

AGREEMENT

BETWEEN

CITY OF BURLINGTON

BURLINGTON COUNTY, NEW JERSEY

And The

SUPERIOR OFFICERS ASSOCIATION

Of The

BURLINGTON CITY

FRATERNAL ORDER OF POLICE LODGE #63

An Affiliate of

THE FRATERNAL ORDER OF POLICE

NEW JERSEY LABOR COUNCIL, INC.

JANUARY 1, 2012 – DECEMBER 31, 2016

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AGREEMENT

PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 2008 by and between CITY OF BURLINGTON, in the County of Burlington, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and Burlington City Police Superior Officers' Association an affiliate of The Fraternal Order of Police – New Jersey Labor Council, Inc., the duly appointed representative of a Unit composed of all supervisory police sergeants, lieutenants and captains of the City of Burlington, Police, as set forth in Article I, hereinafter called the FOP, or SOA, represents the complete and final understanding of all bargainable issues between the City and the F.O.P./S.O.A.

ARTICLE I

RECOGNITION

A. The City hereby recognizes the Burlington City Police Superior Officers' Association, an affiliate of The Fraternal Order of Police- New Jersey Labor Council, Inc. as the sole and exclusive negotiating agent and representative for all full-time supervisory police officers employed as sergeants, lieutenants, or captains in the Police Division, Department of Public Safety, of the City of Burlington.

B. The terms F.O.P., SOA employee, member, police officer and superior officer used herein, shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to plain clothes, but not patrol officers, patrol officers assigned as detectives, pedestrian traffic control officers or special law enforcement officers.

ARTICLE II

MUTUAL COOPERATION PLEDGE

A. The F.O.P./SOA hereby covenants and agrees that during the term of this agreement, neither the F.O.P./SOA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e.) the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties or employment) work stoppage, slowdown walkout or other illegal job action against the City. The F.O.P. /SOA agrees that such activity would constitute a material breach of this Agreement.

B. The F.O.P./SOA agrees that they will make every reasonable effort to prevent its members from participation in any strike, work stoppage, slowdown or other activity aforementioned, or support any such activity by any member or employee or group of employees of the City, and that the F.O.P./SOA publicly disavow such action and order all such employees who participate in such activities to cease and desist from same immediately and to return to work and such other steps as may be necessary under the circumstances to bring about compliance with the F.O.P./SOA order. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City or the F.O.P./SOA in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of a breach by the F.O.P./SOA or its members.

ARTICLE III

NON-DISCRIMINATION

A. The City and the F.O.P./SOA agree that there shall be no discrimination against any Police Officer because of race, creed, color, religion, sex, national origin or political affiliation and sexual orientation or affinity.

B. The City and the F.O.P./SOA agree that all police officers covered under this agreement have the right to join without fear of penalty or reprisal to join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the F.O.P./SOA against any officer because of the officer's membership, or non-membership, or activity or non-activity in the F.O.P./SOA.

ARTICLE IV

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations, as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Division. Advance notice of any changes thereto shall be given to the F.O.P./SOA

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law. The F.O.P./SOA shall be provided with a copy of the notice forwarded to the employee of their disciplinary hearing.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

7. The City reserves the right with regard to all other conditions of employment reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Division. However, any such change which effects the mandatorily negotiable terms and conditions of employment are subject to negotiations.

8. The City agrees to provide the F.O.P. with thirty (30) days prior notice of any proposed change to Rules and Regulations and provide copies of the proposed changes.

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

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

ARTICLE V

GRIEVANCE PROCEDURE

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

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

C. General Terms and Conditions

1. The term "grievance" is defined as an individual employee, the F.O.P. on behalf of the individual employee or group of employees from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the City, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. The appropriate F.O.P./SOA representatives shall determine if a grievance is meritorious and thus proceed to arbitration. This decision shall be conveyed to both the prospective grievant and the City Administrator.

3. The F.O.P./SOA shall advise the City of the membership of its standing Grievance Committee. A member of the Committee shall be

present at all levels of the formal procedure regardless of the individual grievant's preference.

