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1989

RUTGERS UNIVERSITY

AGREEMENT

Between

the

CITY OF ASBURY PARK

(MONMOUTH) COUNTY, NEW JERSEY

and

LOCAL NO. 6

of the

PATROLMEN'S BENEVOLENT ASSOCIATION, *Local No. 6*

of the

STATE OF NEW JERSEY

January 1, 1988 through December 31, 1989

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Special Labor Counsel

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ARTICLE I

RECOGNITION

The City recognizes the Association for the purposes of collective negotiations as the exclusive representative of all sworn employees of the Police Department in the following categories: Probationary Police Officer, Police Officer, and Detective.

ARTICLE II
MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees;

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

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

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

Jersey and of the United States and ordinances of the City of Asbury Park. Additionally, such powers of the City shall be limited by the Statutes of New Jersey governing public employee relations (PERC) and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict to any member or the City such rights as he or it may have under New Jersey Statutes or other applicable laws and regulations. The rights granted to the members hereunder shall in all cases be deemed to be in addition to those provided for elsewhere, providing that the same shall not supersede this Agreement where inconsistent therewith.

ARTICLE III

GRIEVANCE PROCEDURE

A. PURPOSE

1. 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 this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the City.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of City initiated grievances which will proceed in accordance with Section D and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

The aggrieved shall institute action under the provisions hereof within thirteen (13) calendar days after the event giving rise to the grievance has occurred or within thirteen (13) days after the discovery of the incident by the individual, Association or City, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the said thirteen (13) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned thirteen (13) calendar days limitation may be extended upon presentation to the Chief of Police or the City Manager of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Chief of Police or the City Manager shall render a decision within thirteen (13) days after the receipt of the grievance.

STEP TWO

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within thirteen (13) calendar days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within five (5) calendar days after the answer is received at the first step. The Chief of Police or the City Manager shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting

differences between the parties, and in the event the grievance is not resolved to the satisfaction of the grievant, it shall be taken to binding arbitration in the following manner:

Within thirteen (13) days after the non-resolution of the said grievance by the City, the City may request the New Jersey State Board of Mediation to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the City and the Association equally. The Arbitrator shall no right to vary or modify the terms of this Agreement and shall render his/her decision within thirty (30) days of the close of hearing.

ARTICLE IV

HOURS OF OVERTIME

A. The work week shall consist of forty (40) hours on a shift basis on a schedule to be approved by the Chief of Police or his designee. In times of emergency, all employees covered by this Agreement are subject to call unless they are on sick leave. Employees who are required to work overtime approved by the Chief of Police, or his designee, will be compensated for such overtime work after one-quarter ($\frac{1}{4}$) hour at the rate of time and one-half ($\frac{1}{2}$) of the normal hourly rate of said pay of said employee. Such overtime work shall be documented by an appropriate "overtime slip" and shall be subject to the approval of the Chief of Police, or his designee, such designee to be defined as ranking superior officer on duty for purposes of this paragraph only.

B. Overtime is herewith defined as that work performed by an employee which exceeds one-quarter ($\frac{1}{4}$) hour of the employee's tour of duty, or when said employee is recalled to duty on his/her day off or other than his/her tour of duty.

C. Any employee recalled to duty on his/her day off or recalled, other than a continuation of his/her regular tour of duty, shall be guaranteed a minimum of two (2) hours at the overtime rate as herein provided.

D. All Court appearances, excepting any matter wherein a civilian is complaining of or has instituted suit against another civilian or civilians, in a matter pertaining to civil

litigation, shall be construed to be work and the applicable provisions of this Article as to overtime pay and minimum recall time of two (2) hours shall apply to such Court appearances. In the event an employee is required to remain in Court longer than two (2) hours, he/she shall be compensated at the overtime rate for a minimum of four (4) hours, and if he/she is required to remain in Court longer than four (4) hours, he/she shall be compensated at the overtime rate for a minimum of six (6) hours. Records for Court attendance shall be prescribed, supplied and maintained by the City.

E. Compensation for overtime shall be paid to employees at the end of the usual pay period next succeeding that in which such overtime was worked when and wherever possible.

