

Contract no. 1023

AGREEMENT BETWEEN

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUN 5 0 1992
RUTGERS UNIVERSITY

CITY OF OCEAN CITY, CAPE MAY COUNTY, NEW JERSEY

AND

OCEAN CITY P.B.A. LOCAL NO. 61

JANUARY 1, 1992 through DECEMBER 31, 1993

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ARTICLE I

ASSOCIATION RECOGNITION

A. The City hereby recognizes the Association as the sole and exclusive collective negotiating agent and representative for all full-time police officers employed in the police department of Ocean City, New Jersey, but excluding the Police Chief, Craft and Clerical employees of said department and all other City employees.

B. "Policeman" or "Police Officer" shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to plain clothes.

ARTICLE II

LEGAL REFERENCE

A. Nothing contained herein shall be construed or deny or restrict any policeman such rights as he may have under any other applicable laws and regulations.

B. Provisions of this Agreement should be subject to and subordinate to State Law, but nothing contained herein shall be deemed to subordinate this contract to local ordinances.

ARTICLE IV

MAINTENANCE OF STANDARDS

All conditions of employment relating to wages, work and general working conditions presently in effect for police officers shall be maintained at not less than the standards now in effect and the conditions shall be improved wherever specific conditions for improvement are made in any future Agreement.

ARTICLE V

THE ASSOCIATION REPRESENTATIVES AND MEMBERS

A. The City recognizes the Association as an authorized representative of the police officers and shall designate a delegate to the State Policeman's Benevolent Association who must attend, in the interest of both the City and the Association, various meetings and functions of the organization. The Delegate shall be permitted no more than five days per year with pay for attendance for official functions of the State P.B.A., with the purpose of same being to foster the purposes and intent of this Agreement and to improve all phases of police activities. Additional days may be applied for and may be granted at the discretion of the Chief of Police.

B. Upon prior notification to the Chief, or his designated authorized representatives of the Association shall be permitted to visit police headquarters or the office of the Chief of Police, Business Administrator or the Personnel Director for the purpose of investigating alleged violations of this Agreement. This right shall be exercised reasonably, and the representatives shall not interfere with the normal operations of the police department.

ARTICLE VII

POLICE BILL OF RIGHTS

A. Members of the force 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 municipality.

B. Wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationship with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to insure that these investigations are conducted in the manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The member 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 a member of the allegations shall 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. But, if the member is subject to a disciplinary investigation which may resolve in suspension or discharge, he shall have the opportunity to obtain representation by the Association before any questioning occurs.

7. Members shall not be suspended or suffer any loss of benefits until after said member has had a disciplinary hearing and has been found guilty, except in the cases of severe nature, when the Chief deems the suspension of a member an immediate necessity for the safety of the public or the welfare of the Department. The Chief shall immediately submit a report explaining such action to the Business Administrator and a copy of said report shall be made available to the member upon submission to the Business Administrator.
8. Disciplinary actions shall commence within forty-five (45) days of the occurrence which is the basis for said action. Any material recorded in the personnel file of said officer shall be admissible even though recorded earlier than one (1) year.
9. All police officers shall have access to their individual personnel files upon reasonable notice to the Chief of Police or his designee. No separate personnel file shall be established which is not available for an officer's inspection and any written material will not be placed in the officer's file until reviewed and initialed by the officer.

ARTICLE VIII

RETIREMENT

A. Police officers shall have all pension rights available under current or future New Jersey Law.

B. If an officer is killed in the line of duty, the City shall continue to provide in full force and effect all insurance benefits as specified in Section A, B and C of Article XVI for the officer's spouse until his or her death or remarriage, whichever comes first, and for the officer's children until each reaches his or her twenty-first (21st) birthday.

C. Retirement Health Benefits

1. An officer who retires on/or after April 27, 1988 with twenty-five (25) or more years of service with the City of Ocean City shall receive health benefit coverage (medical/major medical) for the retiree and his/her family.
2. An officer who retires on or after March 13, 1990 with 25 or more years of continuous service with the City of Ocean City shall receive prescription benefits with a 1/3 co-pay for the retiree and his/her family.
3. Such coverage shall not extend beyond the employee attaining the age of 65 or becoming eligible for Medicare/Medicaid, or until the death of said employee.

