

3-0057  
01-02

AGREEMENT dated the 27<sup>th</sup> day of April, 1973, by and between the CITY OF ATLANTIC CITY, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City", and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 24, hereinafter referred to as the "Association".

ARTICLE I - PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5. 1 etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the "City" and the 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 Atlantic City and its Employees and the "City".

ARTICLE II - INTERPRETATION

It is the intention of the parties that this agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, the Statutes of the State of New Jersey, the Ordinances of the City of Atlantic City and the Rules and Regulations of the Police Department.

The "City" recognizes the Policemen's Benevolent Association, Local No. 24, as the exclusive negotiating agent and representative for all uniformed police, detectives, and other special police units, excluding chief, deputy chief, inspectors and all other employees employed by the "City."

The "City" agrees that the "Association" has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters.

### ARTICLE III - MANAGEMENT RIGHTS

It is the right of the City through and by the Director of Public Safety and any of his designated representatives to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions on the above matters are subject to the Grievance procedure. Nothing in this article shall alter or relieve the "City" of any of its obligations undertaken by this agreement.

### ARTICLE IV - DUTIES OF OFFICERS

The parties agree that officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this agreement.

Officers shall be responsible for the preparation of semi-annual reports evaluating those men directly subordinate to them. These reports shall be submitted to the Personnel Officer or designate and thereafter may be used for the purpose of determining out of title assignments in the event there is no existing list, eligibility for special training opportunities.

These evaluation reports shall, upon request by the party concerned, be made known to said party.

All policemen shall have the opportunity for a hearing before the Personnel Committee in the event he questions the contents of the report.

## ARTICLE V - GRIEVANCE PROCEDURES

Definition - A grievance is any dispute between the parties concerning the application or interpretation of this agreement or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment. The "City" shall not discipline any employee without just cause.

Step 1. All grievances shall be in writing as shall responses to them by the "City".

The Association Grievance Committee shall receive, screen and process all grievances within five days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the "Association".

Step 2. The Grievance Committee shall, within five days after screening, submit grievances to the Chief of the Police Department for resolution.

Step 3. In the event the parties are unable to resolve the grievance in the second step, either party may, within five days, refer the grievance to the Director of Public Safety.

### Step 4. Arbitration

In the event the grievance is not resolved at the third step, either party may refer the matter to impartial binding arbitration.

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employee. If the "City" and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and such rules and regulations as may be in effect by the Civil Service Commission by the State of New Jersey which might be pertinent and render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be shared by the "City" and the PBA. Any

steward or officers of the PBA required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Extensions and Modifications - Time extensions may be mutually agreed to by the "City" and the employees.

ARTICLE VI - CHECK-OFF

The "City" shall deduct dues and initiation fees from the wages of all personnel covered by this agreement who have filed with the "City" a proper dues deduction authorization card as required by the laws of the State of New Jersey. The "Association" shall advise the "City" of the fixed and standard dues and initiation fees of its members and the payments shall be made to the "Association" on or before the first pay day of each month.

ARTICLE VII - EMPLOYEE REPRESENTATION

The PBA must notify the "City" as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each station. Representatives of the PBA, who are not employees of the "City" will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing PBA representation matters without notifying the head of the department.

ARTICLE VIII - NON-DISCRIMINATION

The "City" and employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerned or as far as any opportunity for improvement or jobs or as a condition of employment. The "City" further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the "Association" nor will the "City" encourage membership in any other association or union or do anything to interfere with the exclusive representation of the "City" in the appropriate bargaining unit.

ARTICLE IX - STRIKES

The PBA assures and pledges to the "City" that its goals and purposes are such as to condone no strikes by police officers, nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey; and the PBA will not initiate such activities nor advocate or encourage members of the unit to initiate the same.

ARTICLE X - BULLETIN BOARDS

A. The "City" shall permit the use of Bulletin Boards, located in the Police Headquarters, by the Local, for the posting of notices concerning PBA Local No. 24 business and activities.

