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AGREEMENT
between the
CITY OF ATLANTIC CITY
and the
ATLANTIC CITY INSPECTORS OF POLICE

January 1, 1993 to December 31, 1995

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TABLE OF CONTENTS

		<u>Page</u>
Article I	Purpose	2
Article II	Interpretation	2
Article III	Management Rights	3
Article IV	Duties of Officers	4
Article V	Grievance Procedures	4
Article VI	Check-Off	6
Article VII	Non-Discrimination	7
Article VIII	Strikes	7
Article IX	Bulletin Boards	8
Article X	Shoe and Clothing Maintenance Allowance	8
Article XI	Special Leaves	9
Article XII	Acting Out of Title	10
Article XIII	Longevity	10
Article XIV	Hospitalization Insurance	10
Article XV	Continuation of Benefits Not Covered By this Agreement	12
Article XVI	Education and Training Incentives	12
Article XVII	Terminal Leave with Pay	13
Article XVIII	Additional Employment	15
Article XIX	Holidays	15
Article XX	Detective Differential	16
Article XXI	Work Week	16
Article XXII	Call Back	17
Article XXIII	Overtime	17
Article XXIV	Sick and Injured	18
Article XXV	Vacations	21
Article XXVI	Dental, Prescription and Optical	22
Article XXVII	Schedule of Salaries	23
Article XXVIII	Continuation of Health Benefits upon Retirement	23
Article XXIX	Automobiles	24
Article XXX	Savings Clause	24
Article XXXI	Legal Plan	25
Article XXXII	Expungement	25
Article XXXIII	Personal Days	25
Article XXXIV	Shift Differential	26
Article XXXV	Maintenance of Benefits	26
Article XXXVI	Fully Bargained Provisions	26
Article XXXVII	Duration	27

AGREEMENT dated the _____ day of _____, 1994
by and between the CITY OF ATLANTIC CITY, a municipal corporation
of the State of New Jersey, hereinafter referred to as the
"City", and the ATLANTIC CITY INSPECTORS OF POLICE, hereinafter
referred to as the "Inspectors".

ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provisions of the
New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1 et.
seq.) of the State of New Jersey, to promote and ensure
harmonious relations, cooperation, and understanding between the
City and the Inspectors; to prescribe the rights and duties of
the City and Inspectors; to provide for the resolution of
legitimate grievances, all in order that the public service shall
be expedited and effectuated in the best interest of the people
of the City of Atlantic City its Inspectors of Police and the
City.

ARTICLE II

INTERPRETATION

- A. It is the intention of the parties that this Agreement be
construed in harmony with the New Jersey Civil Service Law
the New Jersey Employer-Employee Relations Act, the Statutes
of the State of New Jersey, the Ordinances of the City of
Atlantic City and the Rules and Regulations of the Police
Department.

- B. The City recognizes the Atlantic City Inspectors of Police as the exclusive negotiating agent and representative for all Inspectors of Police employed by the City of Atlantic City.
- C. The City agrees that the Inspectors have the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters.

ARTICLE III

MANAGEMENT RIGHTS

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

shall alter or relieve the City of any of its obligations undertaken by this Agreement.

ARTICLE IV

DUTIES OF OFFICERS

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

ARTICLE V

GRIEVANCE PROCEDURES

A. Definition

A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by an Inspector as to any action or non-action taken towards him which violates any right arising out of his employment. The City shall not discipline any employee without just cause. In all investigations or conferences relating to discipline or the application of discipline, the employee shall have the right to representation by the Inspectors.

STEP 1.

All grievances shall be in writing, as shall responses to them by the City. A grievance must be filed within thirty (30) days of its occurrence, or from when the employee should have knowr of its occurrence, or it shall be deemed

abandoned; and shall be submitted to the Chief of Police. The Chief shall answer in writing within five (5) days of its submission.

STEP 2.

In the event the parties are unable to resolve the grievance in the first step, either party may, within (10) days, refer the grievance to an individual selected by the Appointing Authority (the City), which individual shall be at the Department Director's level or above. The Inspectors reserve the right to object to the specific individual selected by the Appointing Authority if the Inspectors believe that the individual has a real or apparent conflict of interest in the particular case.

STEP 3.

In the absence of mutual agreement, the following procedure will be used.

In the event the grievance is not resolved at the second step, either party may refer the matter to impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Inspectors. If the City and the Inspectors cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall

select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Civil Service Department of the State of New Jersey which might be pertinent and render his award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared by the City and the Inspectors.

