

**AGREEMENT**  
**BETWEEN**  
**CITY OF MARGATE CITY**  
**AND**  
**POLICEMEN'S BENEVOLENT ASSOCIATION**  
**LOCAL NO. 65**

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**January 1, 2005 through December 31, 2007**

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Final Agreement – 11/28/05

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## **AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF MARGATE CITY, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, (hereinafter called the “City”), and THE NEW JERSEY POLICEMEN’S BENEVOLENT ASSOCIATION, LOCAL NO. 65, duly appointed representative of the Police Department of the City of Margate City, (hereinafter called the “Association”).

## **PURPOSE**

This Agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1974 (N.J.S.A. 34:13a-5.1 et. seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation, and understanding between the City and Employees; to prescribe the rights and duties of the City and Employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Margate City.

**ARTICLE I**  
**RECOGNITION**

A. The City hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all full-time Patrolmen, Sergeants, Lieutenants, and plainclothes Officers of any rank employed in the City of Margate City Police Department, but excluding all other personnel employed in the City of Margate City Police Department and all other City employees.

B. The title "Policeman" "Police Officer" and/or "Employee" shall be used interchangeable and shall be defined to include the plural as well as the singular and to include males and females, uniformed members and uniformed members assigned to plain clothes, but not Crossing Guards.

**ARTICLE II**  
**GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which 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 Department.
- C. 1. With regard to Employees, the term “grievance” as used herein means an appeal by an individual Employee or the Association on behalf of an individual Employee or group of Employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
2. With respect to Employee grievances, no grievance may proceed beyond Step Two herein unless it constitutes a 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 statutes incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Two herein.
3. Disciplinary grievances resulting in penalties of less than six (6) days of suspension, or equivalent fine, or any lesser penalty shall be subject to this grievance procedure. Disciplinary grievances arising under this Section shall commence at Step Two.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual written consent:

STEP ONE: The aggrieved or the Association shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, then an earnest effort shall be made to settle the differences between the aggrieved Employee and the Chief of Police or any representative designated by him for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within seven (7) calendar days of the initial discussion with the Chief of Police, the Employee or the Association may present the grievance in writing within seven (7) calendar days thereafter to the Commissioner of Public Safety or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the Grievant. The Commissioner of Public Safety or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance or schedule a hearing or both.

STEP THREE: If the grievance is not settled through Step One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.



E. 1. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Director of Public Safety the designated Association 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, with out loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Margate City Police Department or require the recall of off-duty Employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been 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 thereunder, 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 or contract the time limits for processing the grievance at any step in the Grievance Procedure.

H. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Director of Public Safety on the grievance. In the event the Grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the Grievant or the Association.

### **ARTICLE III**

#### **NON-DISCRIMINATION**

- A. The City and the Association agree that there shall be no discrimination against any Police Officer because of race, creed, color, religion, sex, national origin or political affiliation.
- B. The City and the Association agree that all Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the Association against any Officer because of the Officer's membership or non-membership or activity or non-activity in the Association.
- C. Employees covered under this Agreement hereby waive all statutory claims arising out of the employment relationship or its termination (e.g., workplace discrimination claims) and agree to Arbitration as the sole method for resolution of such claims. Specifics relating to the Arbitrator and the parties' responsibilities to such Arbitration shall be the same as outlined under the Grievance Procedure contained in Article II of this Agreement.

**ARTICLE IV**

**BULLETIN BOARD**

A. The Association shall have the use of the bulletin board located in the Police Department Headquarters for the posting of notices relating to meetings and official business of the Association only.

B. Only material authorized by the signature of the Association President, Steward or alternate shall be permitted to be posted on said bulletin board. Any unauthorized material may be removed by the Chief of Police.

**ARTICLE V**  
**MANAGEMENT RIGHTS**

A. The City of Margate 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.
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 Department after advance notice thereof to Employees to require compliance by the Employees is recognized.

4. To hire all Employees, and subject to the provisions of law, 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.

B. The exercise of the forgoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be 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, or any other national, state, county or local laws or regulations.

