, New-Jersey.

ARTICLE 2 - EMPLOYEE REPRESENTATIVE

2-1 Majority Representative: The City recognizes the Majority Representative of PBA #77 as the exclusive negotiating agent for all regularly appointed, full time police officers within the City of Absecon Police Department, excluding the Chief of Police hereinafter referred to as the "Employees".

THIS DOES NOT  
CIRCULATE

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The City and Employees agree that the Majority Representative of PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety or equipment, procedures for adjustments of disputes and grievances and all other related matters. The Majority Representative shall be appointed according to the procedure set forth in N.J. Revised Statutes 34:13A-5.1 et. seq. and shall have all the rights and privileges thereto.

2-2 Stewards: No more than one representative of PBA #77 shall be permitted time off to attend negotiating sessions and meetings of the PBA #77. A seventy-two hour notice must be given to the Shift Commander prior to time off being granted, also, when time off is granted it shall be without pay, unless the meeting is joint between the PBA #77 and the City of Absecon and then time off shall be granted without loss of pay.

### ARTICLE 3 - GRIEVANCE PROCEDURE

3-1 Definition: A grievance is any dispute between the parties concerning the application of interpretation of this Agreement or any Complaint by an Employee as to any action or non-action which violates any right arising from his or their employment.

No more than two Absecon City Employees, that are representatives of the PBA #77, shall be given time off with pay from their regular duties to attend grievance discussions between the PBA #77 and the City of Absecon. All grievances by an employee, and responses there to be by the City shall be

in writing within ten (10) working days of its occurrence or the knowledge of its occurrence, and then submitted to the Steward for processing. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation of PBA #77.

3-2 Procedure:

Step #1 - The Steward shall try to resolve the grievance in an informal manner through the chain of command. He shall start the grievance as high up in the chain of command as he deems necessary to resolve the grievance. This step should take no longer than five (5) working days.

Step #2 - If the grievance is not satisfactorily adjusted under the provisions of Step #1 above, it shall be submitted in writing to PBA #77, who shall except or reject said grievance within ten (10) working days of receipt.

Step #3 - If PBA #77 excepts said grievance it shall submit the grievance to the Chief of Police. The Chief of Police Must recommend a decision in writing within five (5) days of receipt of the grievance to the PBA #77.

Step #4 - If the Grievance is not satisfactorily adjusted under the provisions of Steps #2 and #3 above, the PBA #77 may appeal the grievance by written notice, which notice shall set forth the Union's position with respect to such grievance, to the Mayor of the City of Absecon within five days after discussions have been concluded under Step #3 above. If the grievance is not settled satisfactorily at this step the Mayor

shall submit to the PBA #77 in writing a final statement of his position. The case shall then be considered closed unless either party within fifteen days after the conclusions of discussions at this step initiates impartial binding arbitration proceedings as set forth in Step #5 below.

Step #5 - Any party initiating arbitration proceedings shall notify the Public Employment Relations Commission that they are entering into Arbitration proceedings and that a list of arbitrators be supplied as requested. If the City and the PBA #77 cannot agree to a satisfactory arbitrator within ten days after receipt of the list, the Commission shall be requested to select an arbitrator. The arbitrator shall hear the matter on the evidence and within meaning of the Agreement, he shall render an award in writing within 10 days after the conclusion of the hearing and his decision shall be final and binding on all parties. Each of the parties hereto shall bear the compensation and expenses of the members appointed by it on its behalf. The compensation and expenses of the Arbitrator and any other expenses of the Board of Arbitration shall be borne equally by the PBA #77 and the City of Absecon.

3-3 Extensions and Modifications: Time extensions involving the Grievance Procedure may be mutually agreed to by the City and the committee.

#### ARTICLE 4 - NON-DISCRIMINATION

The City and Employees both recognize that there shall

be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs, or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against an employee because of membership in, or legitimate activity on behalf of PBA #77, nor will the City encourage membership in any other association or union to do anything to interfere with the representation by the Majority Representative of PBA #77 as the exclusive bargaining agent of employees.

ARTICLE 5 - BULLETIN BOARD, DUES CHECKOFF

The City shall permit the use of bulletin boards, located in the Police Department headquarters, by PBA #77 for the posting of notices concerning PBA business and activities.

The City agrees, in accordance with the State Statutes, upon receipt of signed authorization cards from the employees, to deduct from the employees wages the amount of annual dues as prescribed by PBA #77, in equal installments by-weekly and to forward said amount to the Treasurer of PBA #77 on the first of each month.