B. Release Time

Any Inspector of Police participating in the grievance procedure, including the arbitration, shall be released from work without loss of pay for such purpose, and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

C. Extensions and Modifications

Time extensions may be mutually agreed to by the City and the employee or Inspectors.

ARTICLE VI

CHECK-OFF

The City shall deduct dues and initiation fees from the wages of all personnel covered by this Agreement who have filed with the City a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Inspectors shall advise the City of the fixed and standard dues and initiation fees of its members. The dues and initiation fees shall be deducted from

the regular bi-weekly pay check of the personnel covered by this Agreement and the City shall promptly forward the payment to the Inspectors. All members of the bargaining unit will be required as a condition of employment to have deducted from their paycheck an amount equivalent to not more than 85% of the Inspectors initiation fees and dues, if the Inspectors so notify the City.

ARTICLE VII

NON-DISCRIMINATION

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

ARTICLE VIII

STRIKES

The Inspectors assure and pledge to the City that its goals and purposes are such as to condone no strikes by police officers, nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey; and the

Inspectors will not initiate such activities nor advocate or encourage members of the unit to initiate the same.

ARTICLE IX

BULLETIN BOARDS

- A. The City shall permit the use of bulletin boards, located in the Police Headquarters, by the Inspectors, for the posting of notices concerning Inspectors of Police business and activities.
- B. All such notices shall be signed by an Inspector of Police.

ARTICLE X

SHOE AND CLOTHING MAINTENANCE ALLOWANCE

- A. Effective January 1, 1993 the City shall pay each Inspector covered by this contract an annual shoe and clothing maintenance allowance of \$1,475.00 on the last pay day in November. Effective January 1, 1994 the annual shoe and clothing maintenance allowance shall be \$1,550.00. Effective January 1, 1995 the annual shoe and clothing maintenance allowance shall be \$1,550.00.
- B. The shoe and clothing maintenance allowance shall be prorated for new Inspectors and Inspectors taking a leave of absence without pay.
- C. Uniform inspections shall be held twice yearly on January 15, for summer uniforms; and on June 15 for winter uniforms.
 - 1. If no replacement has been supplied for the summer uniform by May 15, or no replacement of the winter uniform by October 15, then in that event the officer

shall be permitted to purchase such items and be reimbursed by the City within thirty (30) days from the day that he submits his paid receipts.

- D. The parties further agree that a uniform damaged in the line of duty requiring immediate replacement shall be replaced after inspection by the Chief of Police, at the expense of the City.
- E. Equipment, to include rain gear, badges, ammunition, and accident paraphernalia, shall be included with the uniform inspection and replaced in the same manner.
- F. The parties further agree that personal effects (including civilian clothes) damaged in the line of duty shall be replaced by the City within thirty (30) days from the date of submission of appropriate receipts.

ARTICLE XI

SPECIAL LEAVES

- A. Leave from duty with full appropriate pay shall be granted to the members of the Inspectors' negotiation committee who attend meetings between the City and the Inspectors for the purpose of negotiating the terms of the contract provided the employee is scheduled on duty at the time simultaneous to attendance.
- B. Funeral Leaves
An officer shall be entitled to five (5) working days of paid leave in the event of the death of a member of the officer's "immediate family." The "immediate family" shall

include: wife, husband, children, parents, grandparents, sisters, brothers, brothers- and sisters-in-law, mother- and father-in-law, and individuals living in the officer's household even if not a relative. In the event of the death of all other relatives, the officer shall be entitled to one (1) working day of leave to attend the funeral service. Upon submission of proof, an additional two (2) working days of paid leave shall be granted for out-of-state travel of 250 miles or more round trip.

ARTICLE XII

ACTING OUT OF TITLE

In the event an Inspector is assigned to act in a higher title, and perform in that capacity for eight days the Inspector shall be compensated at the higher rate of pay associated with that title.

ARTICLE XIII

LONGEVITY

A. Payment for longevity shall commence on the anniversary date of the Inspector. Payment shall begin the following pay period.