**ARTICLE VI**

**STRIKES**

- A. The Association and Employees assure and pledge to the City that their goals and purposes are such as to permit no strikes by Employees, no work stoppages, slow-downs or any other such method which would interfere with services to the public or violate the constitution and laws of the State of New Jersey.
  
- B. The Association and Employees will not permit such activities nor advocate or encourage other Employees to initiate the same.
  
- C. The Association and Employees will not support anyone acting contrary to this Article.

## ARTICLE VII

### HOLIDAYS

A. All Employees covered by this Agreement shall receive the following twelve (12) holidays:

- (1) NEW YEAR'S DAY
- (2) MARTIN LUTHER KING DAY
- (3) PRESIDENT'S DAY (Celebrate 3rd Monday of February)
- (4) GOOD FRIDAY
- (5) EASTER SUNDAY
- (6) MEMORIAL DAY
- (7) FOURTH OF JULY
- (8) LABOR DAY
- (9) COLUMBUS DAY
- (10) VETERAN'S DAY
- (11) THANKSGIVING DAY
- (12) CHRISTMAS DAY

Effective January 1, 1992 all employees covered by this Agreement shall receive 13 annual holidays.

B. If an Employee is required to work on any of the above named holidays or if any of the above-named holidays fall on a day on which an Employee would normally be off and the Employee does not work on that day, such Employee shall receive, in addition to his regularly accumulated vacation time, one (1) extra day vacation time for each holiday so worked or on which he is regularly off and does not work. An Employee at his option may be paid for up to



five (5) of the holidays in lieu of vacation time. The payment for holidays worked shall be computed at straight time daily rate of pay including longevity.

C. The effect of this Article is to give all Employees, in addition to two (2) days off each week of the year and in addition to their regular vacation time, an additional thirteen (13) days off per year.

## **ARTICLE VIII**

### **VACATIONS**

- A. A Patrolman in his first (1st) fiscal year of service shall be entitled to one (1) working day's vacation for each month of service. During his second (2nd) fiscal year of service, he shall receive two (2) working days vacation for each month of service up to December 31 of that calendar year. Thereafter he shall be entitled to a full vacation. Vacations shall be assigned according to policy.
- B. All Patrolmen, except those mentioned in Section A above shall be entitled to twenty-four (24) actual working days paid vacation.
- C. Vacation leave for Patrolmen hired after January 1, 1999 shall be:
- a. Up to one (1) year of service, one (1) working day for each month of employment;
  - b. Beginning the second (2<sup>nd</sup>) year and through the fourth (4<sup>th</sup>) year of continuous service, fifteen (15) working days;
  - c. Beginning the fifth (5<sup>th</sup>) year through the seventh (7<sup>th</sup>) year of continuous service, eighteen (18) working days;
  - d. Beginning the eighth (8<sup>th</sup>) year through the tenth (10<sup>th</sup>) year of continuous service, twenty-one (21) working days;
  - e. Beginning the eleventh (11<sup>th</sup>) year of continuous service, twenty-four (24) working days.

- D. All Sergeants shall be entitled to twenty-six (26) actual working days paid vacation.
- E. All Lieutenants shall be entitled to twenty-eight (28) actual working days paid vacation.
- F. It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation days.
- G. If an Employee is permitted to but does not use his vacation time (including thirteen (13) days granted as compensating time for holidays described in Article VII) during the year in which earned, he will lose the days not used. If, however, an Employee is not permitted to use his vacation days (including thirteen (13) days granted as compensation time for holidays described in Article VII), during the year in which earned, he shall then be paid for each of such days so unused. The pay for such unused days shall be computed at the straight time daily rate of pay, including longevity for the year in which earned, based upon a five (5) day work week, fifty-two (52) week year.
- H. It is each Employee's responsibility to see that his vacation is planned well in advance of year end so that he will not have any unused days.
- I. In order for an Employee to qualify to be paid for unused vacation days the following procedure must be followed:

1. The calendar is to be posted and Employees (in order of seniority) will mark off vacation days planned for the current year. This procedure is to be completed before January 31st of each year.
  
2. If the days selected are unsatisfactory, in the determination of the Supervisor, then the Supervisor shall give the Employee alternate days, which days must be accepted by the Employee.
  