4. With respect to FOP/SOA employee grievances, no grievance may proceed beyond Step One herein unless it constitutes controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement or administrative regulations relating thereto. Disputes concerning terms and conditions of employment controlled by statute incorporated by reference in this Agreement, either expressly or by operation of law shall not be processed beyond Step one herein.

D. STEP PROCEDURE

Time frames may be amended by mutual agreement on a case by case basis for the purpose of filing completed grievance documentation, or, making a determination. In all cases, however, reasonable notice of intent must be given to each party within the stated time frames that one shall be either filing a grievance or making a response. Failure of a grievant to meet any of the stipulated time lines shall constitute abandonment of the grievance, and failure of the City to meet any of the stipulated time lines shall constitute a denial of the grievance.

Step One: Any grievance, subject to the approval of the F.O.P./SOA as set forth in Section C(2) of this article, enters a written grievance on the mutually adopted form, to the members of the F.O.P./SOA Grievance Committee within five (5) working days of the occurrence.

Step Two: The F.O.P./SOA Grievance Committee shall meet and review the grievance with the grievant, within five (5) working days of the initial submission, to consider the circumstances of the grievance.

Step Three: If at Step Two it is determined to proceed further, a written Grievance will be submitted to the Chief of Police or his designated representative, who

may not be a member of the bargaining unit, within five (5) working days of Step Two decision to proceed, and shall not be more than fifteen (15) working days of the date of the occurrence. The Chief of Police and/or his designated representative shall provide written response within ten (10) working days of the receipt of the written grievance.

Step Four: If Step Three does not produce a mutually agreed to resolution, a written grievance shall be presented to the Business Administrator within five (5) working days of the Step Three decision. The presentation shall include all previous correspondence and materials related to the dispute. The Business Administrator shall give the grievant the opportunity to be heard within ten (10) working days of receipt of the grievance and will render a written decision within (10) working days of the hearing if said is requested or within twenty (20) working days of the receipt of the grievance if the hearing is waived by the grievant.

Step Five: If Step Four does not produce a mutually agreed to resolution, the F.O.P./SOA, subject to the approval of its Executive Board, shall submit the matter to arbitration through the New Jersey Public Employment Relations Commission (The PERC). The costs shall be borne equally by the parties. The selection of the arbitrator and the conduct of the proceedings shall be in accordance with PERC rules. The decision of the arbitrator shall be binding on the parties.

E. Upon prior notice to and authorization of the City, the designated F.O.P./SOA representatives shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive.

If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend the contracted time limits for processing the grievance at any Step in the grievance procedure.

ARTICLE VI

HOURS

A. The Chief of Police will be entitled to schedule work hours and from time to time modify such schedules. The Chief shall ask for input from the F.O.P./SOA. All fulltime, active duty members of the unit will be scheduled for at least two (2) three (3) day weekends off per month. Weekends shall be Friday, Saturday and Sunday and it shall be given every other weekend. The exception to this being when a unit member's rotation is changed.

1. The Shift schedule for the duration of this Agreement, but which is subject to the preceding discretion of the Chief of Police, shall contain the following two (2) week, eighty four (84) hour tour.

For all personnel assigned to patrol, the schedule shall be

a: 1st week-thirty-six (36) hours

b: 2nd week-forty eight (48) hours

c: Eighty four (84) hours-two (2) week tour-no overtime for extra four (4) hours.

For Superior Officers assigned as detective supervisors and all other personnel, the two (2) week, eighty four (84) hour tour shall be scheduled by the Chief of Police after consultation with the personnel involved.

B. Lunch & Physical Fitness. Each officer is allowed one (1) hour down time for lunch per shift, workload and staffing permitted, at a time approved by the shift commander. Each superior officer is allowed one (1) hour downtime for physical

fitness program per shift, workload and staffing permitted, at a time approved by the shift commander.

C. Individual assignments are subject to modification based on division workforce needs based upon emergency, illness, or other unanticipated events.