This provision is open to adjustments with the City Treasurer as to policy, or procedure.

ARTICLE 6 - MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be offered by its employees; determine the standards of selection for employment; direct its employees; take disciplinary action; maintain the efficiency of it's operations,



determine the methods means and personnel by which its operations are to be conducted; determine content of job classifications, schedule hours; take necessary actions to carry out its mission to emergencies; exercise complete control and discretion over its organization and the technology of performing its work. Nothing in this article shall alter or relieve the City of any of its obligation undertaken by this Agreement.

ARTICLE 7 - POLICEMAN'S RIGHTS

7-1 PBA Affiliation: Pursuant to Chapter 303, Public Laws of 1968, the City agrees that every Policeman shall have the right freely, to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages, or any other term or condition of employment by reason of his membership in the PBA or its affiliates, or his participation in any of these activities, collective negotiations with the City, or his institution of any Grievance complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

7-2        Other Employment: Members shall be entitled to engage in any lawful activity and obtain any lawful work while off duty, providing same does not conflict with his responsibilities as a Police Officer.

7-3        Reports or Charges Against Employee: Employees shall be made aware of reports or charges against them, they shall not be compelled to make any verbal or written statement concerning the charges and they shall have the right to consult an attorney and/or the PBA at no expense to the City of Absecon. In addition employees shall not be suspended nor suffer loss of benefits until after a departmental hearing, unless, however, the superior officer in charge considers the suspension of the employee an immediate necessity for the safety of the public or the welfare of the department. In cases when the employee is suspended prior to a departmental hearing the superior officer shall within twenty-four (24) hours submit a written report explaining such action to the Chief of Police and Mayor of the City of Absecon. A copy of the report shall be made available to the employee or employees involved upon request.

7-4        Defense of an Officer: When the defense of an officer is required due to circumstance arising out of the responsibilities as an employee, other than disciplinary actions initiated by the City, the necessary defense shall be provided as specified in Title 40A:14-155 of the New Jersey State Statutes. In addition the City shall provide a list of at least five (5) attorneys and the employee or group of employees shall be given

the opportunity to select one (1) attorney for their defense.

ARTICLE 8 - HOLIDAYS

All employees covered by this Agreement shall receive eleven (11) paid holidays per year as follows:

New Years Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas  
Personal Holiday

Time off for holidays must be submitted to the sergeant of the shift for approval forty-eight (48) hours in advance of the day or days requested. If for some reason the request is not submitted forty-eight (48) hours in advance the sergeant may, at his discretion, grant the request. Employees may receive payment for holidays not taken during the calendar year because of Department responsibilities. Payment shall be computed at the daily rate of pay applicable at the time the holiday was earned and paid prior to the end of March 31 of the following year. Time off for holidays shall not be rescheduled because of sickness unless a superior is notified prior to midnight of when the time off is to begin.

Time off for holidays may be approved in advance of when they are earned, however, if because of leave of absence, suspension, termination of employment or any other reason it is known that the time off that has been taken will not be earned in the calendar year, reimbursement to the City of Absecon must be made. Reimbursement will be computed at the daily rate the employee was paid during the time off.

If by June first of the following year all efforts to grant requested time off for holidays earned the previous years have been exhausted, payment shall be made for unused holidays. In addition, every effort by the sergeant must be made to satisfy the Department's needs in cases of emergency prior to calling employees back to work from holiday time off.

#### ARTICLE 9 - VACATIONS

9-1 Eligibility: Employees shall be eligible for fifteen (15) vacation days the year in which one (1) year of service is completed. However, vacation time may not be taken until nine (9) months of service have been completed.

Employees shall be eligible for eighteen (18) vacation days the calendar year in which five (5) years of service will be completed.

Employees shall be eligible for twenty-one (21) vacations days the calendar year in which ten (10) years of service will be completed.

Employees shall be eligible for twenty-four (24) vacation days the calendar year in which fifteen (15) years of

service will be completed. For the purpose of this Agreement, Vacation Days are defined as days given off with pay that are normally scheduled to be worked.

9-2 Approval: The Chief of Police shall determine when there is a conflict of vacation giving priority to those employees with seniority. In addition every effort by the Chief of Police must be made to satisfy the needs of the Department in cases of Emergency prior to calling employees back to work from vacation time off.

Vacation requests must be submitted to the Chief of Police for approval may be taken at anytime during the year provided the Chief of Police has given prior approval.