- a. If a retired officer dies prior to reaching the age of 65, the City shall continue the health benefit coverage entitlement for the retired officer's spouse until his/her death or remarriage and for the retired officer's children until each reaches his/her 21st birthday.
 - b. This coverage shall be effective as long as the City is self-insured or is not contractually prohibited by an insurance carrier. In the case of the latter, the City shall pay the surviving spouse an amount equal to the premium for active officer medical/major medical benefits.
4. Leaves of absence without pay shall not count toward service time and time served prior to a resignation shall be lost.
5. For those officers who are not eligible for Medicare/Medicaid, the City agrees to a plan whereby the members may buy into a plan to cover the member, and his/her spouse, beyond the age of 65. For a payroll deduction of one and one half (1 1/2%) percent until retirement, the City agrees to provide health benefit coverage (medical/major medical) until the death of the member or his/her spouse. Officers not currently taking this option who wish to participate shall make one and one-half (1.5%) percent payment retroactive to January 1, 1990 and from then on to retirement.

- (a) The enrollment period for this benefit shall be for a period of six months after the signing of this agreement, but not after December 31, 1992.
 - (b) At his/her option, an employee shall have the right to withdraw from the program without the option of reentry. Any monies contributed prior to withdrawal shall be forfeited to the City and the employee shall not be entitled to any benefits under C.5. of this article.
6. When a member and /or his/her spouse becomes eligible for Medicare/Medicaid, the City's health plan shall remain in effect as secondary provider. The City's maximum liability as secondary provider shall be \$20,000 per illness/injury.
 7. If an employee retires due to accidental disability and that employee is granted sixty-six and two-thirds (66 2/3%) percent Accidental Disability Retirement Benefits from the Police and Firemen Retirement System, all medical benefits shall be continued until the death of the employee, spouse and children to age 21.

8. It is understood and agreed that health care coverage for retirees is not retroactive and will only apply to individuals who retire after the above dates and who conform to any restrictions noted above. *See Addendum A.
9. Upon written request, retirees shall receive descriptions of their health benefits annually.

ARTICLE IX

EXTRA CONTRACT AGREEMENT

The City agrees not to enter into any agreements or contracts with the Association members who are covered hereunder, individually or collectively, which in any way conflicts with the term and conditions of this Agreement.

ARTICLE X

LEAVE OF ABSENCE

A. Leaves of absence, without pay, may be granted by the City for emergency situations, or other valid reasons, by the Department Head and approved by the appointing authority in accordance with current New Jersey Department of Personnel rules.

B. Periods of absence shall not exceed six (6) months at any one time. Such leaves may be renewed for an additional six (6) months by the appointing authority with approval by the governing body. No further renewal or extension may be granted except upon request by the appointing authority and written approval by the New Jersey Department of Personnel.

C. Leaves of absence shall be requested by officers in writing at least thirty (30) days (if possible) prior to commencement except for maternity leave which requires at least ninety (90) days (if possible) prior to starting the leave.

D. The City shall pay all health benefits not to exceed six (6) months; thereafter, if additional leave is granted and taken, the officer may elect to retain said benefits and if so she/he shall reimburse the City for the cost incurred.

E. Medical Leave of Absence - The City retains the right to place an officer on a medical leave of absence for any one of the following reasons:

1. Whenever the officer's physical or mental condition adversely affects his/his ability to continue to provide effective job performance.
2. The physical or mental condition would impair the officer's health if permitted to continue working.

3. The process to determine whether an officer is physically/mentally capable to continue work or return to work is:

(a) The City's physician and the officer's physician agree to the officer's capabilities, or

(b) Should a disagreement be found in the physicians' opinions, the City requests a third impartial examination. The expense of such examination shall be borne equally by the employee and the City. The results of the examination shall be conclusive and binding on the issue of mental/physical capacity to return to or continue working.

F. Pregnancy - Disability Leave. An employee may request and be granted disability leave due to pregnancy under the same terms and conditions as all other leaves without pay.

G. Child care leave may be granted under the same terms and conditions as all other leaves without pay.

H. A permanent employee shall be granted a leave without pay to fill an elective public office for the term of the office.