D. All unit members with at least fifteen (15) years of service will be given the opportunity to select their workweek.

E. Sick days, personal days and vacation days for unit members will be charged to such superior officer on a day for day basis.

ARTICLE VII

OVERTIME

A. Overtime shall consist of all hours worked in excess of normally scheduled hours for that particular day.

B. All employees covered by this Agreement shall be paid one and one-half (1 1/2) times their regular base rate of pay for all overtime hours worked.

C. If a superior officer is recalled to duty, he shall receive a minimum guarantee of four (4) hour's compensation at the overtime rate, so long as the recall is not contiguous with the regularly scheduled workday. The City shall retain the superior officer on duty for the minimum time period unless mutually agreed between the Officer and his/her Supervisor.

D. Overtime Rotation. The City shall distribute overtime on a rotating basis when calling in a superior officer for overtime under conditions specified herein. The rotation list shall be posted and available to all superior officers.

1. Overtime Rotation shall be used only in cases of shift need as determined by the Chief of Police. When the need exists the following criteria shall be used:

a. If the need exists in the rank of superior officer, then a superior officer of similar rank shall be called in according to the rotation list;

b. If a superior officer on the list refuses to accept the overtime, or is unavailable to respond, then the rotation list shall be noted and

the superior officer shall be counted for purposes of the rotation.
the next superior officer on list shall be called in order;

c. If all superior officers are called and no one has accepted, then the city may call in subordinate officers.

d. The City shall not, as a function of the rotation, be required to call in two lieutenants/sergeants onto one shift. Lieutenants shall be called in under this paragraph when there is a work force shortage and no other Lieutenant is on the shift.

e. An illustration of the Overtime Rotation: If a superior officer calling out sick produces a need on the shift, then another superior officer is called in for overtime. If a Lieutenant calling out sick produces a need on the shift, then a Lieutenant is called in.

E. In lieu of pay for attendance at court, every employee covered by this Agreement shall receive four (4) hours straight pay per month. Moneys due under this Section shall be paid to the employee in one (1) lump sum on the first pay period in November.

F. Compensatory time may be credited to the employee in lieu of being paid for overtime pay or holiday pay. All compensatory time earned must be used by June 1st and December 1st for the time accumulated during the prior six months. No more than two (2) days earned may be carried over into next six months. Any unused compensatory time, arising from overtime worked, will be paid to the officer at the normal one and one-half (1 1/2) overtime rate.

G. ADMINISTRATIVE OVERTIME: The City reserves the option to request an Officer to work Administrative Overtime. Administrative Overtime is defined as overtime worked in Non-Uniform duties, such as Departmental Meetings, Training or other administrative actions. Overtime compensation will be for only the hours worked in lieu of the mandatory hours specified in paragraph C of this Article.

H. There shall be no pyramiding of overtime payments. At no time will a superior officer receive more than two and one-half (2 1/2) times their hourly rate.

I. If an employee is assigned to overtime, the City has the right to cancel said overtime assignment up to one (1) hour before the overtime assigned is to commence without compensation entitlement. If the City cancels the overtime assignment within one (1) hour of the time the overtime assignment is to commence, the employee shall be entitled to four (4) hours compensation at the overtime rate.

ARTICLE VIII

EXCHANGE OF TOURS

A. The Chief of Police or his designated representative, at their sole discretion, may grant reasonable requests of employees to change tours of duty with other members of equal rank, provided the request is with the mutual consent of both employees concerned.

B. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would diminish the effectiveness of the Police Division or the efficiency of the operation.

C. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would entitle either employee to receive overtime.

ARTICLE IX

ACTING IN HIGHER RANK

A. Any employee assigned to serve in a higher rank shall be paid at the rate of pay applicable to the title for which assigned for the period so assigned.

B. When serving in a higher rank, no employee shall receive a lesser rate of pay than his present rate of pay. The rate of pay to be received shall be the starting rate for the higher rank to which the employee is assigned or, if the employee's present rate of pay is greater than the starting rate of pay for the higher rank to which the employee is assigned, then the employee shall receive the next rate of pay in the higher rank to which he is assigned which is greater than his present rate of pay.