3. If the Supervisor cannot give the Employee alternate days, he is to notify the Employee who must then write a memorandum to the City notifying the City of the Employee's intent to claim to be paid for such unused vacation days. This memorandum must be received by the City prior to November 1st of each year.
  
4. If Steps 1, 2, and 3 are complied with and the Employee does not in fact use his days earned and so rejected during each year, he shall be paid for same during January of the following year.

**ARTICLE IX**

**SICK LEAVE**

A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.
  
2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a reasonable period of necessary attendance upon a member of his immediate family seriously ill and requiring the care of such employee. For the purpose of these rules, “member of immediate family” is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relative of the employee residing in employee’s household.

B. Amount of Sick Leave.

1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year-to-year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason

during the calendar year shall reimburse the Employer for paid sick days used in excess of his or her pro-rated and accumulated entitlement.

2. Paid sick days shall not accrue during a leave of absence without pay or suspension.

3. Sick Leave Credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

C. Reporting of Absence of Sick Leave.

1. If an employee is absent for reasons that entitle him/her to sick leave, the employee must call and personally advise the supervisor on duty of their condition no later than two (2) hours before the start of their next scheduled tour of duty, except in the case of an emergency. If the employee is unable to call, a relative or other responsible person may do so. In addition, the procedures set forth in Standard Operating Procedure 90-51 shall be followed.

a. Failure to so notify the supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

2. Verification of Sick Leave.

The City requires proof of illness under circumstances set forth in Standard Operating Procedure 90-51. Abuse of sick leave shall be cause for disciplinary action. The City may adopt such other sick leave verification procedures as are permitted by law. In cases where an illness is of extended duration, the employee must submit acceptable medical evidence after each thirty (30) days of the illness substantiating the illness and setting forth an estimated date of return to duty.

3. Fitness for Duty Examination

a. In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

b. The City may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing the essential functions of a Police Officer and that his/her return to work will not jeopardize the health or safety of the employee or other employees.

D. Sick Leave Incentive

1. An employee who has reported to work as scheduled for all of his/her shifts from January 1 to June 30 shall be eligible for a single payment of \$400 each calendar year. If the

employee fails to report to work for one scheduled shift during this timeframe due to the use of a sick day, he/she is eligible for a single payment of \$300 each calendar year.

2. An employee who has reported to work as scheduled for all of his/her shifts from July 1 to December 31 shall be eligible for a single payment of \$600 each calendar year. If the employee fails to report to work for one scheduled shift during this timeframe due to the use of a sick day, he/she is eligible for a single payment of \$500 each calendar year.

3. Any employee using more than one (1) sick day in either time frame set forth above shall render that employee ineligible for any payments pursuant to this Section.

4. All payments pursuant to this Section shall be made during second payment in January in the calendar year following eligibility.

5. Payments pursuant to this Section shall not be included in over time calculations.



**ARTICLE X**  
**FUNERAL LEAVE**

A. In the event of death in the Police Officer's immediate family, the Officer shall be granted time off without loss of pay, from the day of death, but in no event to exceed three (3) working days. Such days shall be utilized within twenty (20) days of the date of death.

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

C. In the event of the death of an Aunt, Uncle, Niece or Nephew of the employee or the employee's spouse, bereavement leave shall be granted for the day of the funeral.

D. Funeral leave may be extended beyond the three (3) working days period at the sole discretion of the Director of Public Safety or his designated representative.

E. The above shall not constitute sick leave and shall not be deducted from the Officer's annual sick leave.

**ARTICLE XI**  
**INJURY LEAVE**

A. The City shall provide Injury Leave consistent with NJSA 40A:14-137.

If an employee is incapacitated and unable to work because of an injury sustained in the performance of his police duties, as evidenced by a Certificate of a City designated physician or other doctor acceptable to the City, he/she shall be granted in addition to his annual sick leave with pay or any accumulations thereof, Injury Leave with full pay for a period of three hundred sixty five (365) days or so much thereof as may be required, as evidenced by Certificate of a City designated or accepted physician, but not longer than a period of which worker's compensation payments are allowed.