I. Education Leave

1. The appointing authority, with the approval of the governing body, may grant education leave without pay for the purpose of obtaining training that is of direct value to the local government.

2. Education leave will not be deducted from an employee's seniority.

J. A leave of absence that is approved for a specific purpose and is used for another purpose may be considered an abuse and constitute cause for disciplinary action.

ARTICLE XI

WORK WEEK AND OVERTIME

A. The normal work week shall consist of an average forty-two (42) hours per week on a yearly basis. Employees covered by this Agreement who work in accordance with this schedule and the additional thirteen (13) days of work required thereunder shall be paid for thirteen (13) days at the per diem rate in addition to regular salary, overtime, schooling stipend and longevity, if applicable. Per diem payments shall be made in December of each year.

B. All members covered by this Agreement shall, in addition to their base salary, be paid one and one-half (1 1/2) times their straight hourly rate of pay, including longevity, in accordance with their rank for all overtime worked, exclusive of court time. All overtime, over and above the forty-two (42) hour work week shall be computed by dividing a week's pay by forty (40) hours. Said overtime payments shall be provided from the City's annual, budgeted overtime fund and shall be equitably distributed. When this fund is exhausted, overtime shall be taken as compensatory time at one and one-half (1 1/2) times the number of hours worked.

Officers working forty (40) hours per week who do not receive per diem day payments shall have their hourly rate of pay determined by dividing their base pay, schooling and longevity, if applicable, by 2080 hours.

C. Overtime shall be compensated, unless otherwise provided for, at the present rate and method of compensation on the following basis:

1. 0-15 minutes no compensation
2. 16-30 minutes .5 hours of compensation
3. 31-60 minutes 1 hour of compensation
4. Thereafter, all overtime will be administered in .5 hour segments.

D. If a member is called to duty on his day off, he should be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at the present rate and method of compensation.

1. When an officer works a rotating shift and is scheduled to be off from 3 pm on Friday to 3 pm on Monday and is called in to work during that period, he/she shall receive a compensatory day on the books in addition to time and one-half compensation.

E. If a member is recalled to duty, he shall receive a minimum of two (2) hours at the present rate and method of compensation.

F. All police personnel on emergency call must report back within thirty (30) minutes after notification is received by such personnel. A written report may be requested of any police officer by the Chief or his designee if said police officer fails to report back on emergency call within thirty (30) minutes, whether or not personally notified.

G. To the extent feasible and in conformity with divisional requirements, overtime assignments should be distributed as fairly and equitably as possible.

H. It is acknowledged that the provisions of the Fair Labor Standards Act (FLSA) shall apply to the City on April 15, 1986 and that the United States Department of Labor is to promulgate regulations governing such application prior to that date. The City reserves the right to establish rules and regulations concerning the monitoring of and compensation for overtime in order to comply with such regulations and to comply with FLSA generally.

It is acknowledged that pursuant to Section 7(k) of FLSA, the City may elect a work period of between 7 and 28 days. Such an election would not affect the work schedule or the pay period of the employees, and is made solely for the purpose of the calculations required by FLSA. In the event of such an election, or any amendment thereto, the work schedule in force at that time shall continue, unaltered by said election.

Changes in work periods under Section 7(k) shall not be made arbitrarily or capriciously by the City.

The City will not attempt to recoup payments made prior to April 15, 1986 and any future date. Neither will the City unilaterally reduce regular pay or fringe benefits in an attempt to nullify the legislative applications of overtime compensation.

The City reserves the right to credit any payments made pursuant to this Agreement other than payments made as compensation for "hours worked" as defined in FLSA, against any overtime obligation incurred under FLSA.

ARTICLE XII

VACATIONS

A. Annual vacations shall be granted as follows:

1. From date of hire to the end of the first year -
one (1) working day for each month.
2. Second (2nd) through fifth (5th) year -
twelve (12) working days
3. Sixth (6th) through tenth (10th) year
eighteen (18) working days
4. Eleventh (11th) through Fifteenth (15th) year -
twenty-two (22) working days
5. Sixteenth (16th) through twentieth (20th) year -
twenty-seven (27) working days
6. Twenty-first (21st) year to date of retirement -
thirty (30) working days

B. Two (2) members on the same squad shall be permitted to take vacation leave at the same time subject to approval by the Chief. Vacations from July 1 through Labor Day shall be limited to five (5) working days and selection of days based upon seniority.