F. An employee may, at his/her option, elect to receive compensatory time off (at the rate of one and one-half (1½) times the overtime worked) in lieu of overtime pay, not to exceed a maximum accumulation of eighty (80) work hours. However, an employee shall select his/her option and notify his/her superior of such election at the time the overtime is worked.

G. The Chief of Police, or his/her designee, may grant the request of any two (2) employees for permission to exchange tours or days off when, in his/her discretion, he/she believes the same will not interfere with the normal operation of the Police Department.

H. The City agrees to comply with all provisions of the Fair Labor Standards Act.

ARTICLE V

POLICE TRAINING

A. The City agrees to establish a professional training program for all police officers. Training sessions will be scheduled at reasonable times during the employee's off-duty hours and employees participating in such programs shall be paid at the rate of time and one-half (1½) of the employee's regular hourly rate of pay, provided, however, that the maximum amount paid to each officer under this section shall be Four Hundred and Seventy (\$470.00) Dollars per year. Upon reaching the maximum amount of pay, police officers who are required to participate in additional training shall be paid either at the regular overtime rate or compensatory time off at the rate of one and one-half (1½) time. The manner of payment for this additional training time will be at the discretion of the City.

B. The City retains its managerial right to assign police officers to various training and specialty schools and related programs. It is, however, agreed that all officers shall participate in ten (10) hours of firearms training per annum and that all officers will have the opportunity to participate in training activities so that he/she will receive the maximum amount per year.

C. It is also recognized that officers with advanced training may participate in activities relating to special teams formed within the Department. Compensation for these activities after regular duty hours may go towards the maximum dollar amount.

ARTICLE VI

HOLIDAYS

A. The following holidays shall be paid holidays. All employees shall be compensated for fifteen (15) paid holidays per year, as follows:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Christmas Day
Holiday per Arbitration Award

Payment shall be in the following manner if the same is due and owing to the employee: Seven (7) of the said paid holidays shall be paid on July 1; the balance of the eight (8) paid holidays shall be paid on December 1.

B. In addition to the above holidays, each employee shall also be granted his/her birthday off with pay. When an employee's birthday occurs on his/her regular day off, he/she may use it to add to his/her accumulated time off or substitute another day off in place of his/her birthday, with the agreement of the Chief of Police, or his/her designee.

ARTICLE VII

VACATIONS

A. An employee shall be granted a vacation, if earned, in each year, to be taken the following year, without loss of pay. The vacation year shall be January 1 to December 31. Vacations may be taken at any time in the year; however, the Chief of Police reserves the right to limit the number of vacations during the summer months (July and August). Vacations shall be earned in the following manner, commencing on the last day of the first year stated in each category through the last day of the last year stated in each category:

- One through four years Thirteen (13) days
- Five through nine years Seventeen (17) days
- Ten through fourteen years Twenty (20) days
- Fifteen through nineteen years Twenty-three (23) days
- Twenty years and thereafter Twenty-seven (27) days

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the City, unless the City determines that it cannot be taken because of pressure of work. Any unused vacation may, with the approval of the Chief of Police, or his/her designee, be carried forward into the next succeeding year only. Any unused vacation resulting from the pressure of work as determined by the City may be carried forward into the next succeeding year only, and will be

scheduled by the Chief of Police, or his/her designee, to be taken in the next succeeding year.

C. Anything hereinbefore to the contrary notwithstanding, the Chief of Police, or his designee, shall determine and approve the dates and times of vacation to be taken by the employees. The Chief of Police, or his/her designee, shall, whenever possible or feasible, base the schedule of vacations to be taken by the said employees on a seniority basis.

D. Any employee wishing to exchange portions of his/her vacation with other employees on the same tour of duty will be permitted to do so at the discretion of the Chief of Police, or his/her designee.

ARTICLE VIII.

PERSONAL LEAVE

Each employee shall be granted three (3) working days off per year, with pay, for the purpose of conducting matters of personal, business or emergency nature, and such time shall not be deducted from any other time. Except in the case of an emergency, twenty-four (24) hour notice must be given.

ARTICLE IX

INJURY LEAVE

A. Whenever a permanent sworn police officer of the Association is incapacitated from duty because of a physical injury sustained in the performance of his/her duty, he/she shall receive his/her salary, less such amounts as shall accrue or be paid to said injured employee by temporary disability Worker's Compensation benefits, and, whenever the same is possible, the said Worker's Compensation benefits shall be deducted from the pay of the injured employee.