#### ARTICLE 10 - LEAVES OF ABSENCE

10-1 Sick Leave: Sick leave is defined to mean absence from employment because of accident, illness, or restricted from duty by a licensed physician. A certificate from the attending physician is required as proof of illness after three (3) consecutive days sick leave.

Employees shall be permitted sick leave to attend a sick member of their immediate family. However, the sick leave shall not be permitted to extend into the next tour of the scheduled shift.

10-2 Accumulation: Employees covered by this Agreement shall be granted sick leave as defined above, with pay, for not less than one (1) working day for each month of service during the initial year of employment and shall receive twelve (12)

working days sick leave for each calendar year thereafter. If an employee requires more or only a portion of allowable sick leave for any calendar year the unused amount of leave shall accumulate from year to year and each employee shall be entitled to their accumulated sick leave with pay if and when required.

In cases of severe hardship as determined by the Chief of Police, and with the approval of the Mayor, unearned sick leave may be granted.

The City shall not require any of its employees covered by this Agreement, who may be disabled as a result of employment with the City, to utilize accumulated sick leave.

10-3 Pay Upon Termination: Upon an employees retirement, death, or honorable termination of employment after 19 years of service, said employee shall be compensated for accumulated sick leave computed on the daily rate of pay for the year immediately preceeding said termination and shall receive a full days pay for each day of accumulated sick leave. Any employee who is separated from service for cause arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave. It is further agreed that an Employee after completing 19 years of service may use accumulated sick leave for purposes of early retirement.

10-4 Funeral Leave: Employees covered by this Agreement shall be entitled to a special leave of absence with pay up to a maximum of three (3) working days in case of death within

the immediate family.

The term "Immediate Family", shall include only father, mother, step-parent, father/mother-in-law, grandparents, sister, brother, spouse, child or foster child of an Employee and relatives residing in his household.

The Chief of Police shall be notified by the employee of the need for leave as soon as it is practical. Additional leave, if required because of extenuating circumstances, may be granted with pay by the Chief of Police with the approval of the Mayor.

10-5 Injury Leave: Injury leave shall be granted with full pay to "employees" temporarily disabled through injury or illness arising as a result of and in the course of their respective employment. Said injury leave for temporary disability shall be governed by the Statutes of the State of New Jersey and particularly the workmen's compensation Statutes under Chapter 15 of Title 34 of the Revised Statutes. Said injury leave shall extend for the time period as set forth in said Statutes.

Any amount of salary or wages paid or payable to "employees" because of leave granted pursuant to Article 10-5 above shall be reduced by the amount of workmen's compensation award under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the same injury or illness requiring such leave. It is the intention of the "City" to supplement any temporary disability payments made

under workmen's compensation to "employees" so that said "employee" receives his full salary or wage. Upon the cessation of payment of temporary disability of the carrier to the "employee" the "City" supplemental payments will also cease the the "employee" will be expected to return to work.

10-6 PBA Leave for Meetings: The obligated Delegates of PBA #77 that are employed by the City, or their representatives shall be granted time off with pay for all regularly scheduled meetings of the PBA #77 when such meetings take place at a time when the employees involved are scheduled to work. No more than one (1) employee at a time will be given time off and a request for the time off must be submitted seventy-two (72) hours in advance. In cases of emergency the Chief of Police may deny the request for time off. Cases of emergency shall be determined by the Chief of Police.

10-7 Extended Leaves of Absences: Leaves of absence without pay may be granted for a period of up to but not to exceed six (6) months. However, there shall not be more than one employee on an extended leave of absence at the same time.

10-8 Training and Education Leave: For the purpose of improving professional qualifications each employee covered by this Agreement shall receive specialized or advanced law enforcement related training.

Dates and titles of advanced training courses shall be posted as they become available.

Employees shall be selected for advanced training



courses as they are requested, giving preference to the most senior employee. However, the course selected by an employee must be one that is related to the area of work the employee is assigned. Employees shall be limited to no more than one training course assignment a calendar year unless otherwise approved by the Chief of Police and/or the Mayor.

ARTICLE 11 - SALARY, LONGEVITY, OVERTIME

11-1 Salaries:

Lieutenant	\$15,422 per yr.
Sergeant	15,136 " "
Patrolman beginning 3rd. yr.	14,512 " "
Patrolman beginning 2nd. yr.	12,012 " "
Patrolman with less than one (1) full yr. but hired prior to January 1, 1979	10,108 " "
Patrolman with less than one (1) full yr. but hired January 1, 1979 or after	10,000 " "

11-2 Previous Service: Credit of up to and including three (3) years of previous service as a police officer shall be given to new hires that have successfully completed the required courses of study at an accredited police academy. Documentation of previous service shall be determined by the Chief of Police or Deputy Chief.