C. When there is a need for an officer to act in a higher rank for a period of one (1) month or longer, seniority will prevail, unless the Chief of Police specifies a reason why seniority was by-passed.

ARTICLE X

SALARIES

A. Effective January 1, 2012 salary guide to be paid to the following superior officers shall be increased by 0% in 2012, 2% in 2013, 1.75% in 2014, 1.75% 2015 and 2% in 2016 as indicated below. All superior officers shall be paid bi-weekly.

SALARY GUIDE

SUPERIOR OFFICERS

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|-------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <u>Sergeants</u> | | | | | |
| Base | 67,610 | 68,962 | 70,168 | 71,395 | 72,822 |
| Step 1 | 70,797 | 72,212 | 73,475 | 74,760 | 76,255 |
| Step 2 | 74,133 | 75,615 | 76,938 | 78,284 | 79,849 |
| Step 3 | 77,625 | 79,177 | 80,562 | 81,971 | 83,610 |
| Step 4 | 81,283 | 82,908 | 84,358 | 85,834 | 87,550 |
| Step 5 | 85,115 | 86,817 | 88,336 | 89,881 | 91,678 |
| Step 6 | 89,123 | 90,905 | 92,495 | 94,113 | 95,995 |
| Step 7 | 93,324 | 95,190 | 96,855 | 98,549 | 100,519 |

Lieutenants

| | | | | | |
|---------------|---------------|----------------|----------------|----------------|----------------|
| Base | 72,496 | 73,945 | 75,239 | 76,555 | 78,086 |
| Step 1 | 76,340 | 77,866 | 79,228 | 80,614 | 82,226 |
| Step 2 | 80,184 | 81,787 | 83,218 | 84,674 | 86,367 |
| Step 3 | 84,029 | 85,709 | 87,208 | 88,734 | 90,508 |
| Step 4 | 87,873 | 89,630 | 91,198 | 92,793 | 94,648 |
| Step 5 | 91,717 | 93,551 | 95,188 | 96,853 | 98,790 |
| Step 6 | 95,560 | 97,471 | 99,176 | 100,911 | 102,929 |
| Step 7 | 99,405 | 101,393 | 103,167 | 104,972 | 107,071 |

A. Detective superior officers shall be paid a flat yearly standby premium of eight hundred dollars (\$800.00) per annum. The payment shall be made in one lump sum payment in the first pay period of November and shall be pro-rated for the number of weeks during the year that the unit member was assigned as detective supervisor. Standby premium shall compensate a detective for being available for duty during his/her time off. During the weekend (Friday evening through Monday 7 A.M.) the designated detective shall be available to respond, to either the police headquarters or the scene, at all times.

B. All positions not at the top Step (7) shall advance one step on the anniversary day of hire.

C. In the case of a promotion, the officer shall move to the step within the rank that is nearest to the current salary, then moves between the steps on the date of the anniversary day of hire.

D. The City shall have the authority to give credit on the salary schedule only for police officers hired with experience.

ARTICLE XI

LONGEVITY

- A. Each superior officer listed in Article I, shall be paid in addition to and together with his or her annual base salary additional compensation based upon the length of his or her service in the City of Burlington Police Division. Longevity shall begin when a superior officer attains his or her tenth year of service. The longevity amounts for all superior officers who attain ten years of service, fifteen years of service, twenty years of service and so on would be an additional 1.5% on top of their base pay for that step upon attaining the requisite number of years of service, meaning every five year increment commencing at the tenth year.

- B. Longevity pay shall be computed from the anniversary date of the officer's hiring by the City as a full-time officer with continuous service.

- C. Nothing herein shall be construed to adversely effect, or cause reduction in any superior police officer who previously attained any percentage longevity bonus under prior contracts. For example only, a superior officer who previously received a longevity increase under the prior contracts after five years of service shall receive an additional 1.5% increase in the event that superior officers were to attain their tenth year of service in the present contract, for a total longevity increase of 4% for this particular example.