B. The said employee shall, as soon as practicable, after a physical injury has occurred, file a Worker's Compensation Petition, and failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.

C. The provisions herein recited in the event of a physical injury to an employee herein referred to shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said employee is not permitted, or is unable, by reason of certification by a City physician, to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said employee.

D. Any employee required by the City, or the City's insurance carrier, to be examined or treated by a physician other

that one of his/her choosing, shall be compensated with compensatory time off at the straight time rate of pay, provided he/she is not on injury leave with pay. In addition to said compensation, the employee shall also receive traveling expenses at the rate of seventeen (17) cents per mile, plus parking and tolls. In the event an employee is required to be examined by the City's physician in order to determine whether the employee is capable of returning to work, the City's physician must certify in writing to the employee, with a copy to the employee's doctor, if requested, that the employee is capable of returning to work. If the employee's personal doctor and the City's doctor disagree as to whether the employee is capable of returning to work, the dispute will be submitted to a third impartial doctor appointed through the Monmouth County Medical Association, and his decision, in writing, will be final and binding. Until the final decision is received from the third, impartial doctor, the employee will not be ordered to return to work.

ARTICLE X

SICK LEAVE

A. All permanent employees, or full time probationary employees, of the Police Department shall be entitled to sick leave with pay. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness or accident. Employee's sick leave shall not be used to allow the employee to serve as a nurse or housekeeper during extended periods of illness for any immediate member of his/her family. In the event of illness in the immediate family, a maximum of three (3) days will be considered to be permitted to be used from the said employee's sick leave while other arrangements are made for family coverage.

B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and sixteen (16) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.

3. Upon retirement, each permanent full time employee shall receive one-half ($\frac{1}{2}$) of his/her accumulated sick leave time, limited to a maximum of one hundred thirty-five (135) days of full pay at the rate of pay existing on the date of said employee's retirement.

4. In the event an employee dies prior to retirement, his/her estate shall receive one-half (½) of his/her accumulated sick leave time, subject to and conditioned upon, however, that said employee's estate shall receive not more than six (6) months' full pay at the rate of pay existing on the date of said employee's death.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify his/her supervisor may be cause for 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.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness, and physician's certification that said employee is able to return to full duty.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that

year, unless such illness is of a chronic or recurring nature, requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

(b) The City may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, 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 his/her normal duties, and, in addition thereto, that his/her return will not jeopardize the health of the other employees.

E. All employees who shall have taken less than five (5) sick days leave in any calendar year shall receive additional vacation days in the ensuing year in accordance with the following schedule:

0 sick days taken	5 additional vacation days
1 sick day taken	4 additional vacation days
2 sick days taken	3 additional vacation days
3 sick days taken	2 additional vacation days
4 sick days taken	1 additional vacation day

ARTICLE XI

HOSPITALIZATION AND INSURANCE

A. The City shall provide hospitalization and medical insurance for all full time employees, their spouses and dependent children. As to dependent children, the same shall be those children that are determined to be dependent children as interpreted by the insurance carrier. Insurance coverage shall be by Blue Cross/Blue Shield, with a Rider J included therein. The City, however, shall have the option of providing similar insurance by any other insurance carrier. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid for by the City.

B. All employees who shall retire after January 1, 1979, shall be provided with hospitalization insurance which shall not include the spouse of the retiree and the same shall provide for Blue Cross/Blue Shield and major medical coverage.

C. In the event an employee dies and the spouse remarries, there shall be no benefits inuring to or to be provided to said spouse in the event she shall remarry.

In the event that the spouse of a deceased employee is covered by any of the enumerated medical hospitalization and major medical benefits herein referred to by reason of employment or other source wherein the same or similar benefits are provided to said spouse, said spouse shall not receive the benefits herein referred to.

ARTICLE XII

DEATH LEAVE

A. Members of the Association shall be granted three (3) working days off for death in the immediate family, which shall consist of father, mother, spouse, children, brother and sister, father-in-law, mother-in-law, grandparents, spouse's grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchildren. The said salary herein referred to shall commence from the date of death through the date of the funeral.