11-3 Work Week: For the purpose of this Agreement, "Work Week" shall be defined as six (6) consecutive eight (8) hours.

11-4 Overtime: For the purpose of this Agreement, overtime shall be defined as all hours worked in excess of the eight hour scheduled tour and all hours worked in excess of the (6th) scheduled tour in the work week.

A) Overtime shall be paid at the rate of one and one-half times the regular rate of pay.

and one-half times the regular rate of pay.

B) Overtime payments will not be made unless approved by the Chief of Police.

C) Overtime hours shall be reported in tenths (10th) of an hour as follows:

less than .3 hours (18 min.) - no payment  
.3 hours or more (18 min. or more) - payment  
will be made by multiplying the overtime  
reported by one and one-half the calculated  
hourly rate.

D) The hourly rate shall be calculated by dividing the annual salary, including longevity, but excluding college allowance, by 2190 hours.

E) Earned overtime payments shall be paid in the pay period following the pay period the overtime was earned unless otherwise requested by the employee in writing on a form to be provided by the City Clerk Administrator.

F) All Employees covered by this Agreement are eligible for overtime payments.

G) Employees scheduled to work, and work on any of the following holidays shall be paid four hours overtime.

NEW YEARS DAY, INDEPENDANCE DAY, THANKSGIVING  
DAY, CHRISTMAS DAY

H) Certain employees that are scheduled to work

four (4) consecutive nine (9) hour tours separated by at least two (2) tours off, shall receive overtime payments for all hours worked in excess of nine (9) hours a day and all hours worked in excess of the fourth (4th) scheduled day of the work week.

11-5 Stand-by-Time: Any employee placed on stand-by-time will be given two hours overtime. If this stand-by alert continues past eight hours then said employee will receive another two hours overtime at the start of each eight hour shift if the emergency continues past the original eight hours.

11-6 Compensatory Time Off: Compensatory time off may be given in lieu of overtime payments at the request of the employee and with the approval of the Chief of Police or Deputy Chief. Provided, however, that the compensatory time off is requested prior to the pay period the overtime payments are to be made.

11-7 Longevity: Each employee covered by this Agreement shall be paid in addition to and together with his/her annual base salary, additional compensation based upon the length of his/her service as fixed and determined according to the following schedule:

- (a) Upon completing five (5) years service, 2% of annual base salary.
- (b) Upon completing ten (10) years service, 3% of annual base salary.

- (c) Upon completing fifteen (15) years of service, 4% of annual base salary.
- (d) Longevity pay shall be applied on the basis of the employees anniversary date of employment and shall commence at the adjusted rate of pay on the payday immediately following said anniversary date. Current employees as January 1, 1977 shall receive the current longevity and in order to advance to higher step in longevity, the employee must successfully complete one credit hour per year, as defined in Article 11 to qualify for additional longevity steps. Police related courses given during the year, shall be credited toward longevity at the rate of 16 classroom hours equals one credit hour.

11-8 Minimum Call Out Allowance: Employees that are called into work while off duty, and work, shall receive a minimum allowance of three (3) hours pay.

ARTICLE 12 - ACTING OFFICER

Any employee who shall have been appointed to act for a senior officer in the absence of such senior officer and who shall have performed the duties thereof, for a continuous period of thirty (30) days shall, thereafter, be entitled to

compensation appropriate to such office for time so held. This section is effective January 1, 1977. This shall not apply for absences due to vacation or holidays.

ARTICLE 13 - COLLEGE INCENTIVE ALLOWANCE

13-1 Compensation: A college Incentive Allowance shall be paid to employees that have accumulated academic credits from an institution of Collegiate level. The credits accumulated must be accreditable towards an Associates or Bachelors Degree in Law Enforcement and shall be paid in accordance with the schedules as follows:

<u>Accumulated Credits</u>	<u>Annual Compensation</u>
15 credits	\$150.00
32 credits	\$300.00
64 credits	\$600.00
96 credits	\$900.00
128 credits	\$1,200.00

Compensation shall be continued from year to year and shall be paid in a lump sum on the first pay day in December.

New hires will not receive College Incentive Allowance for accumulated credits until the employee has completed twelve (12) months of service in the City of Absecon. Payment is to be prorated and begin with the first full month after the twelfth (12th) month service.

