

AGREEMENT

BETWEEN

CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

AND

THE POLICE BENEVOLENT ASSOCIATION, LOCAL NO. 6

OF THE

PATROLMEN'S BENEVOLENT ASSOCIATION

OF THE

STATE OF NEW JERSEY

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

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PREAMBLE

This Agreement, entered into this 1st day of January, 2021 by and between the CITY OF ASBURY PARK, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the POLICE BENEVOLENT ASSOCIATION, LOCAL NO. 6, hereinafter call the "Association", represents the complete and final understanding of all bargainable issues between the City and the Association.



ARTICLE I - RECOGNITION

The City recognizes the Association for the purpose 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.

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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. No provision contained herein shall be construed to deny or restrict to any member or the City such rights as they 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.

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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.

2. All police officers covered by this agreement may also utilize this grievance procedure to appeal minor discipline. Minor discipline is hereinafter defined as five (5) days of suspension or the equivalent fine, or any lesser penalty.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving the 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 Police Director or the City Manager of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Police Director 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 Deputy 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 shall be between the Deputy City Manager and Chief of Police with the Association representative and the Association attorney, if requested by the grievant. The Deputy City Manager's answer to the Second Step shall be delivered to the Association within thirteen (13) calendar days after the meeting.

STEP THREE

If the grievance is not settled at the Second step, the grievant may make written request for a Third step meeting within thirteen (13) calendar days after the answer at the Second Step, except that in disciplinary action grievances, the written request for a Third Step meeting shall be made within five (5) calendar days after the answer is received at the Second Step. The Police Chief 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 Third Step meeting shall be between the City Manager and Police Chief with the Association representative and the Association attorney, if requested by the grievant. The City Manager's answer to the Third Step shall be delivered to the Association within thirteen (13) calendar days after the meeting.



STEP FOUR

In the event the grievance is not resolved to the satisfaction of the parties herein referred to, it shall be taken to binding arbitration in the following manner:

Within thirteen (13) calendar days after the letter is sent under Step Three, the individual grievant, the Association or the City may request the New Jersey Public Employment Relations Commission to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and their 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 have no right to vary or modify the terms of this Agreement and shall render their decision within thirty (30) days of the close of the hearing.



ARTICLE IV - HOURS OF WORK AND OVERTIME

A. HOURS OF WORK

1. The schedule will consist of working four (4) consecutive ten (10) hour days and then having the next three (3) consecutive days off.
2. There will be three (3) shifts for patrol. The shifts will normally consist of 0800 to 1800, 1600 to 0200 and 2200 to 0800 but is managerial prerogative to change shift hours. Shift hours can be changed by Management with sixty (60) day notice and shall be on an annual basis from January 1 through December 31 and determined based on the needs of the department.
3. Shift selection for the above listed shifts will be based on seniority (most senior to least senior). Each officer shall submit to the Police Chief or their designee the Officer's first, second and third choices of shift assignment for the following year. This submission shall be no earlier than September 1st and no later than September 30th. The Police Chief or their designee shall reserve the right to assign Officers to another shift, if the Police Chief or their designee, in their sole discretion, deem such an assignment necessary for the efficient operation of the Police Department or in the event that an Officer's prior choices are fully staffed by more senior Officers. These changes must be made no later than October 10th of each year.
4. Once shift assignments have been made, Officers shall then select their days off for their assigned shift. This will be based on shift seniority. Days off selection shall be submitted no later than October 15th.

B. OVERTIME

1. Overtime is herewith defined as that work performed by an employee which exceeds one-quarter (1/4) hour of the employee's tour of duty, or when said employee is recalled to duty on their day off or other than their tour of duty.
2. Any employee recalled to duty on their day off or recalled other than a continuation of their regular time of duty, shall be guaranteed a minimum of two (2) hours at the overtime rate as herein provided.

3. 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, they shall be compensated at the overtime rate for a minimum of four (4) hours, and if they are required to remain in Court longer than four (4) hours, they 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.

4. 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.