ARTICLE XII

SHIFT DIFFERENTIAL

Unit members assigned to work any shift other than the day shift shall receive a shift differential of seventy cents (\$.70) per hour. The day shift shall be understood as the shift with the most scheduled work hours between 9:00 AM and 5:00 PM.

ARTICLE XIII

CLOTHING ALLOWANCE

A. The City agrees to provide all detective superior officers with an annual clothing allowance of One Thousand Dollars (\$1,000.00).

B. The City agrees to provide all bargaining unit members with an annual clothing maintenance allowance of Thirteen Hundred, Seventy Five Dollars (\$1,375.00).

C. The City agrees to distribute the above clothing allowance and clothing maintenance allowance in one (1) lump sum at the first pay period in November.

D. The City shall supply industrial type standard safety glasses, the cost of which will be borne by the City. The City will replace an employee's glasses if the prescription changes drastically and is great enough to warrant such a change. The City will repair or replace an employee's glasses if damaged in the line of duty. Otherwise, the City will not replace an employee's glasses more than once every two (2) years.

ARTICLE XIV

VACATIONS

A. All bargaining unit employees shall be entitled to a vacation according to the following schedule:

| <u>Years of Service</u> | <u>Vacation Days</u> |
|--|-----------------------------|
| 1-4 years service | 12 days vacation |
| 5-9 years service | 15 days vacation |
| 10-14 years service | 20 days vacation |
| 15-20 years service | 25 days vacation |
| Starting with the 21 st year of service | 30 days vacation |

Increases in vacation entitlement shall begin on January 1st, of the calendar year in which the employee's anniversary date falls, those being the fifth, tenth, fifteenth, and twenty-first anniversary dates.

B. Employees shall, at the sole discretion of the Public Safety Director upon the recommendation of the Chief of Police, be entitled to carry over all or any portion of his vacation time into the following year. However, vacation days may only be carried forward into the next succeeding year and shall not constitute time subject to retirement reimbursement. Employees shall only be entitled to vacation time compensation at retirement for their current year allocation on a pro-rated monthly basis at the base rate of pay in the year the retirement occurs. Requests to carry over vacation time must be in writing to the Public Safety Director, with a copy to the Chief of Police, no later than November 1st of each year before retirement, with all other annual vacation carry over approval being automatic at the conclusion of each year.

C. The Chief of Police shall prepare the vacation schedule after receiving the vacation requests from all employees covered by the bargaining unit desiring vacations for that year.

D. Upon permission of the Chief of Police, vacations can be taken in one half (1/2) working day periods.

E. Vacation requests must be given to the Chief of Police by an employee at least forty-eight (48) hours prior to the time in which the employee wishes to take a vacation. The forty-eight (48) hours prior notice requirement may be waived at the sole discretion of the Chief of Police.

ARTICLE XV

HOLIDAYS

A. An employee shall receive compensation for each of the following holidays:

- | | |
|-------------------------------|----------------------|
| New Years Day | General Election Day |
| Fourth of July | Good Friday |
| Martin Luther King's Birthday | Veteran's Day |
| Labor Day | Memorial Day |
| Abraham Lincoln's Birthday | Thanksgiving Day |
| Columbus Day | Christmas Day |
| George Washington's Birthday | |

B. All unit members who are scheduled and actually work a holiday or are called in to work a holiday, will receive time and one half (1 1/2) their base rate of pay for all hours actually worked in addition to straight time holiday pay for all hours actually worked, so long as the bargaining unit member works their normally scheduled shift prior to and immediately after the holiday. If a bargaining unit member fails to work due to sick leave either the scheduled calendar workday immediately prior to their normally scheduled calendar day immediately prior to or immediately after the holiday, they shall receive straight time pay for the holiday.

C. An additional holiday is to be the employee's birthday. This additional holiday must be taken during the two (2) week pay period in which it falls. If the employee chooses not to take his birthday, as an additional holiday, he shall receive an extra day's pay at straight time rates for all hours actually worked.

