

A G R E E M E N T

between

THE CITY OF ABSECON

and

**NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION, INC.
MAINLAND LOCAL #77
(ABSECON)**

January 1, 2012 through December 31, 2015

Final Agreement – rev. 5/31/14

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AGREEMENT

This Agreement, dated _____, 2014, 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 #77, hereinafter referred to as “PBA Local No. 77”.

ARTICLE I

PURPOSE

- A. This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Revised Statute 34:12 A-5, et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the City and its employees, to provide for the resolution of legitimate grievances and 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 interest of the citizens of the City of Absecon, New Jersey.

- B. Whenever the term “he” or “his” is used in this Agreement, it shall refer to both male and female employees.

ARTICLE II
EMPLOYEE REPRESENTATIVE

A. MAJORITY REPRESENTATIVE

1. The City recognizes the majority representative, 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 and Deputy Chief of Police, hereinafter referred to as the “employees.”

2. The City and the 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, procedure for the adjustment of disputes and grievances and all other related matters as may be permitted by law.

3. The majority representative shall be appointed according to the procedure set forth in New Jersey Revised Statutes 31:13A-5.1 et. seq. and shall have all the rights and privileges thereto.

B. STEWARD

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 (72) 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.

C. **STEWARD ATTENDANCE AT PBA CONVENTION**

The Shop Steward shall receive release time with no loss of pay to attend the New Jersey State PBA Mini-Convention for a maximum of three days per year.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is any dispute between the parties concerning the application of/or interpretation of this Agreement or any complaint by any employee as to any action or non-action which violates any rights arising from his or their employment.
2. No more than two Absecon City employees that are representatives of the PBA #77 shall be given time off with pay from regular duties to attend grievance discussions between the PBA #77 and the City of Absecon.
3. All grievances by an employee and the responses thereto by the City shall be in writing and must be filed within ten (10) working days of its occurrence or the reasonable 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.

B. PROCEDURE

STEP ONE: 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 shall take no longer than five (5) working days. Working days are defined to be Monday through Friday excluding holidays.

STEP TWO: If the grievance is not satisfactory adjusted under the provisions of Step One above, it shall be submitted in writing to PBA #77 who shall accept or reject said grievance within ten (10) working days of receipt.

STEP THREE: If PBA #77 accepts said grievance it shall submit the grievance to the Chief of Police no later than fifteen (15) working days after receiving said grievance. The Chief of Police must recommend a decision in writing within five (5) working days of receipt of the grievance to the PBA #77. Failure to render a written decision at any step shall be considered a denial of the grievance.

STEP FOUR: If the grievance is not satisfactorily adjusted under the provisions of Step Two and Step Three 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 (5) working days after discussions have been concluded after Step Three above. If the grievance is not satisfactorily settled 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 (15) working days after conclusion of discussion at this step initiates impartial binding arbitration proceedings as set forth in Step Five below. Failure to render a written decision at any step shall be considered a denial of the grievance.

STEP FIVE: 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 (10) working 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 the meaning of the Agreement, he shall render an award in writing within ten (10) working 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 and the expense of the arbitrator and any other expense of the Arbitration shall be borne equally by the PBA #77 and the City of Absecon.

C. **EXTENSIONS AND MODIFICATIONS**

Time extensions involving the grievance procedure may be mutually agreed to in writing by the City and the Committee.

ARTICLE IV

NON DISCRIMINATION

A. The City and employees both recognize that there shall be no discrimination by reason of sex, creed, race or racial origin, color, national ancestry, age, marital status, civil union status, affectional or sexual orientation, familial status, disability, nationality, gender identity or expression, or any other classification protected by law with respect to employment, or opportunities for improvement of jobs, or as a condition of employment.

B. The City further agrees that it will not interfere with or discriminate against an employee because of membership in, or legitimate activities on behalf of PBA #77, nor will the City encourage membership in any other membership or union or do anything to interfere with the representation by the majority representative of PBA #77 as the exclusive bargaining agent of employees.