If at the end of such three hundred sixty five (365) day period the employee is unable to return to duty, a Certificate from the City designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined payments and sick leave and allowance will approximate the employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any employee on Injury Leave is paid by the City of Margate, any workers compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City of Margate by the insurance carrier or the employee.

In cases where an injury causes leave of extended duration, the employee must submit acceptable medical evidence after each thirty (30) days of the Injury Leave substantiating the need for continued Injury Leave and setting forth an estimated date of return to duty.

Whenever the City designated physician or physician acceptable to the City shall report in writing that the employee is fit for duty, such Injury Leave shall terminate and such employee shall forthwith report for duty. The City may require an employee who has been absent because of Injury Leave, as a condition of his return to work, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing the essential functions of a Police Officer and that his return to work will not jeopardize the health or safety of the employee or other employees.

Furthermore, if an employee during the period of his/her Injury Leave is fit to perform “other” light duties, the City may, at its discretion, allow or require such employee to perform these light duties. The employee’s ability to perform such light duties shall be determined by a City designated physician or other physician acceptable to the City.

Employees on job related Injury Leave and authorized to return from said Injury Leave on light duty are required to report same to the Chief of Police.

B. The disability, to be eligible for Injury Leave, must be due to an injury or illness resulting from the employment.

1. Injuries or illnesses which would have occurred but for a specific work related accident or condition of employment are compensable.

2. Preexisting illnesses, diseases and conditions aggravated by a work related accident or condition of employment are not compensable when such aggravation was reasonably foreseeable.

3. Illnesses which are generally not caused by a specific work related accident or condition of employment, are not compensable except when the claim is supported by medical documentation that clearly establishes the injury or illness is work related.
  
4. Progressive, degenerative or repetitive motion disorders, such as asbestosis or carpal tunnel syndrome, are compensable only when the claim is supported by medical documentation clearly establishing that the disorder would not have occurred but for the performance of specific work duties.
  
5. Psychological or psychiatric illness is not compensable, except when such illness can be traced to a specific work related accident or occurrence which traumatized the employee thereby causing the illness, and the claim is supported by medical documentation.
  
6. An injury or illness is not compensable when the appointing authority has established that the employee has been grossly negligent, including those injuries or illnesses arising from impairment due to alcohol or drug abuse.

**ARTICLE XII**

**JURY DUTY LEAVE**

A. Time as necessary to perform Jury Duty, if required to do so, shall be granted. An employee on Jury Duty shall be relieved of working his/her shift on that day and not be required to work another shift or day in lieu of that shift or day.

B. An employee serving on Jury Duty shall receive their full salary in addition to any Jury Duty pay for the time served. Hours paid with regard to Jury Duty shall not qualify as hours worked for the purposes of computing overtime.

## ARTICLE XIII

### LEAVE FOR P.B.A. STATE MEETINGS

- A. The City agrees to grant time off without loss of regular straight time pay to one (1) Delegate (or one (1) appointed Alternate) for the purpose of attending the regularly scheduled meetings of the State Association provided that at least forty-eight (48) hours written notice is given to the Chief of Police in order to secure another Policeman to work in his/her place if required by the City.
- B. The Association shall designate, within forty-eight (48) hours of their election each year, the Delegate representative.
- C. It is specifically understood that the Police Officer so designated under this Article shall not switch tours in order to receive pay for the purpose of attending said meeting under this Article and it is also specifically understood that if any of such meetings occur on a non-scheduled period, the Officer shall receive no pay.
- D. The Delegate is to be given off with pay no matter what shift he/she is working on the meeting day. The above pertains to one (1) delegate (or one (1) appointed Alternate) only.
- E. PBA Officers shall be permitted time off without any loss of compensation to attend the Cape-Atlantic Conference meetings provided that the police department is given at least forty-eight (48) hours of advance notice and further provided that not more than two (2) PBA Officers shall be permitted off duty at any time to attend such meeting.

**ARTICLE XIV**

**LIMITATIONS ON LEAVE**

A. No leave of absence or combination of leaves of absences for any cause whatsoever, including sick leave, injury leave, funeral leave, etc. shall exceed one (1) year. In the case of continuous absence from duty of any Officer, for any cause whatsoever, of more than one (1) year duration, such Officer so absent shall be automatically retired from the Department on the first anniversary date from the date such absence began except if the leave period is extended at the sole discretion of the City pursuant to Article V, Section C.