ARTICLE XIV

HOSPITALIZATION INSURANCE

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

1. All Inspectors, including those awaiting examination certification from the New Jersey Civil Service Commission shall be entitled to obtain a group plan of hospitalization and Medical-Surgical insurance for themselves and their husbands wives and dependent children under nineteen (19) years of age, unless the dependent is enrolled in an accredited college or university, in which case coverage for said dependents shall be maintained to age twenty-three (23).
2. The complete cost of paying the premiums for the Hospitalization and Medical-Surgical Insurance shall be paid by the City of Atlantic City. Said coverage is more particularly set out in Ordinance No. 6 of 1964, as amended. Effective July 1, 1994, the health insurance coverage will provide for a mandatory second opinion.
3. The Blue Cross and Blue Shield plan will be the U.C.R. Series.
4. The complete cost of paying the premiums for the U.C.R. Series shall be paid by the City of Atlantic City.
5. The City shall also provide the following health benefit coverage through the carrier of its choice.
 - a. Diagnostic, laboratory and x-ray benefits, maximum of \$300.00.
 - b. The Major Medical deductible shall continue to be \$100.00 for individual coverage. Effective July

1, 1994 the deductible for family coverage will increase to \$200.00 per year. The co-insurance limit shall be 80% of the next \$1,500.00.

ARTICLE XV

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

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

ARTICLE XVI

EDUCATION AND TRAINING INCENTIVES

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

Upon the completion of fifteen (15) credit hours, the Inspector shall receive a 2% increment on his/her base salary.

Upon the completion of thirty (30) credit hours, the Inspector shall receive a 3% increment on his/her base salary.

Upon the completion of forty-five (45) credit hours, the Inspector shall receive a 4% increment on his/her base salary.

Upon the completion of an associate degree or equivalent of sixty-five (65) credit hours, the Inspector shall receive a 6% increment on his/her base salary.

Upon the completion of one hundred (100) credit hours, the Inspector shall receive a 7% increment on his/her base salary.

Upon the completion of a bachelor's degree or one hundred thirty (130) credits, any Inspector shall receive an 9% increment on his/her base salary.

For the completion of any graduate degree, the Inspector shall receive a 10% increment on his/her base salary.

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

The special salary increments set forth above shall be effective retroactive to January 1, 1993.

Other specialized training (i.e., seminars, special courses) can be used with college credit hours as a basis for increments.

The general guidelines are as follows: total hours spent in these approved special programs will provide credit equal to hours spent in the classroom. The following rates are used:

3 College credits = 40 hours special training
3 College credits = 40 hours class time
30 College credits = 400 hours class time

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

ARTICLE XVII

TERMINAL LEAVE WITH PAY

A. Upon retirement Inspectors shall be entitled to terminal leave up to one and one-half (1-1/2) year with full pay. The terminal leave shall be based upon accumulated sick leave. Payment for terminal leave shall continue based on a regular 40 hour week during this period.

B. Terminal leave options made available under this Agreement are as follows:

Plan "A" Employees will remain on payroll until said employee's sick leave has expired.

1. While on terminal leave, said employee shall be entitled to all benefits except paid holidays. The full clothing maintenance, as provided in this Agreement, shall be paid to any employee who has worked at least one (1) day in a year in which he goes on terminal leave, is disabled or dies.

OR

Plan "B" Accumulated sick leave lump sum payment. A lump sum payment at the full rate of pay in effect at the time of employee's retirement. It shall be paid upon retirement; or at the exclusive option of the employee, over a three year period beginning in the year of retirement; or over any other period which can be mutually agreed to by the City and the employee.

C. Employees must provide notice before the City's budget submission date of the year in which they intend to take terminal leave, and shall also furnish proof of intention of retirement.

D. Pursuant to an arbitration award of Jack D. Tillem, Esquire under P.E.R.C. Docket NO. IA-84-125 issued with respect to a grievance between the City of Atlantic City and P.B.A. Local #24, terminal leave shall be amended to provide for a maximum

accumulated time of sixteen (16) months, for all employees hired in 1984, and a maximum of fourteen (14) months for those hired in 1985 and a maximum of twelve (12) months for those hired in 1986. The current employees hired before 1984 will not be effected by this change. It is understood that the word hired refers to initial employment with the City of Atlantic City Police Department, and does not refer to the date of promotion to Inspector of Police. It is further understood that none of the individuals currently employed as Inspectors of Police as of the execution of this agreement are covered by this paragraph.