B. Members of the Association shall be granted five (5) working days off for a death in the immediate family as aforesaid, if said member must travel a minimum of four hundred (400) miles from the City of Asbury Park to attend the funeral of the deceased.

C. Members of the Association shall be granted one (1) working day off for the death of an aunt or uncle.

ARTICLE XIII

CLOTHING PAY

A. Each employee covered by the terms of this Agreement shall receive a replacement clothing uniform allowance of Three Hundred Fifty (\$350.00) Dollars per year, together with a uniform maintenance allowance of Five Hundred (\$500.00) Dollars per year. This uniform maintenance allowance shall be paid on June 1 of the contract year.

B. Each detective employee shall receive a replacement clothing allowance of Four Hundred (\$400.00) Dollars per year, together with a clothing maintenance allowance of Five Hundred (\$500.00) Dollars per year. The clothing maintenance allowance shall be paid on June 1 of the contract year.

C. Any uniform, clothing or watches of the employee actually damaged or destroyed in the course of the employee's duties shall be repaired or replaced at the City's expense to a maximum of One Hundred (\$100.00) Dollars per claim as to watches and One Hundred Twenty-Five (\$125.00) Dollars per claim as to eyeglasses, subject to and conditioned upon the approval of the Chief of Police, or in his/her absence, the Deputy Chief of Police.

ARTICLE XIV

SALARIES

A. The following salary guides shall be in effect for the duration of this Agreement:

	<u>January 1, 1988 - December 31, 1988</u>	<u>January 1, 1989 - December 31, 1989</u>
Police Officer First Year	24,086.00	25,772.00
Police Officer Second Year	26,503.00	28,358.00
Police Officer Third Year	28,917.00	30,941.00
Police Officer Fourth Year	31,346.00	33,540.00
Detective	31,692.00	33,911.00

B. In addition to the foregoing salary guides, all employees who work during the hours of 4:00 p.m. and 7:00 p.m. shall be compensated with an additional Two (\$2.00) Dollars per working day.

ARTICLE XV

LONGEVITY PAY

A. Longevity pay shall be granted in accordance with the following pay schedule:

	<u>5th year</u>	<u>10th year</u>	<u>15th year</u>	<u>20th year</u>	<u>25th year</u>
Police Officer	\$718.78	\$1,437.57	\$2,276.15	\$2,875.13	\$3,593.92
Detective	\$726.75	\$1,453.49	\$2,301.36	\$2,906.98	\$3,633.72

B. Members of the Police Department whose anniversary date falls between January 1 and June 30 shall be paid as of July 1. Members of the Police Department whose anniversary date falls between July 1 and December 31 shall be paid as of January 1. This longevity pay shall be paid regularly as a part of the salary of the members of the Police Department.

C. Longevity pay shall be included in holiday pay and overtime pay.

ARTICLE XVI

MAINTENANCE OF STANDARDS

A. All conditions of employment relating to wages, hours of work and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved whenever specific conditions for improvement are made in this Agreement.

B. In the event of a conflict between the terms of this Agreement and the Rules and Regulations of the Police Department, then and in that event, the terms of this Agreement shall govern for the duration of this Agreement.

ARTICLE XVII

MAINTENANCE OF OPERATIONS

A. The Association and its members agree that they will not cause, instigate, promote, encourage, sanction, coerce, intimidate, counsel, participate in or authorize any person or persons to engage in any illegal strike. Further, the Association and their members agree that in the event of any future illegal strikes, they will encourage, instruct and direct all of their members to end such activity and return to work.

ARTICLE XVIII

REPRESENTATIVES AND MEMBERS

A. Duly appointed representatives of the Association shall be permitted to visit the duty posts and all other facilities used or otherwise available to the Police Department in order to inspect, ascertain and assure that the provisions of this Agreement are being properly observed. This right shall be exercised only if the Association representative or representatives obtain permission from his/her or their superior officer before visiting a grievant.

B. The Association representative(s) shall be permitted to visit City Hall for the purpose of meeting with the City Manager after an appointment for such meeting has been cleared and approved by the Chief of Police, or his/her designee.

C. The Association shall submit to the City the names of its authorized representatives and the same shall not exceed three (3) for the aforementioned purposes.