ARTICLE V
BULLETIN BOARD

The City shall permit the use of a bulletin board located in the police department Headquarters by the PBA #77 for the posting of notices concerning PBA business and activities.

ARTICLE VI
MANAGEMENT RIGHTS

- A. It is the right of the City to determine the standards of service to be offered by its employees; determine the standard for selection of employment; direct its employees; take disciplinary action; maintain the efficiency of its operation; 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 missions of emergency; exercise complete control and discretion over its organization and the technology of performing its work.

- B. Nothing in this Article shall alter or relieve the City of its obligations undertaken by this Agreement.

ARTICLE VII
POLICE OFFICER'S RIGHTS

A. 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 bargaining 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 police officer in the employment of any rights conferred by Chapter 303, or other law of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any police officer with respect to hours, wages or any other term or condition of employment by reason of his membership in the PBA 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 condition of employment.

B. 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.

C. REPORTS OR CHARGES AGAINST EMPLOYEES

1. 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.
2. In addition, employees shall not be suspended nor suffer the loss of benefits until after a departmental hearing, unless, however, the superior officer in charge considers the

suspension of an employee an immediate necessity for the safety of the public or the welfare of the Department.

3. In cases where 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.
4. Any interrogation of an employee regarding a charge against him/her as well as any departmental hearing may be taped if the employee so requests and the employee shall be entitled to a copy of said tape.

D. DEFENSE OF AN OFFICER

1. When the defense of an officer is required due to circumstances arising out of the responsibilities as an employee, other than disciplinary actions initiated by the City of Absecon, the necessary defense shall be provided as specified in Title 40A:14-155 of the New Jersey State Statutes.
2. In addition the City shall provide a list of at least ten (10) attorneys and the employee or group of employees shall be given the opportunity to select one (1) attorney for their defense. The attorneys on the list shall be competent in the area of suit so instituted. If the employee and the employer cannot agree on an attorney, the officer shall have the right to choose his own attorney at the rate of \$100.00 per hour. Any charges in excess of this rate shall be the responsibility of the officer(s) so charged.

ARTICLE VIII

HOLIDAYS

A. All employees covered by this Agreement shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
Labor Day	Memorial Day
Martin Luther King Day	Independence Day
Columbus Day	Christmas Day
President's Day	Personal Holiday
Veteran's Day	Personal Holiday
Good Friday	Personal Holiday

B. In addition, any other day or half had given to other City employees.

C. Time off for holidays must be submitted to the sergeant of the shift for approval 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 departmental responsibilities. Payment shall be computed at the daily rate of pay applicable at the time the holiday was earned and paid by separate check prior to February 28th 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 leaves 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 must be made. Reimbursement will be computed at the daily rate the employee was paid during the time off. If by June 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 case of an emergency prior to calling the employee back to work from the holiday time off.

ARTICLE IX
VACATIONS

A. ELIGIBILITY

1. During the first calendar year of employment, employees shall be eligible for up to ten (10) vacation days. Said days may be used immediately.
2. At the completion of the first calendar year of employment, employees shall be eligible for fifteen (15) vacation days, beginning the second (2) calendar year of service.
3. Employees shall be eligible for eighteen (18) vacation days the calendar year in which five (5) years of service will be completed.
4. Employees shall be eligible for twenty-one (21) vacations days the calendar year in which ten (10) years of service will be completed.
5. Employees shall be eligible for twenty-four (24) vacation days the calendar year in which fifteen (15) years of service will be completed.
6. All officers holding the rank of Sergeant or above, as of March 1, 2009, shall receive, regardless of when promoted, an additional two (2) vacation days per year in addition to the vacation days accrued based on years of service. Should an officer holding the rank of Sergeant as of March 1, 2009, be promoted to a higher rank at some future time, they will continue to receive an additional two (2) vacation days per year in addition to the vacation days accrued based on years of service.
After March 1, 2009, all officers promoted to the rank of Sergeant or above, shall receive an additional two (2) vacation days if promoted during the first six (6) months (January through June) of the year and one (1) additional day if promoted during the last six months (July through December) of the year. These two (2)

days shall be in addition annually to the vacation days accrued based on years of service.