C. If a member is not able to take his vacation or any part thereof during a calendar year because of the pressure of municipal business and the needs of the Division, such vacation period not granted shall accumulate and shall be granted during the next succeeding calendar year. Otherwise, vacations shall not accumulate beyond the calendar year.

D. If a member becomes sufficiently ill so as to require inpatient hospitalization while he is on vacation, he may charge such period of illness and post-hospital recuperation against sick leave at his option. Said member must submit proof of hospitalization and a physician's certificate certifying as to the need for post-hospital recuperation.

E. Members shall not be recalled on their vacation days, except in emergencies.

F. At the sole discretion of the Chief, vacation days may be split into no more than two (2) time segments per calendar year. The initial choice of the time of the year when vacations are to be taken by various members, subject to the approval of the Chief, shall be determined on the seniority basis amongst the ranks, and within each rank, dependent on the number of years of continuous departmental service. Those members electing to split their vacations shall choose the first segment of their vacation in accordance with the above stated criteria. The second segment of vacation time shall be chosen, with the approval of the Chief, after all members have made their initial vacation choices.

ARTICLE XIII

HOLIDAYS

A. Each employee shall be entitled to fourteen (14) holidays. The holidays shall be paid for or compensated by granting equal compensatory time off. Holidays are deemed to include the following:

<u>Paid</u>	<u>Compensatory Time</u>
New Year's Day	Martin Luther King's Birthday
Memorial Day	Lincoln's Birthday
Independence Day	Washington's Birthday
Labor Day	Good Friday
Thanksgiving Day	Election Day (Primary)
Christmas Day	Columbus Day
	Veterans Day
	Election Day (General)

B. In addition, whenever the majority of City employees is granted a day off in observation of a federal, state or local holiday or by proclamation of the Mayor, with the exception of particular emergency situations, the members of the Police Department shall receive equal time off.

C. Compensatory days off may be taken with the permission of the Chief, or his designee.

D. At the option of the employee, she/he may elect to be compensated for up to eight (8) days of the above listed holidays instead of receiving compensatory time provided the Chief of Police is notified, in writing, by October 1 of the prior year. This compensation shall be determined by using the salary in effect when the days were earned. Payment shall be made during the first month of the succeeding calendar year.

ARTICLE XIV

INJURY LEAVE

If a member is incapacitated and unable to work because of a job-related injury, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties up to a period of one year as mutually certified by the member's own doctor and the City's doctor. The wages are to be offset by the amount of workmen's compensation wage payments pursuant to Chapter XV of Title 34 of the Revised Statutes of the State of New Jersey.

ARTICLE XV

SICK LEAVE/TERMINAL LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay as presently in effect and as specified hereunder.

B. Amount of Sick Leave

1. During the first year of employment only, police officers shall be entitled to and accrue one and one-quarter (1 1/4) calendar sick days per month. Thereafter, sick leave shall be added each year as of January 1 at the rate of fifteen (15) calendar days per year per police officer, in anticipation of continued employment for the full year.
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 sick leave.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him/her to sick leave, the Department shall be notified prior to the employee's starting time, in accordance with Department rules and regulations.
 - (a) Failure to so notify the Department may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.
 - (b) Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

D. Verification of Sick Leave

1. The City may require proof of illness of an employee on sick leave, after the seventh (7th) instance or on the third (3rd) consecutive day off or whenever such a requirement appears reasonable and warranted under the circumstances to prevent a continued pattern of abuse of sick leave by an employee.

Verified abuse of sick leave may be cause for disciplinary action.

2. The Association further acknowledges that the City, through the Police Chief or his designee, may adopt sick leave and verification policies provided that the policies do not constitute an egregious invasion of the employee's privacy. The application of the policy shall be subject to the grievance procedure.
3. In case of leave of absence due to exposure to contagious disease, a certificate from the City doctor shall be required prior to the employee's return to work.
4. The City may require an employee who has been absent because of personal illness, as a condition of his 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 that his/her return will not jeopardize the health or safety of other employees.

E. Terminal Leave

If a member retires without using his/her accumulated sick leave, he/she shall be compensated at the current straight time rate of pay for said terminal leave.