D. All unit members who are scheduled off on a holiday will receive an extra 8 hours pay for holiday pay.

ARTICLE XVI

PERSONAL DAYS

A. Three (3) days a year of leave may be used for business, personal, household or family matters described in this Article and shall be non-accumulative.

B. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside the work day.

C. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

ARTICLE XVII

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post of duty by a superior officer because of illness, exposure to contagious disease, or attendance by the officer to their immediate family who is ill requiring the care by such superior officer, and is supported by a physician's note specifying why the superior officer's attendance is necessary to care for the immediate family member.

B. Any superior officer who shall be absent from work for three (3) or more consecutive working days due to illness or leave and attendance of a member of the officer's immediate family shall be required to submit acceptable medical evidence substantiating the illness.

C. For sick leave due to exposure to contagious disease, a certificate from the treating physician shall be required.

D. Sick leave shall accrue for regular full-time superior officers at the rate of one and one-quarter (1 ¼) days per month and shall accumulate from year to year. Effective January 1st of the succeeding year, every full time unit member shall receive fifteen (15) days of sick leave.

E. If a superior officer is absent from work for reasons that entitle him to sick leave, the Chief of Police or his designated representative shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he is absent, except in case of emergency.

F. The City may, at its sole discretion and if it deems it necessary, require any employee to submit acceptable medical evidence substantiating any illness at any time,

provided the City informs the employee of its requirement no more than twenty four (24) hours after the superior officer notifies the City of their illness.

G. In the event of suspected sick leave abuse or the suspected influence or abuse of alcohol, or drugs, whether legal or illegal, any unit member can be required to take a physical at the Chief's discretion, which can contain, but is not limited to a blood test. A finding of being under the influence of alcohol or drugs, or abusing alcohol or drugs, or of abusing sick time constitutes just cause for discipline and/or rehabilitation.

ARTICLE XVIII

INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the City. At the City's option, the employee shall either surrender and deliver his entire salary payments or the City shall pay the difference.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than (1) year.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report by the end of the shift thereof to their immediate supervisor.

C. It is understood that the employee must file an injury report with their immediate supervisor so that the City may file the appropriate Worker's Compensation claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. 1. The employee shall be required to present evidence by a certificate of physician designated by the insurance carrier that he is unable to work, and the City may reasonably require the employee to present such certificate from time to time.

2. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

3. In the event the City appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the City appointed physician. Then the City and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the City and the employee: The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE XIX

F.O.P./SOA CONVENTION LEAVE

A. Time off for F.O.P./SOA business shall be provided as required by New Jersey Statute.

B. In addition to Paragraph A, the Lodge #63 shall be provided with forty-five (45) hours of time for the purpose of F.O.P./SOA meetings and business upon notice to the Chief of Police and arranged by mutual agreement.

ARTICLE XX

MILITARY LEAVE

A. Bargaining unit employees shall be granted military leave in accordance with New Jersey statutes.

ARTICLE XXI

BREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the superior officer shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed four (4) days.

B. Immediate family shall be defined to include mother, father, step-parent, sister, brother, spouse, child, parent of spouse, and step-children living in the home of the employee. The employee shall be entitled to bereavement leave for a mother or a stepmother, but only one, and shall be entitled to bereavement leave for the natural father or step father, but only one.

C. In the event of the death of grandmother, grandfather, or grandchild, the employee shall be entitled to the day of the funeral only without loss of pay.

D. Whenever an employee applies for bereavement leave under this Article, reasonable verification of the death may be required by the City.

ARTICLE XXII

BULLETIN BOARD

A. The F.O.P./SOA shall be granted permission to erect a bulletin board, at its own cost, for its exclusive use. The Director of Public Safety shall have the authority to remove any materials which would be offensive by reasonable standards. The location of the bulletin board shall be in area of general police personnel circulation.