7. For the purposes of this Agreement vacation days are defined as days given off with pay that are normally scheduled to work.

B. APPROVAL

1. 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 the employees back to work from vacation time off.
2. Vacation request must be submitted to the Chief of Police for approval and may be taken any time during the year provided the Chief of Police has given prior approval.

C. PAY FOR ACCUMULATED UNUSED VACATION TIME

1. Pay for an employee's accumulated unused vacation time upon severance of employment shall be capped at the dollar value of the amount of days as of December 31, 2001. All vacation time earned subsequent to December 31, 2001 will either be utilized by the employee within the year earned or the City will pay the employee for any unused vacation at the end of each calendar year. If the City determines it is unable to pay for such unused vacation time at the end of any one year and the vacation time is not utilized by the employee, the City has the option of allowing such time to be carried forward into the following year or later.
2. The City may at its option buy back up to a total maximum of ten (10) days of the accumulated vacation and /or holiday time each year from an employee's accumulated time as computed as of December 31, 2001. This option to buy back will not be in effect if the buy back results in a reduction of the total accumulated amount on the books to less than 50% of the amount on the books as of December 31, 2001. In

addition, should the City opt to buy back any days, it shall do so on a uniform basis from all employees eligible for the buy back. Nothing herein is to preclude an agreement between the City and an individual employee to allow the City to buy back more than ten (10) days if mutually agreeable between the employee and the City.

ARTICLE X
LEAVES OF ABSENCE

A. SICK LEAVE

1. Sick leave is hereby defined as absence from employment because of illness, or restricted from duty by a licensed physician.
2. A certificate from the attending physician is required as proof of illness after three (3) consecutive days of sick leave if the Chief has reasonable suspicion of abuse of sick leave by the employee. Should the Chief request a certificate for less than three (3) consecutive days and should the illness be verified by the employee's physician, the employee shall be reimbursed by the City for the applicable co-payment which is not otherwise covered by the employee's insurance plan for the physician's visit. It is understood that any dispute arising from the Chief's request for a physician's certificate for less than three (3) days is subject to the grievance procedure.
3. 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 schedule shift.

B. ACCUMULATION

1. Employees covered by this Agreement shall be granted sick leave as defined above, with pay for one (1) working day for each month of service during the initial year of employment and shall receive fifteen (15) working days sick leave for each calendar year thereafter. If an employee requires none or only a portion of such allowable sick leave for any calendar year, the unused amount of sick leave shall accumulate from year to year and each employee shall be entitled to their accumulated sick leave with pay if any when required.

2. In cases of severe hardship as determined by the Chief of Police and with approval of the Mayor, unearned sick leave may be granted. An employee shall reimburse the City for any used but unearned sick leave granted to the employee which the employee does not earn prior to termination of employment for any reason.
3. 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.

C. **PAY UPON TERMINATION**

1. Upon an employee's retirement, death or honorable termination of employment and the employee having ten (10) years of pensionable service upon hiring in 2000 and completing at least 15 years of service in Absecon or an employee hired after 2000 who completes at least 20 years of service with Absecon and having at least twenty-five (25) years of credit in the pension system, shall be compensated for accumulated sick leave at his per diem rate of pay as computed as follows:

a. **Employees Hired Prior to January 1, 2002**

Employees hired prior to January 1, 2002, will have their accumulated sick leave for which they will receive reimbursement capped at either \$50,000 or the amount and value thereof accumulated as of December 31, 2001, whichever is greater. The employee will continue to receive and accumulate unused sick leave each year, but will not be paid for such days upon termination, death or retirement commencing January 1, 2002.

b. **Employees Hired On or After January 1, 2002**

Employees hired on or after January 1, 2002, will be reimbursed for their accumulated sick leave based upon one (1) day's pay for every two (2) days accumulated up to a maximum of \$25,000.

c. **Employees Hired On or After July 1, 2012**

Employees hired on or after July 1, 2012, will be reimbursed for their accumulated sick leave based upon one (1) day's pay for every two (2) days accumulated up to a maximum of \$15,000.