ARTICLE XVIII

ADDITIONAL EMPLOYMENT

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

ARTICLE XIX

HOLIDAYS

Inspectors covered by this Agreement shall receive the following fourteen (14) holidays:

- | | |
|--------------------------|----------------------|
| 1. New Year's Day | 8. July Fourth |
| 2. Martin Luther King | 9. Labor Day |
| 3. Lincoln's Birthday | 10. Columbus Day |
| 4. Washington's Birthday | 11. Election Day |
| 5. Good Friday | 12. Veterans Day |
| 6. Easter | 13. Thanksgiving Day |
| 7. Memorial Day | 14. Christmas Day |

The holiday pay shall be computed at the rate of time and one-half of full pay for Inspectors, including any longevity and educational credits and other increments to which the employee is entitled based, upon an eight (8) hour day. Holiday pay shall be given to all Inspectors for the above holidays whether or not they are scheduled off from work on the holidays. Holiday payments shall be made on the last payday in November. Whenever a holiday is worked, eight (8) hours pay will be received the following payday in addition to the regular days pay. Illness or injury shall be computed at an eight (8) hour rate for holidays.

ARTICLE XX

DETECTIVE DIFFERENTIAL

Inspectors of Police, regardless of assignment, shall receive a differential of an additional 3% of their base salary in lieu of the 3% detectives differential.

ARTICLE XXI

WORK WEEK

At no time will the regular defined work week consist of more than forty (40) hours per week or eight (8) hours per day. Any additional hours will be considered overtime and pay will be at the rate of time and one-half for that time.

In no event shall an Inspector have a schedule change which results in his loss of overtime unless an emergency is declared by the Director of Police in writing.

ARTICLE XXII

CALL BACK

In the event there is a call back to duty for an emergency, Inspectors shall receive a minimum of four (4) hours pay at the rate of time and one-half.

ARTICLE XXIII

OVERTIME

Overtime shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off. Overtime shall also consist of any hours worked in excess of forty (40) hours per week or eight (8) hours per day.

- A. All Inspectors covered by this Agreement shall be paid time and one-half for overtime.
- B. For the purpose of this Agreement, any overtime spent in the County Court at Mays Landing shall be paid at time and one-half the hourly rate. And it shall be the continued practice to credit an employee appearing in Mays Landing with one (1) hour travel time in addition to time actually in Court.
- C. There shall be paid court time for municipal and juvenile court appearance at time and one-half hourly rate. There will be a minimum of one (1) hour per pay per appearance.
- D. Overtime payments shall be made every two (2) weeks. They shall be paid on the payday following the previous pay period.

ARTICLE XXIV

SICK AND INJURED

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

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

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

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

3. In the event the illness or injury is not service connected, said Inspector shall have his or her injury or illness reviewed by the City for the purpose of determining the injury or illness to be major and thereby render the Inspector eligible for sick leave compensation in excess of

either the yearly one hundred twenty (120) hours or accumulated sick leave which he or she may have exhausted, or if the City determines that injury or illness requires convalescing.

The sick leave shall not exceed one (1) year. In such event, said Inspector shall not have any accumulated sick time deducted.

All excused and notifications of illness shall be submitted to the City for their determination. Ordinary and nonconsecutive sick days after fifteen (15) days in any one year shall result in a loss of pay unless the employec uses his accumulated sick time.

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

4. Each year the City shall make available to each Inspector a current record of sick and injured days taken and the accumulated balance, if any, which record shall be made available to the Inspectors with the yearly W-2 statement.
5. a. The Chief of Police has the discretion to arrange for the Inspectors to be visited personally to ascertain the validity of the said Inspector's illness or injury. If deemed appropriate, the Chief of Police will discipline Inspectors who are in direct violation of the rules and

regulations that govern personal conduct with the Atlantic City Police Department.

b. If the Police Surgeon or Inspector's family physician deems it necessary for said employee to miss employment for the remainder of that employee's work week, that physician will be required to notify the Office of the Chief of Police with written notification as to the nature of the illness and/or injury including prognosis. Telephone calls will not be accepted.

c. Upon the third (3rd) consecutive sick day (excluding days off), the sick or injured Inspector will be required to furnish a certificate of illness and/or injury on the first day of return, to the Chief of Police.

d. If an illness continues beyond the balance of sick leave an Inspector has accumulated, the City shall make a recommendation as to the determination of a chronic illness or injury.

e. Under Paragraph 5(a), any Inspector found to be falsifying medical documents in his/her favor in violation of this section, or is found to be claiming an illness or injury when in reality he/she is not ill or injured when that person has not exhausted his/her sick leave, that employee shall be disciplined by the Director of Police under the guidelines as Departmental Hearing may direct.

f. The City will, at its discretion, undertake a review of abuse of accumulated sick time.

g. At all times during the course of an illness, or injury to any Inspector under this Agreement, the injured or sick Inspector shall keep the Office of the Chief of Police advised at least once a week as to that person's physical and/or mental status with supporting data available from that injured or sick Inspector's attending physician as well as the Police Surgeon.

h. As under previous agreements such as this, the Police Surgeon will likewise be informed as to any Inspector who calls off duty or injured. This encumbrance shall be borne by that Inspector requesting a change in status because of illness and/or injury.