B. All such notices shall be signed by the President or other authorized official of the Local.

ARTICLE XI - PBA STATE MEETINGS

The Executive Delegate and President of the "Association" shall be granted leave from duty with full pay for all meetings of the PBA State Association when such meetings take place at a time when such officers are scheduled to be on duty, providing the affected delegate gives reasonable notice to his captain to secure another employee to work in his place.

ARTICLE XII - SHOE AND CLOTHING  
MAINTENANCE ALLOWANCE

During the term of this agreement the "City" shall pay each employee covered by this contract a shoe and clothing maintenance allowance of \$150.00 on the last payday in November.

A. Uniform Inspections shall be held twice yearly on January 15, for summer uniforms; and on June 15, for winter uniforms.

(1) If no replacement has been supplied for the summer uniform by May 15, or no replacement of the winter uniform by October 15, then in that event the officer shall be permitted to purchase such item and be reimbursed by the "City" within 30 days from the day he submits his paid receipt.

B. The parties further agree that uniforms damaged in the line of duty requiring immediate replacement shall be replaced after inspection by a superior officer.

C. Equipment, to include rain gear, badges, ammunition, accident paraphernalia, shall be included with the uniform inspection and replaced in the same manner.

#### ARTICLE XIII - SPECIAL LEAVES

A. Leave from duty with full appropriate pay shall be granted the members of the Local's negotiation committee who attend meetings between the "City" and the Local for the purpose of negotiating the terms of the contract provided the employee is scheduled to duty at the time simultaneous to attendance.

B. Funeral Leave - The current practice governing funeral leave shall be maintained as now provided in Ordinance No. 11 of 1942, except that the definition of the term "immediate family" for which five (5) calendar days of leave are granted, shall include mother-in-law, father-in-law and grandparents and one (1) calendar day of leave granted, shall include cousins.

#### ARTICLE XIV - ACTING OUT OF TITLE

In the event an officer is assigned to act out of title, shall be selected from an existing list of eligible men for the available position.

A. The parties agree, however, that if no existing list is current, then such officer shall be selected from the rank next preceding the vacated position.

B. Once an officer is assigned out of title, and perform in that capacity for fifteen (15) days, he shall be compensated at the higher rate of pay.

(1) This provision is not applicable to temporary assignments caused by vacations.

C. Assignments of out of title work shall be rotated, distributing such assignments equitably among the qualified personnel on the following basis:

(1) A roster of those eligible for higher rank assignments shall be maintained. A daily log will be kept, and shall be the responsibility of the personnel officer, indicating assignments or offers of assignments to higher ranked positions. Each calendar quarter, it will be made available to the parties to this agreement to ascertain whether there has been an equitable distribution of assignments. Adjustments shall be made in the next calendar quarter by making more assignments to those who served or had the opportunity to serve the least number of days for the preceding quarter.

(2) Police offered assignments out of their rank may refuse them, but such refusal will be charged as time spent in a higher rank for purposes of determining equitable distribution of assignments.

#### ARTICLE XV - LONGEVITY

The current practice governing longevity shall continue:

Year of Service	Compensation Per Annum In Addition to Fixed Salary (Percent of Annual Salary)
5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years	10%

The aforesaid additional salary or compensation shall be paid in equal bi-weekly installments at the same time as the basic pay.

#### ARTICLE XVI - HOSPITALIZATION INSURANCE

The current practice governing hospitalization insurance shall be continued as follows:

1. All officers and employees of the A.C.P.D. including those awaiting examination and certification by the New Jersey Civil Service Commission, shall be entitled to obtain a group plan of Hospitalization and Medical-Surgical Insurance for themselves and their husbands or wives and dependent children under 19 years of age.

2. The complete cost of paying the premiums for the Hospitalization and Medical-Surgical Insurance shall be paid by the City of Atlantic City.

Said coverage is more particularly set out in Ordinance No. 6 of 1964, as amended.

ARTICLE XVII - CONTINUATION OF BENEFITS  
NOT COVERED BY THIS AGREEMENT

All conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to the City's Charter, Ordinances, Rules and Regulations of the Police Department of the "City". Any and all present benefits which are enjoyed by employees covered by this agreement, that have not been included in the contract shall be continued.