2. Any employee separated from service for cause arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave.
3. At any time in the event of a permanent job-related disability, said employee shall either at the above points in time receive a full day's pay for each accumulated day of sick leave.

D. **FUNERAL LEAVE**

1. 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.
2. The term immediate family shall include only father, mother, step-parent, mother-in-law, father-in-law, grandparent, sister or brother, spouse, civil union partner, grand-child, step-child, child or foster child of an employee, or relatives residing in his or her household, or any other person residing in his household, but does not include persons residing on a rental basis.
3. In case of the death of an employee's spouse, civil union partner, parents, child or step-child, one extra working day off (a total of 4) will be provided.
4. The Chief of Police shall be notified by the employee of the need of 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.

E. INJURY LEAVE

Injury leave shall be granted with full pay to employees temporarily disabled through injury or illness as a result of and in the course of their respective employment. Such 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 this Section shall be reduced by the amount of workmen's compensation award under Chapter 15, Title 34 of the Revised Statutes made for disability because of the same injury nor illness requiring such leave. It is the intention of the City to supplement any temporary disability payment made under workmen's compensation to employees, so that said employee receives his full salary or wage. Upon the cessation of payments or temporary disability of the carrier to the employee the City supplemental payments will also cease and the employee shall be expected to return to work.

F. PBA LEAVE FOR MEETING

1. 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 PBA #77 when such meetings take place at a time when employees involved are scheduled to work.

2. No more than one (1) employee at a time will be given time off, and request for the time off must be submitted seventy-two (72) hours in advance. In case of emergency, it shall be determined by the Chief of Police.

G. EXTENDED LEAVES OF ABSENCE

Leaves of absence without pay may be granted for a period up to but not exceeding six (6) months, however, there shall not be more than one (1) employee on an extended leave of absence at the same time.

H. **TRAINING AND EDUCATIONAL LEAVE**

For the purposes of improving professional qualification, each employee covered by this Agreement may receive specialized or advanced law enforcement-related training. Dates and titles of advanced training courses shall be posted as they become available. However, the course selected by an employee must be one 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.

ARTICLE XI
SALARY, LONGEVITY, OVERTIME

A. ANNUAL SALARIES FOR EMPLOYEES FOR THE YEARS 2012, 2013, 2014 & 2015

	<u>2012</u> (0%)	<u>2013</u> (1%)	<u>2014</u> (1.5%)	<u>2015</u> (2%)
Step 1	\$44,000	\$44,440	\$45,107	\$46,009
Step 2	\$47,464	\$47,939	\$48,658	\$49,631
Step 3	\$51,500	\$52,015	\$52,795	\$53,851
Step 4	\$54,382	\$54,926	\$55,750	\$56,865
Step 5	\$57,082	\$57,653	\$58,518	\$59,688
Step 6	\$59,662	\$60,259	\$61,162	\$62,386
Step 7	\$62,362	\$62,986	\$63,930	\$65,209
Step 8	\$64,945	\$65,594	\$66,578	\$67,910
Step 9	\$67,545	\$68,220	\$69,244	\$70,629
Step 10	\$72,080	\$72,801	\$73,893	\$75,371
Step 11	\$74,980	\$75,730	\$76,866	\$78,403
Step 12	\$78,408	\$79,192	\$80,380	\$81,988
Sergeant	\$84,806	\$85,654	\$86,939	\$88,678
Lieutenant	\$88,200	\$89,082	\$90,418	\$92,227

SALARY STEP CONVERSION – 2011 - 2015

The following conversion guide will be used for placement on the 2012 Salary Schedule. Employees will advance one step in 2013 and in each subsequent year.

<u>2011 Base Step</u>		<u>2012 Step</u>
1	→	2
2	→	4
3	→	6
4	→	8
5	→	10
6	→	12

B. The City agrees to maintain the existing pay differential between the base salary of the ranks of Patrol Officer, Sergeant and Lieutenant. This differential is reflected in the above salary guide.