ARTICLE XXV

VACATIONS

- A. The Inspectors shall be entitled to 34 working days of vacation per year to be computed as follows; $34 \text{ days} \times 8 \text{ hours} = 272 \text{ hours} = 27.2 \text{ days } 10 \text{ hours}$ or 34 days of 8 hours.
- B. If an Inspector is unable to use the vacation, the City then agrees to buy back the vacation in the month of December at the Inspector's full prevailing rate of pay. Alternatively the Inspector may at his or her option accumulate unlimited vacation to be utilized upon retirement or as terminal leave.
- C. Inspectors will receive an additional ten (10) compensatory days annually.

- D. Vacation requests shall be submitted to the Chief of Police for approval.

ARTICLE XXVI

DENTAL PRESCRIPTION AND OPTICAL

The City shall provide a dental plan, a prescription and an optical plan. The plans shall remain in effect for the duration of this contract. The Inspectors shall have the same plan provided to the P.B.A. Local #24. If the specifications of the P.B.A. plan change, the Inspectors will be given notice of this change and the opportunity to renegotiate the specifications of their plan, if they so desire.

The plans shall include the following specifications:

- (a) There shall be no co-pay requirement for prescriptions through June 30, 1994. Effective July 1, 1994, there shall be a \$3.00 co-pay for prescriptions.
- (b) One (1) pair of eyeglasses or contact lenses per twelve month period. Contact lens benefit to be \$150.00. Eye examination coverage provided every twelve (12) months.
- (c) Orthodontic benefit shall be 75%.
- (d) Dental and orthodontic coverage maximum shall be \$2,000.00 per calendar year.
- (e) Dental coverage for dependents is provided to age 19, unless dependent is enrolled in an accredited college or university, in which case coverage for said dependents may be maintained to age 23.

ARTICLE XXVII

SCHEDULE OF SALARIES

The base salary for all Inspectors, shall be as follows:

Effective January 1, 1993 ----	\$68,789.00
Effective January 1, 1994 ----	\$70,889.00
Effective January 1, 1995 ----	\$73,039.00

ARTICLE XXVIII

CONTINUATION OF HEALTH BENEFITS UPON RETIREMENT

Effective January 1, 1986, the City will pay up to \$550.00 annually (total) for individual health insurance coverage for retirees who retired prior to January 1, 1987 for their first five (5) years of retirement only. Effective January 1, 1987, Inspectors who qualify for continuation of health benefits upon retirement under the terms of this Article and retired after January 1, 1987 but prior to January 1, 1991, will receive a maximum of \$70.00 per month towards hospitalization benefits for their first five (5) years of retirement only. Effective January 1, 1991 who qualify for a continuation of health benefits upon retirement under the terms of this Article and retire on or after January 1, 1991 will receive a maximum annual payment of \$1,500.00 for the first seven (7) years of retirement only.

The above payments apply only to Inspectors who retire pursuant to a normal service retirement. Retirees who qualify for substantially equivalent coverage paid either through another job

or a spouse shall not be eligible while such coverage is available. A retired Inspector who does not receive this benefit during some period of the first seven (7) years of his/her retirement shall not be disqualified from receiving this benefit, if otherwise qualified, for the remaining period of the said first seven years of retirement. A retiree shall have the option of remaining part of any health insurance group provided by this agreement at his/her own expense, except for the payments set forth above, provided said plans permit this with no cost to the City.

ARTICLE XXIX

AUTOMOBILES

- A. The parties agree that all automobiles purchased or leased for Inspectors shall be air conditioned and have rain gutters.
- B. The Inspectors shall have the full use of a vehicle on a 24 hour basis. Since the Inspectors are on emergency call back, they shall have full use of the vehicle while on day off. The Inspectors shall use the vehicle at all times while on duty and also for personal use so that they may respond when needed. The vehicle shall be unmarked.

ARTICLE XXX

SAVINGS CLAUSE

In the event that any provisions of this Agreement shall be finally determined to be in violation of any applicable Civil Service Law or Regulation, or any other statute, such

determinations shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

ARTICLE XXXI

LEGAL PLAN

Should any unit of employees of the City be awarded, or shall they negotiate a prepaid legal plan, then the Inspectors shall be entitled to reopen negotiations on such a plan for their unit, including the right to proceed to interest arbitration on that issue.