D. When the Association President or State Delegate meet by agreement as aforesaid with a City representative during the usual and normal work day within which time the City representatives are available, such meeting shall be without loss of pay or time.

E. The Association representative(s) shall report to the Shift Commander in charge immediately upon entering Police Headquarters. The Association representatives(s) shall in no way interfere with or impede the performance of work or other activity at the visitation site.

ARTICLE XIX

ASSOCIATION ACTIVITY

A. The City shall permit members of the Association's Grievance Committee (not to exceed three (3), two (2) of whom shall be the President and State Delegate) to conduct the business of the said Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

B. The City shall permit members of the Association's Negotiating Committee to attend collective bargaining meetings during the normal and usual City business day or, if approved by the City Manager, at any other time. During negotiations, the Association representatives so authorized by the Association, not to exceed three (3), shall be excused from their normal duties for such periods of negotiation as are reasonable and necessary and occur during the regular tour of duty.

C. The City agrees to grant to the member of the Association selected as the State Delegate up to fourteen (14) man days off without loss of pay or time to attend any State meeting or State Convention of the New Jersey State Policeman's Benevolent Association.

D. The City agrees that a maximum number of four (4) Association members, to be designated by the Association, including the State Delegate, shall be granted leave to attend State or national conventions pursuant to N.J.S.A. 11A:6-10, provided, however, that the Association notifies the City in writing of its intentions to do so, no later than one (1) week prior to the time leave is to be taken, except in cases of emergency, and in such case, the Chief of Police or his/her designee shall approve such leave. Anything in this Agreement contained to the contrary notwithstanding, it is understood and agreed by and between the parties hereto that the maximum time allowed for state or national conventions shall not exceed five (5) days, including travel time.

E. The City agrees that the President or the State Delegate of the Association, with the permission of the Chief of Police, which shall not be unreasonably withheld, may at any time go off post on official Association business.

ARTICLE XX

LEAVE OF ABSENCE

A. A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year, after which time the employee will be reinstated, subject to Department of Personnel Regulations or other statutes, rules and regulations of the State of New Jersey or any other Federal law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey State Department of Personnel Regulations.

ARTICLE XXI

EQUIPMENT

A. All police vehicles used by uniformed patrol shall be equipped with a dominator, emergency lights, mounted radio and air conditioning. All police vehicles used by detectives shall be equipped with air conditioning, mounted radio, portable emergency lights and siren. All vehicles aforesaid shall comply with all State of New Jersey motor vehicle inspection regulations.

B. One walkie-talkie shall be allocated to each patrol car and one walkie-talkie shall be provided for each walking post, and mace, as needed.

C. Each employee shall be given twenty-five (25) rounds of .38 caliber Super Vel ammunition on January 1 and July 1.

D. The City is to purchase a 14K gold-filled badge and Identification Case (leather), with the employee's name imprinted thereon. The City is to purchase the retirement badge for any employee who completes his service or employment in the Police Department as an expression of appreciation and gratitude for the years of faithful service rendered to the community. Service or employment shall consist of twenty-five (25) years or more; or less, if the employee retires because of medical reasons.

ARTICLE XXII

ACTIONS AGAINST OFFICERS

Whenever any action is brought against an employee covered by this Agreement for any act or omission arising out of the performance of his duties, the City shall defray all costs of defending such action in accordance with the provisions recited in the Statute of the State of New Jersey pertaining to such action. The employee shall be represented by an attorney of his/her own choosing in criminal complaints filed against him/her for actions arising out of the scope of his/her employment. The City shall save and hold harmless and pay any judgment entered against an employee for any claim arising out of the scope of his/her employment to the maximum extent permitted by law. It is understood and agreed that the fees of the attorney chosen by the employee to represent him/her must be reasonable, and in line with the accepted fees of attorneys for performing similar services in the State of New Jersey.

ARTICLE XXIII

DEDUCTIONS FROM SALARY

The City shall deduct from the salaries of employees subject to this contract annual dues in the sum of One Hundred (\$100.00) Dollars for the Association at the rate of Four Dollars and seventeen cents (\$4.17) per pay period. In the event that an employee shall not be paid during any one or more pay periods, for any reason whatsoever, the City shall not be responsible for payment of the dues to the Association on his/her behalf. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9e, as amended. Said monies shall be transmitted to the Association by the 15th of each month following the monthly pay period in which deductions were made.