C. **PREVIOUS SERVICE**

Credit of up to and including thirty-six (36) months 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.

D. **WORK WEEK**

1. For the purpose of this Agreement, the “work week” shall be defined as an average of forty (40) hour work week with three (3) permanent shifts in the patrol bureau. Each work day for detectives shall be eight (8) hours long. Each work day for patrolmen shall be eight (8) hours and fifteen (15) minutes long. Each work day for sergeants shall be eight (8) hours and thirty (30) minutes long.

2. In addition each patrolman must attend six (6) training sessions of no more than eight (8) hours per year on his scheduled off duty time.
3. It shall be further agreed upon that no personnel shall be reassigned from shift to shift within the patrol bureau unless agreed upon by all parties involved. The only exception to this shall be in the case of manpower shortage, in which case the reassignment will last only as long as the shortage is in effect.
4. This section shall not limit management's rights to resign job functions.
5. The Chief has the discretion to place detectives on a 4-2 schedule.

E. OVERTIME

For the purpose of this Agreement overtime shall be defined as all hours worked in excess of the average forty (40) hour work week to which the employee is assigned.

1. Overtime shall be paid at the rate of one and one-half (1 ½) time the regular rate of pay.
2. Overtime payments will not be made unless approved by the Chief of Police.
3. Overtime shall be reported as follows:
 - a. Less than one quarter (¼) hours or more shall be credited to the closest one-half (½) hours. Payment will be made by multiplying the overtime reported by one and one-half (1½) the calculated hour rate.
4. The hourly rate shall be calculated by dividing the annual salary, including longevity and college allowance by 2080 hours.
5. 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 provided by the City Clerk/Administrator. If overtime is received once yearly it shall

be in a separate check from salary in the first pay in December and separate from the check for College Credits if any.

6. All employees covered by this Agreement are eligible for overtime payments.
7. Employees scheduled to work, and working on any of the following holiday shall be paid one (1) hour overtime for every two (2) hours worked:

New Year's Day	Independence Day	Labor Day
Thanksgiving Day	Columbus Day	President's Day
Christmas Day	Memorial Day	Good Friday
Veterans Day	Martin Luther King Day	

F. STANDBY TIME

Any employee placed on standby time will be given two (2) hours overtime. If this standby alert continues past eight (8) hours, then said employee will receive another two (2) hours overtime at the start of each eight (8) hour period if the standby continues past the original eight (8) hours. In the event standby is due to a court subpoena, the Chief of Police shall be notified as soon as possible.

G. 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, provided, however, that the compensatory time off is requested prior to the pay period the overtime payments are to be made. Compensatory time off shall be based on time and a half.

H. LONGEVITY

1. 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:

(5 and 10 year levels deleted)

- a. Upon completing fifteen (15) years of service, 5% of annual base salary.
 - b. Upon completing twenty (20) years of service, 6% of annual base salary.
 - c. Upon completing twenty-two (22) years of pensionable service credit, 10% of annual base salary.
2. Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjusted rate of pay on the payday immediately following said anniversary date.
 3. For employees hired on or before December 31, 2011, longevity for each employee shall be frozen for the term of this Agreement at the dollar value which each employee was entitled to receive as of December 31, 2011. In addition, for employees hired on or before July 1, 2012, longevity at the 5 and 10 year levels shall be eliminated from this Agreement and said employees shall be entitled to receive longevity at the completion of the 15th, 20th and 22nd year levels. Employees who were entitled to receive longevity at the 5 year (3% of annual base salary) or 10 year (4% of annual base salary) level as of January 1, 2012 shall continue to receive longevity frozen at that level for the term of this Agreement.

I. MINIMUM CALL OUT ALLOWANCE

Employees that are called in to work while off duty and work, shall receive a minimum of three (3) hours pay. The City shall not require an employee to remain on duty beyond the time required to complete the assignment he was called in for.