13-2 Tuition: The cost of tuition shall be paid by the City and the required books shall be provided from the City's Police library or, if necessary, purchased. All books provided by the City must be signed for by the employee and returned within sixty (60) days following the end of the semester.

If the books are not returned within the time specified, the City shall be reimbursed the value of those books not returned.

ARTICLE 14 - HOSPITALIZING INSURANCE

14-1 The City agrees to continue to provide New Jersey Blue Cross and Blue Shield with Rider "J" for all employees covered by this Agreement, at the City's expense. The City agrees to continue to provide Major Medical Insurance at the City's expense.

14-2 The City agrees to pay a premium not to exceed fourteen dollars (\$14.00) per month for single employees and eighteen dollars (\$18.00) per month for married employees to a group insurance plan selected by the PBA #77. Payments for employees covered by this Agreement that have at least one (1) year service as a full time Policeman with the City of Absecon shall begin as soon as possible after June 1, 1978.

ARTICLE 15 - STRIKES

PBA #77 and the employees assure and pledge to the City that their goals and purposes are such as to condone no strikes, work stoppages, sickouts, slowdowns, or any other method which would interfere with police service to the City and its citizens, or violate the Laws of the State of New Jersey or the Constitution of the United States. The PBA #77 and employees will not support any member of this organization acting contrary to this provision.

ARTICLE 16 - CLOTHING ALLOWANCE

16-1 Uniform Maintenance: Each employee covered by this

Agreement shall be paid an allowance for the cleaning and maintenance of his clothing and uniforms in the sum of \$200.00 annually. Said allowance shall be paid on the first payday in December. For employees with less than twelve (12) months of continuous service the \$200.00 shall be prorated to the number of full months of service completed the time payment is made. It is understood that this allowance is not intended to be used to purchase or replace clothing or uniforms.

16-2 Uniform Purchasing: Newly hired employees and employees with less than twelve (12) months of service are required to purchase their own uniforms. All other uniform personnell shall receive a credit of \$250.00 annually to purchase uniforms. The City also agrees to reimburse nonuniformed personnell for clothing up to \$250.00 per year. Reimbursement will not be made until the proper receipts have been presented. Beginning January 1, 1980 the credit of \$250.00 shall be increased to \$300.00.

Newly hired employees and employees with less than twelve (12) months of service shall be reimbursed the full price for the initial purchase of uniforms once they have completed twelve (12) months of continuous service and have presented the proper receipts. At the time of purchase the receipts may be filed with the City Clerk pending the completion of twelve (12) months of service.

The City also agrees to pay the difference of uniform prices if the City makes any major changes in the present uniform.

ARTICLE 17 - CONTINUATION OF BENEFITS NOT COVERED  
BY THIS AGREEMENT

All practices and conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, Ordinances and Rules and Regulations of the Police Department and any past or present benefits or privileges which are enjoyed by the employees covered by this Agreement, that have not been included in this contract, shall be continued.

ARTICLE 18 - SAVINGS CLAUSE

In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable State Law, such determination shall not impair the validity or enforcement of the remaining provisions of this Agreement.

In the event that any provision of this Agreement is contrary to an established City Ordinance, the provisions of this Agreement shall apply.

ARTICLE 19 - MISCELLANEOUS

19-1 Probationary Period: Employees covered by this Agreement shall not be eligible for benefits as provided in Article 10, 10-7 and Article 13 until they have completed at least twelve (12) months of continuous service with the Absecon Police Department.

19-2 Approving Authority: In the absence of the Mayor and or the Chief of Police a representative shall be appointed as the approving Authority.



ARTICLE 20 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 1979 until midnight, December 31, 1980.

The parties agree that Article 11 - Salary, Longevity, Overtime, and Article 14 - Hospitalization Insurance shall be re-opened on or about August 15, 1979 and for the sole purpose of negotiating possible additions and or changes for the 1980 contract year. The parties also agree that negotiations shall begin on or about August 15, 1980 for a successor Agreement and that the present Agreement shall remain in full force and effect until a successor Agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on the 23 day of Jan 1978

ATTEST:

By [Signature]  
City Clerk

By [Signature]  
Mayor

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

By [Signature]  
Majority Representative  
N.J. PBA Local #77

[Signature]  
Notary Public of New Jersey

By [Signature]  
Executive State Delegate  
N.J. State P.B.A.

JORIS E. PAUCIELLO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires MAY 13, 1982

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**Labor Relations**

JUN 24 1981

**RUTGERS UNIVERSITY**

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