**ARTICLE XV**

**RETIREMENT**

A. Upon an Employee's retirement, death or honorable termination of employment after having served at least five (5) years, said Employee shall be compensated for his accumulated sick leave at his daily rate of pay for the year immediately preceding said termination and shall receive two (2) full days for each three (3) days of accumulated sick leave with a maximum of one hundred (100) days credit. 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.

B. The accumulated sick leave pay shall be computed at his daily rate of pay for the year immediately preceding including longevity. The daily rate of pay shall be computed by dividing base salary plus longevity by two hundred sixty (260).

C. Other yearly benefits upon retirement, death, resignation or honorable termination after the fifth (5th) year of employment shall be paid on pro-rata basis based upon the number of months the Employee has worked during that calendar year. If an Employee terminates his employment and is not in good standing in accordance with Civil Service regulations, then no benefits will be paid.

D. All Civil Service requirements pursuant to 4:1-16-12 shall be complied with.



**ARTICLE XVI**

**SALARIES**

A. Base salaries for all Employees shall be as set forth on Schedule A annexed and includes an additional Hazardous Duty allowance of five hundred dollars (\$500.00) in each year of the Agreement in addition to the annual salary increase.

B. Only Employees hired after January 1, 1993 shall be subject to the Academy Service step progression as set forth on Schedule A annexed.

C. Base salary is the annual pay bases on forty (40) hour week and fifty-two (52) week year.

D. The work day shall consist of eight (8) consecutive hours of duty and overtime when required.

E. Rank Differential (Sergeants & Lieutenants)

Salary Differentials between the highest Patrolmen's salary and Sergeant and between the Sergeant and Lieutenant shall be as follows:

2005.....7%

2006.....7%

2007.....8%

## **ARTICLE XVII**

### **OVERTIME**

- A. Overtime shall consist of all hours worked in excess of forty (40) hours in a week.
- B. All Employees covered by this Agreement, shall in addition to their base salary as reflected in Schedule A, be paid one and one-half (1 1/2) time their straight hourly rate of pay including longevity in accordance with their rank for all overtime hours worked. All overtime payments shall be paid no later than the pay period in which the overtime occurs.
- C. If an Employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall duty is not contiguous with the Employee's normal shift. The City shall have the right to retain the Employee on duty for the minimum time period.
- D. If an Employee receives a standby subpoena for any Court other than Municipal or local Traffic Court, said Employee shall be guaranteed a minimum of two (2) hours compensation at the overtime rate. In the event an Employee receives a standby subpoena for the Municipal or local Traffic Court, said Employee shall be guaranteed a minimum of one (1) hour compensation at overtime rate.
- E. If an Employee is called back to regular shift duty on his regular day off, it shall be the option of the Employee to receive monetary compensation or another day off for the time worked so long as said time off is available during the work week.

**ARTICLE XVIII**

**LONGEVITY**

A. Each Officer listed in Article XV, 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 Margate City Police Department as fixed and determined by the following schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
5 Years	2.5%
10 Years	4.5%
15 Years	6.5%
20 Years	8.5%
At completion of twenty-three (23) years	13%

B. The aforesaid longevity payments shall be paid in equal bi-weekly installments at the same time as the base pay.

C. In computing overtime pay and vacation pay and any other pay rates set forth in this Agreement, the basic pay of any Officer shall include his base pay plus his longevity.

D. 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.

E. The dollar value of the twenty-three (23) year longevity step shall be calculated for said individual officer at the time he/she attains said entitlement. The dollar value so calculated shall continue thereafter for said employee without additional incremental change or increase in dollar value for the balance of said employee's career.

**ARTICLE XIX**

**WORK IN HIGHER RANK**

A. Any Employee assigned to serve in a higher rank for ten (10) aggregate days or more in a calendar year shall be paid at the rate of pay applicable to said rank for the time period so assigned commencing after the tenth day of said assignment.”

**ARTICLE XX**  
**CLOTHING ALLOWANCE**

A. The City agrees to provide all Bargaining Unit members with a Seven Hundred (\$700.00) Dollar annual clothing maintenance allowance.