ARTICLE XVIII - EDUCATION & TRAINING INCENTIVES

Advanced training and educational achievement are considered an important factor in the professional development of the police officer. Achievement in these areas may be considered in the awarding of special assignments and shall be acknowledged with special salary increments based on the following scale:

All officers appointed after January 1, 1973, will be required to work toward at least fifteen (15) college credit hours. These courses shall be approved by the Commissioner or taken from an approved list. Three years are allowed within which time this requirement must be fulfilled. Completion merits a 1% increment on the base rate of pay.

Upon the completion of thirty (30) credit hours the officer shall receive a 2% increment on his/her base salary.

Upon the completion of forty-five (45) credit hours, the officer shall receive a 3% increment on his/her base salary.

Upon the completion of an associate degree or equivalent of sixty-five (65) credit hours, the officer shall receive a 5% increment on his/her base salary.

Upon the completion of one hundred (100) credits, the officer shall receive a 6% increment on his/her base salary.



Upon the completion of a bachelor's degree or one hundred thirty (130) credits, any officer shall receive an 8% increment on his/her base salary.

For the completion of any graduate degree, the officer shall receive a 9% increment on his/her base pay.

For the successful completion of the training program for the K-9 Unit a 1% increment will be paid. ✓

Other specialized training (i.e. seminars, special courses) can be used with college credit hours as a basis for increments. The general guidelines are that the total hours spent in these approved special programs will provide credit equal to hours spent in the classroom. The following rates are used:

3 College Credits = 40 hrs. special training

3 College Credits = 40 hrs. class time

30 College Credits = 400 hrs. class time

Application for training or educational incentives shall be made to the designated Personnel Officer and review and final approval shall be with the consent of the Personnel Committee.

#### ARTICLE XIX - TERMINAL LEAVE WITH PAY

Upon retirement the employee shall be entitled to terminal leave up to one year with full pay. The terminal leave shall be based upon accumulated sick leave.

#### ARTICLE XX - PROMOTION PROGRAM

A. 1. The "City" shall cause civil service qualifying examinations to be conducted every three years for the rank of Sergeant.

2. Patrolmen taking the examination for Sergeant shall be required to have been on the Atlantic City Police Force no less than five years prior to taking of the examination.

3. Personnel in the rank of Sergeant or Captain shall be required to have been in their respective rank for a period of at least one year prior to taking the examination for the next higher rank.

B. The "City" agrees to fill by promotion in accordance with Civil Service Rules and Regulations, from among the qualified employees in the contractual unit, all officer positions excluding Chief and Deputy Chief set forth in the Table of Organization for the Department of Police for Atlantic City in effect at the time of the execution of this agreement.

#### ARTICLE XXI - HOLIDAYS

The employees covered by this agreement, shall receive the following thirteen (13) holidays: Good Friday, Easter, Memorial Day, July Fourth, Columbus Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, President's Day and Armed Forces Day.

The holiday pay shall be computed at the straight time hourly rate of pay by rank based upon an eight (8) hour day. Holiday pay shall be given to all employees for the above holidays whether or not they are scheduled off from work on the holidays. Holiday payments shall be made on the last payday in November.

Illness or injury shall be computed at an eight (8) hour rate for holidays.

#### ARTICLE XXII - PERSONNEL COMMITTEE

The parties hereto agree that a Personnel Committee shall be created for the purpose of reviewing the records of Policemen in order to determine:

A. The amount of sick leave for each employee accumulated up to and including the present contract year.

B. Whether or not an employee is eligible for an incentive pay increase as a result of any special training and/or college credits.

C. Whether or not a particular employee is suited for special training available to the members of the Atlantic City Police Department.

The members of the Personnel Committee shall be (1) Public Safety Commissioner or Deputy Commissioner, who shall act as chairman;

(2) Chief of Police; (3) President of the PBA, or his designate; and (4) Superior Officer selected by the PBA Local #24 membership.