J. SPECIAL DETAILS, SALARY AND COVERAGE

1. Special details are defined as law enforcement-related duties specifically provided to a business, organization, corporation or group sanctioned by the Chief of Police and

performed voluntarily by the employee(s) for a fixed hourly rate and paid for by the business, organization, corporation or group directly to the City.

2. The City agrees that apart from their specifically assigned duties, any special details performed by its employees will include the following:
 - a. Complete coverage under Article X, Section E
 - b. Complete coverage under Article XIV.
 - c. Complete coverage under Article VII, Sections B and D.
 - d. Collecting the employee's wages earned at the hourly rate mutually agreed upon.
 - e. Processing said wages and making payment to the employee the first available pay period following the duty performed.

3. It is in the intent of Section J that all employees who work extra details shall be fully covered by the City as they would be working their regular duties for the City.

K. DETECTIVE COMPENSATION

Each officer below the rank of sergeant covered by this Agreement shall be paid in addition to and together with his or her annual base salary, additional compensation while acting as a Detective an amount equal to 4% of his or her base salary.

L. COURT TIME

Off duty employees that are required to attend court arising from their performance as a police officer shall receive a minimum of two (2) hours compensation at the overtime rate of pay or paid the overtime rate for all such time in attendance, whichever is greater.

ARTICE XII
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 an aggregate period of sixty (60) days within a calendar year shall, thereafter, be entitled to compensation appropriate to such officer for time so held.

ARTICLE XIII
COLLEGE INCENTIVE ALLOWANCE

A. COMPENSATION

1. A college incentive allowance shall be paid to employees that have accumulated academic credits from an institution of collegiate level. Effective January 1, 2002, in order to receive credit for courses taken and/or degrees earned subsequent to January 1, 2002, they must be offered from an institution that is accredited by a regional or state accreditation agency. The credits accumulated must be acceptable towards an Associate or Bachelors or Masters degree in law enforcement and shall be paid in accordance with the schedule as follows:

<u>ACCUMULATED CREDITS</u>	<u>ANNUAL COMPENSATION</u>
15 credits	\$ 175
32 credits	\$ 350
64 credits or Associates Degree	\$ 900
96 credits	\$ 1,000
Bachelors Degree	\$ 1,800
Masters Degree	\$ 2,500

Employees hired on or after July 1, 2012, shall not be entitled to compensation for accumulation of college credits or any other benefits under this section. This benefit shall remain unchanged for employees hired on or before June 30, 2012.

2. Compensation shall be continued from year to year and shall be paid in a lump sum on the first payday in December. Payment is to be prorated and begin with the first full month after the twelve (12) months of service. The separate check for college credits will be issued as per Article XI, Section E.

3. Employees hired after January 1, 1998, shall only be eligible to receive college incentive pay for 64 credits (if matriculated in BA/BS Program), or having an Associates, Bachelors or Master Degree.
4. Tuition for course paid by the City will only be paid after presentation of grades and receipts to the City by the employees.

B. TUITION

1. Employees who are matriculated in a degree program as of January 1, 2008 shall be permitted to continue that degree program and shall be referred to herein as (“grandfathered employees”). Tuition payment for grandfathered employees shall be set at the credit rate of the institution in which the grandfathered employee is currently matriculated. Grandfathered employees shall continue to receive these benefits (tuition, costs, and fees) so long as he continuously pursues the degree enrolled in as of January 1, 2009. The Chief of Police, in his sole discretion, shall determine whether the grandfathered employee may have a break in attendance and remain eligible pursuant to this paragraph. Grandfathered employees will only be grandfathered until they have completed the degree program enrolled in as of January 2009.
2. Effective January 1, 2009, any employee not currently in a degree program shall be eligible for tuition reimbursement subject to the following limitations:
 - Reimbursement shall not exceed the credit hour rate established by Rutgers, The State University of New Jersey;
 - a. Employees shall only be reimbursed for eight (8) credit hours annually; and
 - b. Employees shall only be reimbursed for credit hours when pursuing a course that pertains to the field of law enforcement. The Chief of Police shall have sole discretion to determine if the course is related to the field of law enforcement...
3. All books provided by the City must be signed for by the employees and returned within sixty (60) days following the end of the semester. If the books are not returned

with the time specified, the City shall be reimbursed the value of those books not returned.