5. An employee may, elect to receive compensatory time off (at the rate of one and one-half (1 1/2) 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 an option and notify their superior of such election at the time the overtime is worked. The City shall pay the overtime rate dependent on budget constraints.

6. Members shall be afforded the opportunity to be paid out for accrued compensatory time up to 40 hours every May and December, dependent on appropriate budget allocation. To be considered for pay out, members must maintain a minimum of 40 hours in their bank.

7. The Chief of Police, or their designee, may grant the request of any two (2) employees for permission to exchange tours or days off when, in their discretion, they believe the same will not interfere with the normal operation of the Police Department.

8. Officers may transfer compensatory and/or sick time to another Officer in an emergency provided the receiving officer has exhausted all sick and other leave. The transfer of compensatory and/or sick time from one Officer to another will be subject to the approval of the Police Chief and availability of compensatory and/or sick time.

C. The City shall 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. The City retains its managerial right to assign police officers to various training and specialty schools and related programs.

B. As of January 1, 1991, the compensation received for training time pursuant to the 1989-1990 contract (\$470) was eliminated and added to the 1991 base salaries for Steps 1, 2, 3, 4 and 5.

C. It is recognized that officers with advanced training may participate in activities relating to special teams formed within the Department.

D. Each police officer and detective shall be required to complete sixteen (16) hours of training time annually, ten (10) of those being firearms training. The first ten (10) hours of training in each calendar year shall not be compensated as such time has already been calculated into base salary, as per §B above. Consistent with the FLSA, all training time, if outside of regular working hours and beyond the initial ten (10) hours annually shall be paid at the time and one-half rate in pay or compensatory time, the choice of pay or time being at the discretion of the Police Chief.

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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

All holiday benefits for all bargaining unit members in the PBA shall be folded in and paid along with regular payroll and used for all calculation purposes.

B. Employees who are on unpaid leave or suspension shall not be eligible for holiday pay for the holidays during the period of suspension or unpaid leave.

ARTICLE VII - VACATIONS

A. Bargaining unit members 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 split a maximum of three (3) times a year, provided each split is a minimum of four (4) days and subject to the approval of the Police Chief; however, the Police Chief reserves the right to limit the number of vacations during the summer months (July and August). The maximum amount of vacation time that an employee may take during the time period between the First of July to August 30th, inclusive, shall be four (4) days. Vacation shall be earned in the following manner, commencing on January 1st of the full calendar year (January to December) of employment stated in each category through the last day of the last year stated in each category:

Employees hired on or before December 31, 2013	
Time of Service	Number of Vacation Days
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

Employees hired on or after January 1, 2014	
Time of Service	Number of Vacation Days
One through four years	Twelve (12) days
Five through nine years	Sixteen (16) days
Ten years and thereafter	Twenty (20) days

Vacation days are earned one (1) day per month for new employees through December 31st in the year in which they are hired. Vacation days are earned on a prorated basis for terminating or retiring employees.

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 Police Chief, or their 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 Police Chief, or their designee, to be taken in the next succeeding year.

C. Anything herein before to the contrary notwithstanding, the Police Director, or their designee, shall determine and approve the dates and times of vacation to be taken by the employees. The Chief of Police, or their 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 their vacation with other employees on the same tour of duty will be permitted to do so at the discretion of the Police Chief, or their designee.

E. Vacation leave shall be earned for time worked and shall not be accrued during leaves of absence, unpaid leaves or suspension or injury leave in excess of two (2) consecutive months. Vacation shall not accrue after an employee has resigned or retired even if their name is retained on the payroll until exhaustion of vacation or sick leave.

F. Upon the death of an active employee, the employee's accrued but unused vacation leave shall be paid to the designated beneficiary.



ARTICLE VIII - PERSONAL LEAVE

A. Each employee shall be granted four (4) 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.

B. New employees and terminating or retiring employees shall be granted personal leave on a pro-rated basis of one (1) for four (4) months of service. Personal leave shall not be carried into the next year unless personal day(s) during year earned are denied by management when requested to take such personal leave.