The maximum accumulated terminal leave days for which the member shall be entitled to receive compensation for shall be two hundred sixty (260) days, with the maximum amount of compensation not to exceed Twenty-two Thousand Five Hundred (\$22,500.00) Dollars. This section shall not be interpreted to place a maximum amount of days that a member shall be able to accumulate during his/her active employment. If a police officer uses his/her accumulated terminal leave prior to retirement, he/she shall be subject to the limits on terminal leave as follows:

While a police officer is using his/her accumulated terminal leave prior to retirement, he/she will not be entitled to additional terminal leave, holidays or vacation days for that period of time, nor shall he/she be entitled to any increase in his/her annual salary. It shall be paid every two weeks.

If an officer dies prior to retirement and is entitled to terminal leave pay, any remuneration due shall be paid to the officer's estate upon providing undisputed legal right to inherit and subject to limitation as stated above. The City solicitor will assist with required forms.

F. Attendance Incentive

If a police officer uses no sick leave during a calendar year, he/she shall have the option of being remunerated up to eight (8) days work at his or her daily rate of pay. In this event, eight (8) days shall be subtracted from the officer's accumulated sick leave bank. Payment shall be made during the first month of the succeeding calendar year.

ARTICLE XVI

INSURANCE, HEALTH AND WELFARE

A. The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees, office visits and dental coverage to include orthodontics at a maximum benefit of \$1,500 for the member and his/her family.

1. Mandatory pre-admission notification will be part of the comprehensive health benefit program. Lack of proper notification and authorization will reduce the level of reimbursement for health care expenses by 30%.

B. The City shall provide, at its cost, a prescription drug plan (\$3.00 co-pay name brand and \$2.00 co-pay generic) for the individual member and his/her family. The co-pay for active officers and their families is ineligible for reimbursement through the major medical part of the health plan.

C. The City shall provide an eye care plan for the officer and his/her family. Coverage shall be 1/3 co-pay with a maximum yearly benefit of \$425 (1992) and \$500 (1993) for the member and/or his/her family.

D. The City shall provide yearly pediatric well care visits to include immunizations for children up to 12 years of age with a maximum yearly benefit of \$100 per child.

E. The City shall afford the option to any member of the bargaining unit to enroll in an H.M.O. subject to rules and procedures to be developed by the Business Administrator. Any additional premium cost over and above the cost of the comprehensive health benefit program provided by the City shall be borne by the employee choosing an H.M.O. The employee electing H.M.O. enrollment shall do so at his/her own risk and the City will not be responsible for any lapses in coverages.

F. The City shall defend and indemnify all Department personnel from any and all suits or actions arising out of or pertaining to work-related incidents or from the performance of any functions as law enforcement officers of the State of New Jersey.

G. The City shall provide legal advice and counsel to each member pursuant to present State Statutes (particularly N.J.S.A. 40A:14-155) and whenever a member or counsel of his choice on his behalf shall request reimbursement or repayment of reasonable legal fees as required under the foregoing Statute, the City shall promptly decide upon such request.

H. The City shall provide a Twenty-Five Thousand (\$25,000.00) Dollar life insurance policy on the life of each member with the member to designate the beneficiary thereof. Upon separation of service, the member, at his/her option and cost, may convert said life insurance on an individual basis.

I. If the City desires to change any of the present plans or carriers, the benefits in any new plan shall be the same or better than the plan presently in effect. The City shall notify the Association three months in advance or as soon as possible.

J. If an officer is killed in the line of duty, the City will pay up to \$5,000 for funeral expenses upon presentation of verified bills/invoices.

ARTICLE XVII

EXCHANGE OF DAYS OFF

The Chief or his designee shall grant any reasonable request of any member of the Department to exchange hours, tours of duty or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all members who make this request; provided, however, that such exchange of days off shall not result in the City incurring overtime liability under the Fair Labor Standards Act.

It is understood and agreed that hours worked in exchange shall be excluded by the City in the calculation of the hours for which an employee is entitled to overtime compensation under FLSA.

ARTICLE XVIII

CLOTHING ALLOWANCE

A. Effective January 1, 1992, the City shall provide an annual \$750.00 clothing allowance for the maintenance and replacement of clothing used for work; \$375 to be paid on April 15th (budget process permitting) but no later than May 15th and \$375 to be paid on September 15th.