4. Employees must obtain a “C” grade or its equivalent, or better, in all college courses for which the tuition and book costs have been paid by the City. Failure to obtain such grade will require the employee to reimburse the City for any tuition and /or book costs paid by the City.
5. If an employee is unable to complete a course because of an illness or injury, the employee shall not be required to reimburse the City for the cost of books and tuition. The employee shall furnish the City with the evidence of the illness or injury.
6. Employees hired on or after July 1, 2012, shall not be entitled to compensation for accumulation of college credits or any other benefits under this section. This benefit shall remain unchanged for employees hired on or before June 30, 2012.

ARTICLE XIV
HOSPITALIZATION INSURANCE

- A. The City agrees to provide health benefits as provided under the New Jersey State Health Benefits Plan as is established by statute for all employees covered under this Agreement at the City's expense. Effective January 1, 2012, all employees shall have deducted (pre-tax) via payroll deduction, such amount toward the payment of their health insurance coverage as may be required by New Jersey laws and regulations. All contributions shall be subject to the Federal Section 125 Plan. The City shall also continue to provide the optical, dental and prescription coverages was in place at the execution of this contract, which coverage shall also be subject to premium contributions by employees as required by law or regulations. Should the City exercise its right to substitute carriers as set forth in Paragraph B below, the co-payments shall remain as established by the New Jersey State Health Benefits Plan at the time the City exercises its option.
- B. The City reserves the right for each benefit plan to substitute carriers, providers and /or polices as long as the coverage provided is comparable. The City shall, at least fifteen (15) days prior to the effective date of any change, provide a schedule of benefits to the union. The union shall have the right to file a grievance if it feels that the new benefit plan is not comparable.
- C. The City shall continue to provide the then current medical benefits provided to bargaining units members, to the spouse and dependent children of any police officer killed in the line of duty.

¹The Section 125 Plan is administered by the City or their designee. This provision enables employees to complete a form, available through the Administrator's Office or as determined, to permit the City to take the health insurance contribution from the employee's gross pay (pre-tax) as opposed to taking it from their net pay (after -tax dollars)

ARTICLE XV
CLOTHING ALLOWANCE

- A. Each employee covered by the Agreement shall be paid a clothing allowance for the purchase, cleaning, and maintenance of his clothing, uniforms, and bullet proof vest in accordance with the rules, regulations and orders of the police department. Said allowances in the sum of \$1,200.00 annually will be paid the first regular work day in July. Employees not employed for the full year will receive a prorated amount.

- B. Commencing an employee's twenty-third (23rd) year of pensionable service credit, he shall no longer be eligible to receive the clothing allowance as per this Section A, above. This Paragraph shall be suspended during the term of this Agreement for any employee who commences his or her twenty-third (23rd) year of pensionable service credit during the term of this Agreement.

- C. Clothing allowance will be paid along with an employee's regular salary, including applicable deductions.

- D. Police related equipment that a police officer is required to wear will be repaired or replaced if damaged in the line of duty (normal wear and tear excluded)

ARTICLE XVI
CONTINUATION OF BENEFITS
NOT COVERED BY THIS AGREEMENT

All practices and conditions not covered by this Agreement shall continue to be covered, 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 XVII
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 XVIII
MISCELLANEOUS PROVISIONS

A. PROBATIONARY PERIOD

Employees covered by this Agreement shall not be eligible for benefits as provided in Article X, Section G and Article XIII until they have completed at least twelve (12) months of continuous service with the Absecon Police Department.

B. APPROVING AUTHORITY

In the absence of the Mayor and /or Chief or Police, a representative shall be appointed as the approving authority.

ARTICLE XIX

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, sick-outs, slowdowns or any other methods 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. PBA #77 and employees will not support any member of this organization acting contrary to this provision.

ARTICLE XX
DUES AND DEDUCTION AND AGENCY SHOP

- A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:199 15.9E, as amended.