B. The City agrees to distribute the above clothing maintenance allowance on the first pay period in December.

## ARTICLE XXI

### COLLEGE ALLOWANCE

- A. The City and the Association agree that the amount and quality of an Employee's education often determine the value of his contribution to the community, and the degree of proficiency with which he performs his duties.
- B. In order to provide an incentive to encourage members of the Association to achieve the advantage of higher education, the City agrees that each Employee who receives academic credits for part-time study in any institution of collegiate grade which offers a college curriculum leading to or creditable toward an undergraduate, Baccalaureate, or Associate degree, relating to their employment, and which is accredited by the Board of Higher Education shall receive a college allowance as hereinafter set forth.
- C. Each Employee who has received credit for such academic courses, even if said courses were taken and completed while said Employee was not a member of the Margate City Police Department, shall be entitled and be paid a college allowance of ten dollars (\$10.00) per year for each academic credit hour so received. This college credit allowance of ten dollars (\$10.00) per credit hour received shall be cumulative so that each Employee shall be entitled to receive the college allowance per year for the total credits obtained by said Employee and said credit allowance shall continue so long as the Employee is employed by the City.

D. Notwithstanding any of the above provisions, all applications for college allowance must be submitted in advance to the Director of Public Safety for his approval.

E. The Director of Public Safety may refuse to pay a college allowance for any credits not required for a degree in Criminology, which in his sole discretion do not relate to the Employee's employment.

F. College credit allowance shall be limited to a total sum of five hundred dollars (\$500.00) for each Employee, except in the case where said Employee obtains an Associate Degree, then said credit shall be increased to six hundred fifty dollars (\$650.00) and one thousand dollars (\$1,000.00) for a Bachelors Degree.

G. Holiday pay and a college allowance shall be paid in a separate check on the last pay period in November or the first pay period in December.

H. Any Employee who is enrolled in an accredited college and is taking a course relating to a degree in Criminology or relating to the Law Enforcement field shall be compensated for his tuition and books upon successful completion of the course. If the course is not directly related to Law Enforcement, but is required for a degree in Criminology or Law Enforcement, then the reimbursement for said course and book is at the discretion of the Commissioner of Public Safety.



I. Further, the City will pay for courses leading to a Masters Degree as follows:

The City agrees to pay one third (1/3) of cost of books and tuition. The total cost will be reduced by any scholarship received and the City will pay one third (1/3) of this net cost.

Example:

Tuition . . . . .	\$ 1000
Books . . . . .	<u>\$ 100</u>
Total Cost . . . . .	\$ 1100
Scholarship . . . . .	<u>\$ -200</u>
Net Cost . . . . .	\$ 900
City to pay one third . . . . .	\$ 300

Notwithstanding the previous contract, this provision will apply to both current and future employees

## ARTICLE XXII

### HOSPITALIZATION INSURANCE

A. The City agrees to provide hospitalization and medical insurance at least comparable to the coverage provided on December 31, 1996 to all employees covered by this Agreement and their eligible dependents. The deductibles for “out of network” services only shall be \$200 per individual and \$400 per family. Also, the 80/20 co-insurance for “out of network” services only shall be up to \$3,500. It is understood that there shall be no increases in any of the deductibles for “in-network” services. Effective January 1, 2007, the Co-Pay for office visits shall be fifteen dollars (\$15.00) per visit. If the Association disagrees with the level of benefit maintenance, they may challenge it through the Grievance Procedure.

B. The hospitalization and medical insurance plan will be subject to the following provisions:

1. An Emergency Room Deductible of \$25 per visit.
2. Hospital admission coverage will be applicable after application of deductibles.
3. Pre-Admission Review and Second Surgical Opinion.

C. The City further agrees that the continuance of coverage after retirement of any Employment shall be provided at such rates and under such conditions as shall be prescribed in the contract subject, however, to the requirements hereinafter set forth in this subsection. The contribution required of any retired Employee toward the cost of such coverage shall be paid by him directly to the insurance agent.