ARTICLE IX - INJURY LEAVE

A. Whenever a permanent sworn Police Officer is incapacitated from duty because of a physical injury sustained in the performance of their duty, they may receive their salary for a period not to exceed one (1) calendar year (12 consecutive months) from the date of the onset of the injury. Said salary payments shall include, and not in addition to, any entitlement of the employee to a portion of their salary as benefits for temporary disability due under the Worker's Compensation Law.

B. An employee's medical condition shall be reviewed as often as needed and determined by the City's insurance administrators to determine if they are eligible to be continued on injury leave.

C. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury which arose during and out of the course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance administrators based upon the reports of authorized physicians. (See Subsection F).

D. In order to receive payment under this Article, an injured employee must, as soon as practicable after a physical injury has occurred, file a written report concerning such injury with their immediate supervisor, and failure to do so shall render the employee ineligible for benefits/salary under this Article. Except in emergency situations, said report must be filed before the end of the employee's shift during which said injury occurred.

E. Entitlement to injury leave must be based upon the certification of an authorized physician (See Subsection F) as to the employee's disability. The time within the one (1) year period wherein the employee receives injury leave and is not permitted, or is unable, by reason of certification by authorized physician as designated by the City's insurance administrator, to perform their full duties as shall be directed by the Chief of Police, or their designee, resulting from said physical injury, shall not be charged against sick leave of the said employee.

F. Injury leave under this provision may be granted for up to one (1) calendar year from the initial date of injury; provided, however, that an employee's entitlement to injury leave will cease and terminate as of the approved effective date of the employee's retirement due to disability as determined by the

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Division of Pensions, if the retirement determination precedes the expiration of the one (1) year injury leave entitlement.

G. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. An employee who disagrees with the medical evaluation submitted by the authorized physician may submit a written request for a second opinion and supplemental medical evaluation. If the second opinion disagrees with the employee's personal doctor and the City's doctor as to whether the employee is entitled to injury leave, the dispute shall be submitted to a third doctor who shall be selected as outlined in Section G.

H. Any employee required by the City, or the City's insurance carrier/administrator, to be examined or treated by a physician other than one of their choosing, shall be compensated with compensatory time off for the time spent in the physician's office for such examination or treatment at the straight time rate of pay, provided they are not on injury leave with pay. In addition to said compensation, the employee shall also receive reimbursement for parking and tolls. In the event an employee is required to be examined by the City's authorized physician in order to determine whether the employee is capable of returning to work, the City's authorized physician must certify in writing to the City, 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 doctor selected as follows:

I. The Association and the City shall each compile a list of three (3) doctors from which the Association and the City shall mutually select a single physician within three (3) days from the time that a dispute arises between the employee's and the City's doctor. The determination of the third doctor regarding the employee's ability to return to work shall be in writing and 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.

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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 fifteen (15) 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 presently employed permanent full-time employee shall receive sick leave pay out capped at \$25,000.00 or 135 days, whichever is less. As of January 1, 1994, all new hires will receive sick leave pay out of maximum of 70 days upon retirement. The rate of pay out will be at rates of pay existing on the date of said employee's retirement.

4. New employees hired on or after January 1, 2018 shall have their sick leave payout capped at the rate of Seven Thousand Five Hundred Dollars (\$7,500.00).

5. In the event an employee dies prior to retirement, their estate shall receive one-half (1/2) of their 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 them to sick leave, their 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 their 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 can 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 can require an employee who has been absent because of personal illness, as a condition of their 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 their normal duties and, in addition thereto, that their return will not jeopardize the health of the other employees.

E. An employee who works and does not use a sick day from January to June shall receive two (2) extra vacation days. An employee who works from July to December and does not use a sick day shall receive two (2) extra vacation days. An employee who does not use a sick day for the entire calendar year shall receive five (5) extra vacation days.

F. Any employee covered by this agreement who does not use any of his or her allotted sick leave during a calendar year (i.e. "has perfect sick attendance") shall be entitled to an additional five (5) vacation days.