(1) The Police Personnel Officer or designate shall be an ex-officio, non-voting member of the Committee.

ARTICLE XXIII - DETECTIVE (PATROLMAN TEMPORARILY ASSIGNED)

A. In order for a patrolman temporarily assigned to the detective bureau to be eligible for the detective rate of pay increase, he shall, in addition to four years experience as a patrolman, have one year experience as a detective.

B. In the event a patrolman temporarily assigned detective is returned to uniform he shall no longer be entitled to the detective rate of pay.

ARTICLE XXIV - WORK WEEK

The work week for all uniformed employees covered by this agreement shall be four days.

The prescribed system calls for five platoons working in rotation as a "team". This "team" will work a regular cycle consisting of four ten hour days, three days off; four ten hour days, three days off; and four nine hour days, two days off. This cycle will begin again every fourth week.

At no time will the regular defined work week consist of more than forty consecutive hours. Any additional hours will be considered overtime and pay will be at the rate of time and one-half for that time.

The "City" maintains the right to revert to the five day, forty hour work week upon its unilateral initiative.

In the event the "City" does revert back to the five day - forty hour week, it will not effect any other section of this contract and the same schedule and priorities established by the 1972 contract will come into effect.

There shall be no change in the working schedule of the employees unless;

A. An emergency is declared by the Commissioner of Public Safety, but in no event shall any employee have a schedule changed which results in his loss of overtime.

ARTICLE XXV - CALL BACK

In the event there is a call-back to duty for an emergency, policemen shall receive a minimum of three (3) hours pay at the rate of time and one-half.

ARTICLE XXVI - OVERTIME

Overtime shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off.

A. All employees covered by this agreement shall be paid time and one-half for overtime.

B. For purposes of this agreement, any overtime spent in the County Court at Mays Landing shall be paid at the straight-time hourly rate. And it shall be the continued practice to credit an employee appearing in Mays Landing with one hour travel time in addition to time actually in Court.

C. Overtime payment shall be made the last payday in November. And for overtime accumulated between November 1 and December 31, payment shall be the last payday in January of the year following said overtime.

D. Overtime shall not be retroactive to January 1, 1973, but will commence for purposes of this agreement upon the date signed.

ARTICLE XXVII - ADDITIONAL EMPLOYMENT

The parties agree that all members of the Atlantic City Police Department who are employed at another job, in addition to their activities as a member of the Atlantic City Police Department, shall comply with all existing regulations thereto and execute moonlighting forms in the presence of the Personnel Officer or designate.

ARTICLE XXVIII - MEDICAL REVIEW BOARD

A. The parties hereto agree that a Medical Review Board shall be created for the purpose of examining all matters pertaining to sick and/or injured members of the Atlantic City Police Department.

B. The members of the Medical Review Board shall consist of: (1) Public Safety Commissioner or Deputy Commissioner who shall act as Chairman; (2) Police Surgeon or a medical designate; (3) PBA President or designate; and (4) Superior Officer selected by PBA membership.

(1) The Personnel Officer or designate shall be an Ex Officio member of the Board.

C. The Medical Review Board shall have the additional authority to investigate patterns of lost time due to illness or injury.

ARTICLE XXIX - SICK AND INJURED

Sick leave shall be one hundred twenty (120) hours per year commencing January 1, 1973, which time shall be cumulative from year to year.

1. One hundred twenty (120) hours shall be credited for each year of employment, prior to the present contract year, deducting sick leave which has already been used by each man during said period of employment.

(a) In no event shall an employee enter the present contract year with less than one hundred twenty (120) hours credit, or one hundred twenty (120) hours at the beginning of each contract year thereafter.

2. In the event an employee suffers an illness or injury in the line of duty, that is in the course of employment or as a result of his employment, he shall be compensated at full pay for a period not to exceed one year. Said employee shall be required to present to the Medical Review Board a doctor's certificate to the effect that the illness or injury requires extended convalescence. In such event, said employee shall not have any accumulated sick time deducted.