D. Retired Employees shall be required to pay for the entire cost of coverage for themselves and their dependents at rates which are deemed to be adequate to cover the benefits, as affected by Medicare, of such retired Employees and their dependents on the basis of the utilization of services which may be reasonably expected of such older age classifications, provided, however, that the total rate payable by such a retired Employee for himself and his dependents for coverage under the contract and for Part B of Medicare, shall not exceed by more than twenty-five (25%) percent the total amount that would have been required to have been paid by the Employee and his Employer for the coverage maintained had he continued in office or active employment and he and his dependents were not eligible for Medicare benefits. Nothing herein shall be construed as compelling an Employer to pay any portion of the premiums or charges attributable to such contracts.

E. The City agrees to provide Bargaining Unit Employees with a Prescription Plan subject to a \$10.00 co-pay on all non-generic prescriptions and a \$2.00 co-pay on generic prescriptions. Effective January 1, 2007, the Co-Pay shall be a \$15.00 Co-Pay on all non-generic (Brand Name) prescriptions and a \$5.00 Co-Pay on generic prescriptions

F. The City agrees to provide Bargaining Unit Employees with a Four Thousand (\$4,000.00) life insurance policy.

G. The City agrees to provide Bargaining Unit Employees with a dental health plan.

H. The City agrees to provide Bargaining Unit Employees and their eligible dependents an Optical Plan through Horizon Eye Care.

I. In the event an Employee elects H.M.O. coverage in lieu of that set forth in Paragraph A above, the Employer's contribution shall not exceed the premium which would be paid to the City's carrier.

## ARTICLE XXIII

### EMPLOYEE'S RIGHTS AND PRIVILEGES

- A. Nothing contained herein shall be construed to deny or restrict to any Patrolman such rights as he may have under any other applicable laws and regulations. The rights granted the Patrolman shall be deemed to be in addition to those provided elsewhere.
- B. The City agrees not to enter into any other agreement or contract with its Employees who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- C. The Chief of Police or his designee, at his sole discretion may grant reasonable requests of Police Officers to exchange tours of duty provided the Shift Commander of each shift is notified in advance. Under no circumstance will Police Officers receive additional overtime compensation upon voluntary exchange of tours of duty.
- D. All uniforms damages in the line of duty shall be replaced or repaired by the City, after inspection and certification by Chief of Police.
- E. Employees may not be suspended or suffer any loss in benefits until after the Employee has had a Departmental hearing, except in cases of severe nature as determined by the Chief or his designee. The Superior Officer shall immediately submit a report explaining such action to the Chief of Police.
- F. A set of written guidelines, procedures and orders shall be established.

G. In accordance with N.J.S.A. 40A:14-55 whenever an employee covered by this Agreement is a defendant in any action or legal proceeding arising out of any action directly related to the lawful exercise of Police powers in the furtherance of his official duties, the City shall provide said Employee with the necessary means for the defense of such action or proceeding. In the event that an employee utilizes counsel other than that supplied by the City, the fees and costs shall be agreed upon the attorney and the employer prior to the attorney performing such services.

The above does not apply for the defense of an Employee in a disciplinary proceeding instituted against him by the City or in criminal proceeding instituted as a result of a complaint on behalf of the City. If any such disciplinary or criminal proceeding instituted by or on complaint of the City shall be dismissed or finally determined in favor of the employee, he shall be reimbursed for the expense of his defense.

**ARTICLE XXIV**

**USE OF PERSONAL EQUIPMENT**

A. Employees covered under this Agreement shall be permitted to use personal equipment in the line of duty so long as said equipment complies with Department standards and said equipment has been approved by the Chief of Police, in his sole discretion, by use in the line of duty prior to the Employees using said equipment in the line of duty.

**ARTICLE XXV**

**SAVINGS CLAUSE**

A. Each and every clause of this Agreement shall be deemed separable from each and 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 o 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 previsions on the remainder of any clause, sentence or paragraph in which offending language may appear.



**ARTICLE XXVI**

**OFF DUTY ACTION**

A. Any action taken by an off duty Officer to render assistance to an injured person which would have been appropriate if on active duty, will be construed as Police Action and the officers will have all rights and benefits as though on active duty. Any action taken by an off duty officer which would be construed as police action, will be reported to the Chief of Police, through channels as per department rules and regulations as per S.O.P. 94-43.