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ARTICLE XI - MATERNITY LEAVE/FAMILY LEAVE

A. Maternity

1. A pregnant employee shall be permitted to continue to work her full and normal duties so long as same is permitted by a physician's certificate. Upon notification of her pregnancy, the employee shall submit a certificate from a physician concerning her ability to perform her job duties and any restrictions on these duties. The employee shall have a continuing obligation to notify the City of any change in the status of her capability to work her full and normal duties.

2. The City shall also have the right to have any pregnant employee examined by a City-selected physician to render a determination as to that employee's ability to perform her normal duties. The examination shall be at the expense of the City.

In the event of a conflict between the determinations of the employee's and City's physicians, an independent, third physician will be used to render a binding determination as to the employee's ability to work. The independent physician will be selected as follows:

- a. The City and the Union will each provide up to three (3) names of obstetricians.
- b. A blind, impartial selection shall be made from a combination of the two (2) lists. The selected physician shall be granted access to medical records and information pertaining to the employee and her pregnancy maintained by the City's physician and the employee's physician, and the employee shall execute a release permitting such access.

2. A pregnant employee who fails to receive medical clearance to perform the full and normal duties of her job shall not be entitled to return to her duties until such medical clearance is obtained, in writing.

3. A leave of absence for reasons of disability due to pregnancy may be granted to a pregnant employee for the medically verified period of disability. Such leave will be unpaid; provided, however, that during the period of disability due to pregnancy, the employee may use accumulated sick leave, compensatory time or other accrued time and receive payment in accordance with the rights of

other employees to use accrued time during a period of non-work related, non-pregnancy-related disability leave.

4. While on a maternity leave due to pregnancy-related disability, the employee shall be treated the same with respect to seniority considerations, medical insurance and other job terms of employment, including the right to return to her prior job position, as are all other employees on a leave due to non-work-related disability.

B. Child Care/Family Leave

1. A leave of absence for reasons of child care due to the birth or adoption of a child may be granted to an eligible employee in accordance with the New Jersey Family Leave Act.

2. A leave of absence to care for a family member with a serious illness or health condition may be granted to an eligible employee in accordance with the New Jersey Family Leave Act.

3. Any employee seeking a leave of absence for child care or family leave shall apply to the City for said leave upon reasonable notice, specifying the date upon which he/she wishes to commence said leave and the date he/she expects to return to work.

4. Medical insurance shall be provided to an employee during the period of approved family leave as if the employee was continuing to work.

5. An employee returning from an approved family leave shall be reinstated to his/her former position or an equivalent position if the former position has been filled.

6. Family leave and child care leave entitlements shall be in addition to and shall not affect a pregnant employee's entitlement to leave for the period of her disability caused by pregnancy.

7. The provisions of this Section B shall be administered in accordance with the provisions of the New Jersey Family Leave Act and applicable regulations.


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ARTICLE XII - INSURANCE

A. The City shall provide medical insurance for all full-time employees, their spouses and dependent children, paid by the City in accordance with Chapter 78 of the laws of the State of New Jersey. As to dependent children, the same shall be those children that are determined to be dependent children as interpreted by Federal or State law, rule or regulation. Insurance coverage shall be chosen by the employee in accordance to applicable Plan(s). The City, however, shall have the option of providing equal to or better insurance by another 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. All new hires shall pay the highest percentage under Chapter 78 for their salary.

B. All full-time employees who retire with at least twenty-five (25) years of continuous service in a State of New Jersey pension program shall be provided with individual medical insurance as presently in effect for current employees. This provision shall not include benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

C. All full-time employee at least sixty-two (62) years of age who retire with at least twenty (20) years of continuous full-time service with the City of Asbury Park shall be entitled to receive individual medical insurance, as presently in effect for current employees. This provision shall not include any benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

D. The City of Asbury Park shall continue its practice of providing individual health insurance to an employee who retires on a disability pension. This provision shall not include any hospitalization or other benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

E. "Deferred" retirement shall not entitle an employee to receive medical insurance pursuant to this Article.

ARTICLE XIII - BEREAVEMENT LEAVE

A. Members of the Association shall be granted four (4) consecutive working days off with pay for a death in the immediate family, which shall consist of spouse/domestic partner, child/stepchild, parent, sibling, grandparent, father-in-law, mother-in-law, spouse's grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild. 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 one (1) working day off for the death of an aunt or uncle.