- B. A check off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the city Treasurer during the month following the filing of such card with the City.

- C. The City agrees in accordance with state statutes upon receipt of signed authorization cards from the employee, to deduct from the employee's wages the amount of annual dues as prescribed by PBA #77, in equal installments biweekly and to forward said amount to the Treasurer of PBA #77 on the first of each month. This procedure is open to adjustment with the City Treasurer as to police procedure.

- D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deductions for each employee, or an official notification on the letterhead of the Association and signed by the president of the Association advising of such changed deduction.

- E. The Association will provide the necessary "check off" authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk

- F. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Clerk. The filing of notice of such withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9E as amended.
- G. The City agrees to deduct the fair share fee from earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.
- H. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- I. The fair share fee for services rendered shall be in an amount equal to the regular membership dues, initiation fees and assessment of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees, and assessment.
- J. The sum representing the fair share fee shall not reflect the cost of financial support of political causes for candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiation and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.
- K. Prior to January 1st and July 31st of each year, the Association shall provide advanced written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share of fee for services enumerated above.

- L. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than hold the fee in escrow pending resolution of appeal.

- M. The Association 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 reason of action taken by the City in reliance upon official notification on the letterhead of the Association and signed by the president of the Association, advising of such debt.

- N. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent they have received equal benefits. The Association is required under this Agreement to represent all of the employees and the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the City after it had satisfied itself that the Association is a proper majority representative.

- O. The signing of this Agreement shall be deemed as a certification by the union it is and will continue to be in full and complete compliance with all the standards concerning agency shop fees required by the U.S Supreme Court in Chicago Teachers Union v Hudson, 475 U.S. 292 (1986). Upon the City's receipt of any notice that the union is not in full compliance, the City shall be obligated to immediately cease collecting agency shop fees and will not begin to collect said fees again until officially advised by a court that the union is in compliance with the law.

ARTICLE XXI

FULLY BARGAINED CLAUSE

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXII
DONATED SICK POOL

- A. An employee shall be eligible to receive donated sick leave if the employee:
1. Has completed three (3) years of continuous service;
 2. Has exhausted all accrued sick time off; and
 3. Has not, in a two (2) year period immediately preceding the employee's request for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave and,
 4. Suffers from a serious health condition or injury;
- B. For purposes of this provision, a "serious health condition or injury" shall be defined as a catastrophic health condition or injury requiring the care of a physician who provided verification of the need for the employee's absence from work.
- C. An employee's decision to donate sick leave is strictly voluntary and subject to the following:
1. A leave donor may not donate sick leave more than ten (10) such days; day for day, no monetary value shall be placed on days.
 2. A leave donor shall have at least twenty (20) days of accrued sick leave before donating any sick leave.
 3. A leave donor shall not revoke the leave donation.
- D. Any employee receiving donated sick leave shall be subject to the following:
1. While using donated leave time, the leave recipient shall accrue sick leave and vacation/holidays and shall be entitled to retain such leave upon his/her return to work.
 2. Any unused donated leave time shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work.

3. Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days, which he had received through the leave donation program. All unused donated days shall be returned to the donors on a prorated basis.

ARTICLE XXIII
DURATION OF AGREEMENT

- A. This Agreement shall be four (4) years covering the period from January 1, 2012, and shall through December 31, 2015.

- B. The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

By this agreement, the parties state their intent and in witness whereof, the parties hereto have hereunto set their hands at the City of Absecon, County of Atlantic, New Jersey on this


5th day of June, 2014

CITY OF ABSECON:

By: 
JOHN ARMSTRONG
Mayor

By: _____
THOMAS HENSHAW
City Administrator

MAINLAND PBA LOCAL #77 (ABSECON)

By:  6/3/14
RAY THERIAULT
PBA President

By:  6/4/14
KEVIN CRAIG
PBA Shop Steward

PBA Committee Persons:

Kevin Craig
Chris Cavilier
Leigh Gadd
Dan Gleason
Paulo Imberti
James Laughlin
Mica O'Hara