1. Effective January 1, 1993, the City shall provide an annual \$800 clothing allowance for the maintenance and replacement of clothing used for work; \$400 to be paid on April 15th (budget process permitting) but not later than May 15th and \$400 to be paid on September 15th.

NOTE: Amounts shall be reported to the
Internal Revenue Service based
upon applicable law

2. Effective January 1, 1992 all new hires are entitled to the officer clothing allowance from on or after their date of hire.

B. All uniforms damaged in the line of duty shall be replaced by the City, after inspection by the Chief or his designee.

C. All personal items that are damaged, destroyed or lost in the line of duty, which are not covered by insurance, shall be replaced by the City, after inspection and certification by the Chief or his designee. The City's liability shall not be more than \$300.00 per incident.

D. The dress code shall be at the Chief's discretion; however, members shall be permitted to remove uniform hats while in Headquarters and radio cars. In addition, members shall have the option to wear short sleeve shirts with open neck during the summer season (no tie). The blouse shall be worn only on parade details or special events. The wearing of the blouse shall not be required when the temperature is over sixty (60) degrees.

1. Should an officer be selected, by the Chief, for a special event requiring the wear of the blouse, the City will provide it to the officer at its own cost and expense. After this issue, it shall be maintained in a serviceable condition by the officer.

E. The City shall provide at its own cost and expense, a complete initial uniform for newly-employed members of the department and shall include:

- One (1) summer hat
- One (1) winter hat
- Two (2) ties
- Two (2) pairs of summer pants
- Two (2) pairs of winter pants
- Three (3) summer shirts
- Three (3) winter shirts
- One (1) holster
- One (1) handcuff holder/case
- One (1) PR-24 holder
- One (1) portable radio holder
- One (1) Sam Browne belt

One (1) regulation reversible rain coat with orange reflectorized lining and One (1) rain cap
One (1) regulation winter coat
One (1) reversible light weight jacket with orange reflectorized lining
One (1) PR-24 baton
One (1) pair of hand cuffs & keys
Two (2) regulation badges
One (1) hat badge
Two (2) metal name plates
One (1) identification card and wallet
One (1) portable radio with hand held mike and charging unit
One (1) set of collar brass (badge number)

F. In the event that the City originates any change in the present uniform or any part thereof, or requires as a result of promotion, a new uniform, then the cost due each member, as a result of that change, shall be borne by the City, and shall not be considered as part of the yearly clothing allowance.

ARTICLE XIX

TIME OFF

A. Members shall be granted time off without deduction from pay or time owed for the following request:

1. Death in the immediate family, four (4) working days unless death occurs within twenty-four (24) hours prior to the start of five (5) day shift, in which case a fifth day shall be granted.
2. Serious illness (including childbirth) in the immediate family residing with the police officer shall not exceed three (3) working days. Serious illness shall be any instance in which such member of the immediate family is either hospitalized or incapacitated while at home.
3. Immediate family shall consist of spouse, child, step-child, mother, father, brother, sister, step-mother, step-father, guardian, mother-in-law, father-in-law, grandchildren, grandparents, sister-in-law and brother-in-law.
4. Personal Day - an officer may receive personal time per calendar year to attend to his/her personal business.

- (a) A personal day may be taken at any providing there is no scheduling conflict shall mean an City would have to compensate someone and one-half to give the officer the
- (b) A personal day will be granted recommendation of the shift commander approval of the Chief.
- (c) An officer shall be entitled to personal days per calendar year.

5. Any time off granted under this Article be deducted from any other time or benefit the police officer.

B. In addition to the above, time off from duty granted at the sole discretion of the Chief for special circumstances.

ARTICLE XX

MILITARY LEAVE

Military leave shall be granted pursuant to Federal Statutes and Regulations.

Step Three:

If the Association wishes to appeal the decision of the Police Chief, or his designated representative, such appeal shall be presented in writing to the Business Administrator or his designated representative within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator or his designated representative shall respond, in writing, to the grievance within twenty (20) calendar days of the submission.

Step Four:

If the grievance is not settled through Steps One, Two and Three, 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.

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