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ARTICLE XIV - CLOTHING PAY

A. All employees shall receive a clothing/uniform allowance of One Thousand Five Hundred (\$1,500.00) Dollars annually in addition to a uniform maintenance allowance of Six Hundred (\$600.00) Dollars per year. This uniform allowance and uniform maintenance allowance shall be paid on June 1 of each year. Shall be rolled into salary starting 7/1/2019.

B. 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 Police Chief; or in their absence, the Police Chief's designee. This provision applies so long as the damage is not due to the negligence of the employee.



ARTICLE XV - SALARIES

A. Base annual salaries for employees covered by this agreement shall be as set forth on Appendix A to this Agreement. The Academy step shall be applicable for new hires until graduation from the basic police academy.

B. In addition to the salary guides all employees who work during the hours of 4:00 p.m. and 7:00 a.m. shall be compensated with an additional six (\$6.00) dollars per working day.

C. Employees who are certified shall be begin at Step 2.

D. The percentage increase for 2021, 2022, 2023, 2024 and 2025 shall be one percent (1%), one and one-half percent (1.5%), one and three-quarters percent (1.75%), two percent (2%) and two and one-quarter percent (2.25%) each year, respectively, beginning January 1.

E. Effective January 1, 2018, any new detective shall receive 5% (five percent) of their salary until they reach top pay; instead of top pay for the assignment. Existing detectives shall receive a \$2,500.00 annual stipend.

F. Effective January 1, 2018, evening rate shall start at 6 PM; exempt from this is City and Board of Education events.

ARTICLE XVI - LONGEVITY PAY

A. Longevity pay for employees covered by this Agreement shall be as set forth on Appendix B attached.

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 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 overtime pay.

D. Longevity pay shall be eliminated for all employees covered by this agreement hired on or after January 1, 2014.

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ARTICLE XVII - 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.

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ARTICLE XVIII - MAINTENANCE OF OPERATIONS

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 its 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.

WL 

ARTICLE XIX - 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 representatives obtain permission from 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 Police Chief or their 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 representative(s) shall in no way interfere with or impede the performance of work or their activity at the visitation site.

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ARTICLE XX - 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 representative 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 twenty-four (24) 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 and President, 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 Police Director 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 time allotted shall be for the duration of the convention plus a reasonable time allowed for travel to and from the convention pursuant to N.J.S.A. 40A:14-177.

E. This Section shall be governed by State law, rules and regulations and any part herein shall be considered void.

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

* Note: The maximum number of Association members that shall represent both PBA Local #6 and the Superior Officers Association is four (4).

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ARTICLE XXI - LEAVE OF ABSENCE

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 Civil Service 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 Civil Service Commission.

1. While on approved leave of absence, employees shall not accrue time off, and the City shall not contribute to the employee's pension or health benefits.

A handwritten signature in blue ink, appearing to be 'WC' followed by a stylized flourish.

ARTICLE XXII - EQUIPMENT

- A. All equipment shall conform to Attorney General or Accreditation guidelines
- B. The City is to purchase a 10K gold filled badge and identification case (leather), with the employee's name imprinted thereon.
- C. The City shall provide any employee who completes their service or employment in the Police Department with up to \$1,000 for the purpose of purchasing a retirement badge. Service or employment shall consist of twenty-five (25) years or more, or less, if the employee retires because of medical reasons.

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ARTICLE XXIII - ACTIONS AGAINST OFFICERS

A. The City shall, pursuant to the terms and conditions set forth below, upon the timely request of any present or former member, provide for their defense and indemnification (herein referred to jointly as "Coverage") of any civil action brought against said person arising from an act or omission falling within the scope of their public duties for the City's Police Department.