3. In the event the illness or injury is not service connected, said employee shall have his injury or illness reviewed by the Medical Review Board for the purpose of determining the injury or

illness to be major and thereby render the employee eligible for sick leave compensation in excess of either the yearly one hundred twenty (120) hours, or accumulated sick leave which he may have exhausted.

(a) However, in no event shall any employee NOT be compensated if he is sick or injured and requires convalescing, notwithstanding the nature of the illness or injury or whether or not said employee has exhausted his yearly or cumulative sick time.

(b) All excuses and notifications of illness or injury shall be submitted to the Medical Review Board for their determination.

4. In order for an employee to be eligible for the benefits described in section 3 (a), he shall be a policeman commencing his fourth (4th) year of employment.

5. Each year, the "City" or Personnel Officer or designate shall make available to each member of the Police Department a current record of sick and injured days taken and the accumulated balance, if any, which record shall be made available to the men with the yearly W-2 statement.

#### ARTICLE XXX - VACATIONS

##### PATROLMEN

A. A Policeman in his first year of service shall be entitled to ten (10) hours vacation for each month of service up to and including December of his initial year, thereafter he shall be entitled to a full paid vacation. Vacations shall be assigned according to policy, and shall be permitted on a year round basis.

B. All policemen, except those mentioned in Section A. above, shall be entitled to 200 hours paid vacation or twenty (20) ten hour days, or 25 days if 8 hours.

##### SERGEANTS

C. 28 days x 8 hours = 224 hours = 22 days/ten hours  
or 28 days if 8 hours.

##### CAPTAINS

D. 30 days x 8 hours = 240 hours = 24 days/ten hours  
or 30 days if 8 hours.

PRO-RATED VACATION

Working a four day week x 52 weeks = 208 working days  
plus e.g. twenty (20) ten hour days off = 188 working days

VS

Working a five day week x 52 weeks = 260 working days  
plus e.g. twenty-five (25) eight hour days off = 235 working days

52 weeks	52 weeks
<u>x 4 days</u>	<u>x 5 days</u>
208 working days	260 working days

All policemen are entitled to one personal day off i.e. either a 10 hour day or 8 hour depending on assignment.

All vacations and personal days shall be determined by seniority, with the consent of the shift commander.

ARTICLE XXXI - SCHEDULE OF SALARY

(Payment no later than July 1, 1973)

Retroactive to January 1, 1973, the employees covered by this agreement shall receive the following base salaries per annum:

Beginning Policemen	\$ 8,900.00
Policemen (First Step)	9,400.00
Policemen (Second Step)	9,800.00
Policemen (Third Step)	10,000.00
(commencing 4th year of employment)	
Sergeant	11,000.00
Captain	12,100.00

An annual base salary differential of ten percent (10%) shall exist between superior officer ranks and is reflected in the above salary schedule. However, educational incentives and detective increases are not to be calculated in the officers differential and this clause provides no basis for grievance by an officer contending the differential is not maintained because of education and detective increases.

All employees on the payroll below the rank of policeman (third step) and all other uniformed personnel not listed above shall

receive an increase equal to the listed increases.

Any patrolman serving as a detective and meeting the requirement contained in this agreement in Article XXIII, shall receive the additional prescribed amount of two percent (2%).

Effective January 1, 1974, all policemen covered by this agreement shall receive a five and one-half percent (5½%) increase in their annual base salary.

ARTICLE XXXII - CONTINUATION OF HEALTH BENEFITS  
UPON RETIREMENT

If, during the term of this agreement, the "City" provides for the payment of health insurance benefits upon retirement of other city employees than uniform policemen shall be automatically eligible for such coverage.

ARTICLE XXXIII - POLICE CARS

The parties agree that all automobiles purchased or leased for the Atlantic City Police Department as of June 1, 1973, shall be air-conditioned and shall have rain gutters.

ARTICLE XXXIV - SAVINGS CLAUSE

In the event that any provision of this agreement shall be finally determined to be in violation of any applicable or civil service law or regulation, such determinations shall not impair the validity and enforceability of the remaining other provision of this agreement.