**ARTICLE XXVII**

**LABOR MANAGEMENT COMMITTEE**

A. The City and the Association agree that there shall be established a Labor Management Committee whose purpose is to increase the communication between the Employees and the Commissioners of the City of Margate. The Committee will consist of three (3) members from PBA Local No. 64, the Director of Public Safety of the City of Margate and the Chief of Police of the City of Margate. The Committee shall meet periodically for the purpose of discussing matters of concern to both parties

**ARTICLE XXVIII**

**DETECTIVE BUREAU**

A. Any Employee who is assigned to the Detective Bureau shall receive an additional 2.5% stipend applicable to the Employee's rank. Said stipend shall be prorated for that period of time during the year in which said Employee is so assigned and serves and shall not be added to the Employee's base salary.

B. The City agrees to pay said additional compensation on the first pay period of the December of the year served.

## ARTICLE XXIX

### DEPARTMENTAL INVESTIGATIONS

In an effort to insure that Departmental Investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations

during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

7. In cases other than Departmental Investigations, if an Officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

9. No Employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two (2) following circumstances exist: (1) Where the Employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific Employee being tested. (2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Police Department. Under no circumstance shall the Employer offer or direct the taking of a polygraph or voice print examination for any Employee covered by this Agreement.

10. Unless there is an agreement to the contrary, the final decision of the Hearing Officer(s) in all disciplinary cases shall be issued within thirty (30) calendar days following the close of the hearing or the charge(s) shall be deemed withdrawn.

**ARTICLE XXX**

**PERSONNEL FILES**

- A. A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Chief of Police, Mayor and/or Governing Body.
- B. Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.
- C. Whenever a written complaint concerning an Officer of his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut if he so desires, and he shall be permitted to place said rebuttal in his file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.
- D. Each Employee shall be supplied with a written certification from the City, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the Officer.

**ARTICLE XXXI**

**CEREMONIAL ACTIVITIES**

- A. In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the City will permit at least one (1) uniformed Police Officer of the City to participate in funeral services for the said deceased Officer.
- B. Subject to the availability of same, the City will permit a City Police vehicle to be utilized by the members in the funeral service.
- C. Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

**ARTICLE XXXII**

**DURATION OF AGREEMENT**

A. This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect to and including December 31, 2007.

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 and 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Margate City, New Jersey, on this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

**CITY OF MARGATE**

**POLICEMAN'S BENEVOLENT  
ASSOCIATION, LOCAL NO. 65**

s/John P. Swift \_\_\_\_\_

s/Kenneth M. Warren \_\_\_\_\_

Commissioner of Public Safety

President, PBA Local #65

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**SCHEDULE A**  
**SALARY SCHEDULE**

A. The annual base salary of employees in this unit inclusive of Hazardous Duty Allowance, shall be as follows:

<u>Title</u>	<u>Jan. 1, 2005</u> (4.25%)	<u>Jan. 1, 2006</u> (4.5%)	<u>Jan. 1, 2007</u> (4.75%)
Patrolman (1 <sup>st</sup> Year)	\$32,186	\$34,157	\$36,303
Patrolman (2 <sup>nd</sup> Year)	43,499	45,979	48,687
Patrolman (3 <sup>rd</sup> Year)	50,229	53,011	56,053
Patrolman (4 <sup>th</sup> Year)	56,960	60,046	63,422
Patrolman (5 <sup>th</sup> Year)	63,692	67,080	70,790
*Sergeant	68,150	71,776	76,453
**Lieutenant	72,921	76,800	82,569

\*Sergeants' salaries are computed by using the following rank differentials above a Patrolman (5<sup>th</sup> Year):

Effective 1/1/05 – 7%

Effective 1/1/06 – 7%

Effective 1/1/07 – 8%

\*\*Lieutenants' salaries are computed by using the following rank differentials above a Sergeant's salary:

Effective 1/1/05 – 7%

Effective 1/1/06 – 7%

Effective 1/1/07 – 8%

B. The above salaries shall be adjusted to include longevity and such adjusted salary figure shall represent the figure for all calculations concerning hourly rate, pension, overtime, etc.