B. In the event the City is provided with insurance coverage by its joint insurance fund or commercial carrier, (a) Coverage shall be dictated by the terms and conditions of said carrier's policies and procedures, and (b) defense counsel will be assigned at the sole discretion of the City or its carrier. Member further acknowledges and agrees that at the City or its carrier's sole discretion, one or more officers may have common defense counsel assigned to their defense.

C. The City shall not indemnify any member against the payment of punitive damages, penalties, or fines, but may provide for the legal defense of such claims in accord with the standards set forth herein. The City or its carrier may refuse to provide Coverage for any civil action if the City or its carrier determines that, (a) the act or omission did not occur within the scope member's employment with the City; (b) the act or failure to act was the result of actual fraud, willful misconduct or actual malice of the person requesting defense and indemnification; or (c) the defense of the action or proceeding by the City would create a conflict of interest between the City and the person or persons involved.

D. For purposes of this agreement, the duty and authority of the City to provide Coverage shall extend to cross-claims or counterclaims that may be asserted against said person but not to affirmative claims said member may wish to assert.

E. In any other action or proceeding, including criminal proceedings, the City may provide for the defense of a present or former member, if the City or its carrier, in its sole discretion, concludes that such representation is in the best interest of the City and that the person to be defended acted or failed to act in accord with the standards set forth in this agreement or the City's Personnel Manual and NJ Attorney General Guidelines.

F. Whenever the City provides for the defense of any Member as set forth herein and as a condition of such defense, the City shall assume exclusive control over the representation of such persons defended except as set forth herein.

G. In the event Member fails to provide prompt notice of any claim asserted against them or to reasonably cooperate with the attorney assigned to their defense, Coverage may be denied or terminated by the City or its carrier.

H. In the event a member determines to retain his/her own attorney for purposes of representation of punitive damages or possible uncovered claims in any civil action, neither the City nor its carrier shall be responsible for the payment of that attorney's fees and expenses.

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ARTICLE XXIV - DEDUCTIONS FROM SALARY

The City shall deduct from the salaries of employees subject to this contract annual dues as set by the PBA. Deductions shall be in twenty-four equal installments by the Association. 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 their behalf. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967. N.J.S.A. 52:14-15.9, 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.

W. O. M.

ARTICLE XXV - PERSONNEL FILES

A. Any employee covered by this Agreement shall have the right to inspect and obtain copies of documents from their personal personnel file maintained in the City Personnel Department upon ten (10) working days written notice to the custodian thereof and in accordance with governing law. The employee may inspect their file during regular business hours and only on the employee's own time. The file must be inspected in the office where it is maintained.

B. An employee may place a response to anything in their personnel file no later than ten (10) days after the employee has notice of a document being placed in their file.

C. The contents of the employee's personal file shall only be released to someone other than a City agent by Court Order or Subpoena.

D. 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 signed (under protest, if desired) by such member with the Union official present and given a copy before it is incorporated into their file. Any employee of this Union shall have the right at reasonable time to examine their file if so desired.



ARTICLE XXVI - 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 they normally hold and are classified for, shall be paid at the rate of that superior position or rank while performing the duties of same.

WL on

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.

B. 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 ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The interrogation of a member of the 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;

2. The member of the 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 members of the allegations should be provided. If it is known that the member of the department is being interrogated as a witness only, he should be so informed at the initial contact.

3. 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.

4. The interrogation of the member shall not be recorded unless the member agrees and is advised of charges;

5. 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;

6. If a member of the Police Department is under arrest or likely to be, that is, if they are a suspect or the target of a criminal investigation, they shall be given their rights pursuant to the current decision of the United States Supreme Court; and

7. 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, they shall be afforded an opportunity to consult with counsel and/or PBA representative before any further interrogation. In addition, they shall be afforded the opportunity to have counsel and/or a PBA representative present during an interrogation.

C. An employee may see their personnel file upon request. If an employee wishes to answer or supplement any material found in their personnel file, they may do so and their written statement shall become part of the personnel file.

D. 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.

WZ ON

ARTICLE XXVIII - AGENCY SHOP

PBA 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 the PBA 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.