ARTICLE XXIII

INSURANCE

A. The City agrees to continue to provide the present medical benefits, prescription plan and dental plan for all employees covered by this Agreement, at the City's expense, subject and subordinate to state laws recently enacted. In all instances, the City and F.O.P. Lodge #63 are required by law and agree to abide by New Jersey State Law with respect to employees contributions to all health medical, dental and prescription benefits. The City will institute a voluntary cafeteria plan for health insurance deductions for all employees covered by this agreement.

B. The City agrees to continue the present life insurance coverage under the Police and Fire Retirement System.

C. 1. Retiree Health Care Benefits

a. All employees hired before August 22, 2005: Upon retirement under the Police and Fire Retirement System, the City agrees to continue the present medical benefits, prescription and dental benefits provided by the Agreement at the City's expense for employee, spouse and eligible dependents until death of employee.(*see F below)

b. All employees hired after August 22, 2005: Upon retirement under the Police and Fire Retirement System, the City agrees to continue the present medical benefits, prescription and dental benefits provided by this Agreement to the individual employee at the City's expense, subject to any cost sharing as required by Law (*see F below). The city is not obligated to pay for spouse or dependent coverage.

3. Retirees shall be entitled to no greater coverage (i.e. family, parent/child, single) than receiving at the time of retirement. As a retiree's coverage is reduced after their retirement, said retiree shall be entitled to no greater coverage than this reduced coverage.(*see F below)

D. The City reserves the right to change insurance carriers or institute a self insurance plan, so long as the same or substantially similar benefits, coverage's and administration are provided. However, prior to any such change, the City must provide the F.O.P./SOA with sixty (60) days advance notice of such proposed change. This notice shall include the name of proposed carrier, the master contract for both the existing and proposed health care provider and the differences, if any, between the existing and proposed plans for the purpose of allowing the FOP/SOA to conduct an independent review and analysis.

E. The City agrees to continue the coverage outlined in Section A for the spouse and eligible dependents of any active employee who dies for a period of eighteen (18) months after said employee's death.

F. The City currently provides health and prescription insurance coverage from the State Health Benefits Plan. The parties recognize that the City, active employees, and retired employees are bound by changes made by the plan or by Law,including, but not limited to, increases and decreases in co-pay amounts and/or premium payments

ARTICLE XXIV

RETIREMENT

A. Unused Sick Leave Buy Back

1. For all unit members whose date of hire and continuous employment predates January 4, 1990, upon an employee retirement in accordance with the Police and Fireman's Pension Law, death or upon disability retirement, said employee shall be compensated for his accumulated unused sick leave at his daily rate of pay for the year immediately preceding said termination and shall receive full compensation for all unused sick leave. (*see D.below)

2. For all unit members whose date of hire and continuous employment postdates January 4, 1990, upon an employee retirement in accordance with Police and Fireman's Pension Law, death or upon disability retirement, said employee shall be compensated for his accumulated unused sick leave up to a maximum of one hundred (100) accumulated, unused sick days at his daily rate of pay for year immediately preceding said termination. (*see D.below)

B. Compensation paid at retirement will be calculated by dividing the annual salary by two hundred sixty (260) to derive the daily rate of pay. The two hundred and sixty (260) calculation is a function of multiplying twenty six (26) pay cycles times eighty (80) hours per pay cycle divided by the compensation cycle work day of eight (8) hours. This reflects the eighty (80) hour compensation cycle not the eighty four (84) hour work tour.

- C. Any employee who is separated from the City for cause arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave.
- D. It is understood by the parties that there is presently pending legislation in New Jersey which would require a cap on the amount of unused sick days payable upon retirement. The parties agree to abide by any legislation enacted by the State of New Jersey in this regard.

ARTICLE XXV

DUES DEDUCTION AND REPRESENTATION FEE

A. 1. The City agrees to deduct dues solely from the salaries of its employees who are subject to this Agreement on the behalf of the F.O.P./SOA, and also upon behalf of any other organization which would be recognized by the Public Employment Relations Commission as a certified bargaining agent and/or negotiating representative which represents any employees of the City of Burlington in such capacity. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:1415.9(e), as amended.