ARTICLE XXIV

PERSONNEL FILES

A. No material or writings relating to an employee's conduct, service, character or personality shall be placed in said employee's personnel file, unless it is signed by the person submitting the information, and the same is exhibited to the employee before it is incorporated into his personnel file. Any employee shall have the right, at reasonable times, to examine his/her file, if so desired.

B. Employees may annex written rebuttals to all documents contained within their personnel files.

ARTICLE XXV

WORKING OUT OF JOB CLASSIFICATION

Any employee who is required to accept the responsibility and to carry out the duties of a position or rank above that which he/she normally holds and is classified for, shall be paid at the rate of that superior position or rank while performing the duties of same. The said employee assigned temporarily to a superior position or rank must work for an entire shift in that capacity to receive compensation at the rate of the superior position or rank.

ARTICLE XXVI

PROMOTIONS

A. Budgeted vacancies in all officer ranks shall be filled within sixty (60) days from the vacancy occurrence, and such vacancy shall be filled from a valid Civil Service list.

B. The City will endeavor to maintain a valid promotion list for all ranks at all times. Equal standards and qualifications shall apply for promotion. If there is no existing Department of Personnel list, the City will provisionally fill the vacancy until the list is promulgated and the permanent appointment made.

ARTICLE XXVII

POLICEMEN'S BILL OF RIGHTS

A. Members of the Police Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the City.

The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Department. These questions may require investigations by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

(a) The interrogation of a member of the Police Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Police Department is on duty;

(b) The member of the Police Department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Police Department is being interrogated as a witness only, he should be so informed at the initial contact;

(c) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary;

(d) The interrogation of the member shall not be recorded unless the member agrees and is advised of charges;

(e) The member of the Police Department 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. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts;

(f) If a member of the Police Department is under arrest or likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decision of the United States Supreme Court; and

(g) If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, he/she shall be afforded an opportunity to consult with counsel and/or P.B.A. representatives before any further interrogation. In addition, he/she shall be afforded the opportunity to have counsel and/or a P.B.A. representative present during an interrogation.

B. An employee may see his/her personnel file upon request. If an employee wishes to answer or supplement any material found in

his/her personnel file, he/she may do so and his/her written statement shall become part of the personnel file.

C. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Asbury Park Police Department.

ARTICLE XXVIII

AGENCY SHOP

P.B.A., Local 6, of Asbury Park shall be entitled to a representation fee in lieu of dues by payroll deduction from the salaries of the police officers in the Police Department in the City of Asbury Park who are not members of P.B.A., Local 6. This paragraph shall be subject to and interpreted and supplemented by N.J.S.A. 34:13A-5.5, -5.6, -5.7 and -5.8.

ARTICLE XXIX

CITY BUDGETS AND CONTRACTS

The Association is to be supplied with copies of the following documents on or before June 1st of each year:

1. Contracts of all other bargaining units in the City.
2. The City budget and all work sheets as filed with the Division of Local Government Services.

ARTICLE XXX

SEPARABILITY AND SAVINGS

A. The City and the Association agree to abide fully by the provisions of any present applicable or future Executive Orders or legislation whereby any of the salary increases recited herein cannot legally be made effective, and such increases shall be omitted or proportionately adjusted according to law.

B. In the event any provision of this Agreement is so deemed to be invalid, the parties agree to meet immediately to renegotiate a provision to replace the invalid provision.


ARTICLE XXXI
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1988, and shall remain in effect to and including December 31, 1989, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify, or terminate this Agreement. The Association shall submit a copy of its entire proposal to the City by October 1, 1989.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this 16th day of March, 1989.

CITY OF ASBURY PARK

Attest:

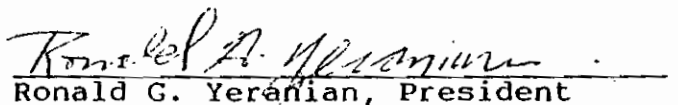



Samuel J. Addeo, City Manager

ASBURY PARK, LOCAL NO. 6,
POLICEMEN'S BENEVOLENT ASSOCIATION

Attest:




Ronald G. Yeranian, President