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ARTICLE XXIX - CITY BUDGETS AND CONTRACTS

Upon request, the Association is to be supplied with copies of the following documents upon request:

N/A

we 

ARTICLE XXX - LAYOFFS

Reserved

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ARTICLE XXXI - SEPARABILITY AND SAVINGS

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.

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.

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ARTICLE XXXII - EDUCATION INCENTIVE

A. All employees who have earned prior to their employment, or who earn during their time of employment with the City, an Associate's Degree shall be entitled to an incentive payment of \$1,000.00. This incentive payment shall be made annually on January 30th.

B. All employees who have earned prior to employment, or who earn during their time of employment with the City, a Bachelor's Degree (i.e. Bachelor of Arts or Bachelor of Science) shall be entitled to an incentive payment of \$2,000.00. This incentive payment shall be made annually on January 30th.

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APPENDIX A

Base Annual Salary Guide - PBA Contract 1/1/21 TO 12/31/25

EFFECTIVE DATE		1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
EMPLOYED PRIOR TO 1/1/2002:	4TH YEAR	\$ 111,176	\$ 114,511	\$ 120,512	\$ 125,489	\$ 135,478
EMPLOYED PRIOR TO 12/31/2013:	5TH YEAR	\$ 111,176	\$ 114,511	\$ 120,512	\$ 125,489	\$ 135,478
EMPLOYED ON OR AFTER 1/1/14:	1ST YEAR	\$ 40,075	\$ 40,676	\$ 41,388	\$ 42,215	\$ 43,165
	2ND YEAR	\$ 47,421	\$ 48,132	\$ 48,974	\$ 49,954	\$ 51,078
	3RD YEAR	\$ 56,357	\$ 57,202	\$ 58,203	\$ 59,367	\$ 60,703
	4TH YEAR	\$ 64,033	\$ 64,993	\$ 66,131	\$ 67,453	\$ 68,971
	5TH YEAR	\$ 71,708	\$ 72,784	\$ 74,057	\$ 75,538	\$ 77,238
	6TH YEAR	\$ 79,384	\$ 80,575	\$ 81,985	\$ 83,624	\$ 85,506
	7TH YEAR	\$ 87,059	\$ 88,365	\$ 89,911	\$ 91,709	\$ 93,773
	8TH YEAR	\$ 94,735	\$ 96,156	\$ 97,839	\$ 99,795	\$ 102,041
	9TH YEAR	\$ 102,411	\$ 103,947	\$ 105,766	\$ 107,882	\$ 110,309
	10TH YEAR	\$ 111,176	\$ 114,511	\$ 120,512	\$ 125,489	\$ 135,478

All members assigned to the Detective Bureau shall receive an annual stipend of \$2,500.00 in addition to base salary.

APPENDIX B LONGEVITY

Police Officer

10th year	\$1,077
15th year	\$2,170
20th year	\$4,300
25th year	\$5,119

Detective

10th year	\$1,127
15th year	\$2,281
20th year	\$4,503
25th year	\$5,363

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ARTICLE XXXIII - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect through and including December 31, 2025, 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.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this 26 day of April, 2021.

Attest:

CITY OF ASBURY PARK

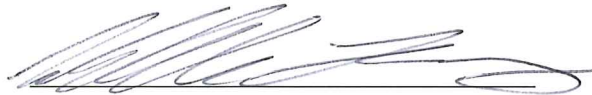
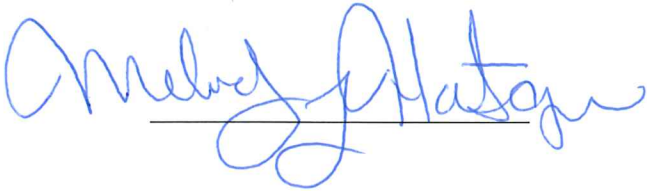


Donna M. Vieiro, City Manager

Attest:

ASBURY PARK, LOCAL NO. 6

POLICEMEN'S BENEVOLENT ASSOCIATION



PBA President

MELODY J. HARTSGROVE
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50037409
My Commission Expires 4/29/2021