2. The City agrees said dues, together with statements and records of any corrections shall be transmitted to an office or location designated by the F.O.P./SOA in each of the twenty six (26) annual pay periods in which deductions are made.

B. 1. The City agrees to deduct dues, on behalf of the F.O.P./SOA, from the salaries of all other employees who are subject to this Agreement but are not members of the F.O.P., pursuant to N.J.S.A. 34:13A-5.5 et.seq.

2. The City agrees that said dues, together with statements and records of any corrections shall be transmitted to the office or location designated by the F.O.P./S.O.A in each of the twenty six (26) annual pay periods in which deductions are made.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the F.O.P. shall furnish to the City written notice prior to the effective date of such change and shall furnish to the City new authorization forms showing the authorized deductions for each employee or an official notification on the letterhead of the F.O.P. and signed by the President and Secretary of the F.O.P. Lodge #63 advised on such changed deduction.

D. The F.O.P./SOA will provide the necessary "check-off authorization" form and the F.O.P./SOA will secure the signatures of its members on the forms and deliver the signed forms to the City Administrator. The F.O.P./SOA shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reasons of actions taken by the City in reliance upon the official notification on the letterhead of the F.O.P./SOA and signed by the President and Secretary of the Union advising of such changed deduction.

ARTICLE XXVI

SERVICE RECORDS

A. Each Employee shall, during normal business hours of the City and the Chief's office, have the right of access to his/her personnel file.

B. The contents of personnel records shall be made available to the employee for inspection and review at any reasonable time during the regular business hours of the City. At their request, an employee shall be provided one copy of any document placed in the employee's file.

C. An employee shall have the right to inspect and review any official record relating to their performance as an employee that is kept or maintained by the City. The City shall provide an opportunity for the employee to respond in writing to any information which they disagree. Such responses shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent record.

D. The only other persons permitted to have access to the contents of any employee's personnel file, excluding background investigation and references from previous employers, are designated representatives and authorized staff of the City and representatives of the employee which have the employee's written authorization.

E. Materials placed in the employee's "disciplinary file" which are written reprimands more than two (2) years old shall not be kept in the personnel record, but in a separate confidential file, after its six (6) month-one (1) year expiration. These written reprimands and disciplinary actions with severe penalties more than five (5) years old, will not be considered for purposes of disciplinary actions, except as to those disciplinary actions which show patterns of similar misconduct and/or "progressive discipline" as defined in the Department's Rules and Regulations and Department Instructions.

F. Superior Officers shall be simultaneously notified in writing when anything other than of routine nature is placed in their personnel file. In this same regard, a copy of any disciplinary action or material related to job performance which is placed in an employee's personnel file shall be made available to the officer prior to or at the same time that it is placed in the personnel file. Furthermore, no citizen complaint shall be placed in an employee's personnel file unless the complaint is accompanying a specific disciplinary action related to the complaint.

ARTICLE XXVII

STANDARDS MAINTENANCE

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the date of this Agreement to superior officers covered by this Agreement as established by administrative procedures and practices in force on said date shall continue to be applicable during the terms of this Agreement.

B. Unless otherwise provided by this Agreement, nothing contained shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any superior officers.

ARTICLE XXVIII

FULLY BARGAINED AGREEMENT

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

ARTICLE XXIX

SAVING CLAUSE

A. Each clause of this Agreement shall be deemed separable from every other Clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any Federal or State Law, then in such event, such clause or clauses, only to the extent that any may be in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall be in full force and effect commencing January 1, 2012 and shall remain in effect to and including December 31, 2016. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one Hundred Fifty (150) days or no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Burlington, New Jersey on the _____ day of _____, 2011.

For the:

CITY OF BURLINGTON

F.O.P./SOA Lodge #63/F.O.P., N.J.L.C.



Mayor City of Burlington



F.O.P./SOA-Negotiations Team



Administrator



F.O.P./SOA-Negotiations Team

Cindy A. Cuivaro
Municipal Clerk

F.O.P. N.J. Labor Council