ARTICLE XXXII

EXPUNGEMENT

When an Inspector is charged with an offense or crime arising out of or incidental to the performance of his duties and is subsequently acquitted therefrom, the City shall provide for the expungement of said charge from his or her record.

ARTICLE XXXIII

PERSONAL DAYS

A. All Police Officers are entitled to two (2) personal days off, i.e., either two ten (10) hour days or two eight (8) hour days depending on assignment. All vacation and personal days shall be determined by seniority.

B. One (1) day can be converted to holiday pay if not taken before November 1st of each year. One (1) day will be carried to the following year if the Chief cannot schedule the desired day off.

ARTICLE XXXIV

SHIFT DIFFERENTIAL

A. There shall be an annual shift differential for all Inspectors regularly assigned the 4:00 p.m. to 12:00 a.m. and 12:00 a.m. to 8:00 a.m. shift as follows:

4:00 p.m. to 12:00 a.m.	12:00 a.m. to 8:00 p.m.
\$300.00	\$400.00

B. Said allowance shall be paid once per year no later than December and shall be pro-rated for time actually worked on those shifts. The differential does not apply to emergency and/or temporary assignments to these shifts.

ARTICLE XXXV

MAINTENANCE OF BENEFITS

If P.B.A. Local #24 or the Atlantic City Professional Firefighters Local #198, I.A.F.F. receive any additional benefits and salary during the term of this agreement it is understood that the parties will reopen negotiations limited to the applicability of those benefits to the Inspectors of Police.

ARTICLE XXXVI

FULLY BARGAINED PROVISIONS

This agreement shall constitute the full and final agreement between the parties on all matters that were or could have been the subject of negotiations.

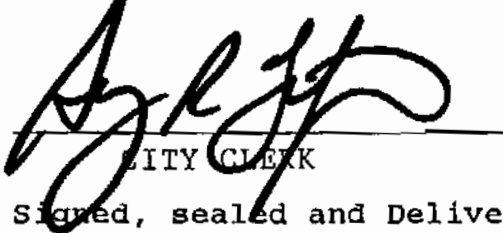
ARTICLE XXXVII

DURATION

This contract shall be in full force and effect from January 1, 1993 until midnight December 31, 1995. The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this Agreement shall commence the first week of September, 1995. In the event no successor agreement is completed before December 31, 1995, the present contract will continue in force, until a successor contract is completed.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the City and the Inspectors on the _____ day of _____, 1994.

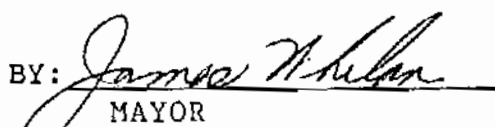
ATTEST



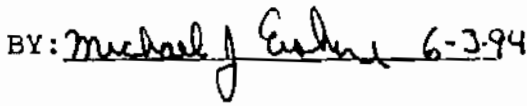
CITY CLERK

Signed, sealed and Delivered
the presence of:

CITY OF ATLANTIC CITY

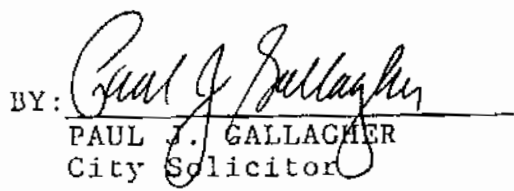
BY: 
MAYOR

ATLANTIC CITY INSPECTORS OF in
POLICE

BY:  6-3-94

The within Agreement approved as to form and execution.

DATE: 9/1/94

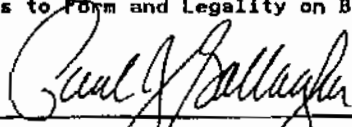
BY: 
PAUL J. GALLAGHER
City Solicitor

Resolution of the City of Atlantic City

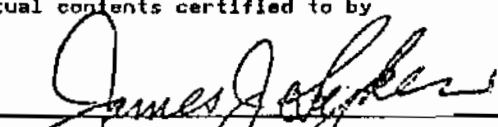
No. 300

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by



 City Solicitor /s/ Paul J. Gallagher



 Business Administrator /s/ James Sykes

Prepared by City Solicitor's Office

Council Members. LANGFORD & HUDGINS & MANCUSO. Present the following Resolution:

WHEREAS, the City of Atlantic City has been involved in collective bargaining with the Atlantic City Inspectors of Police; and

WHEREAS, an agreement has been reached between the parties;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest said COLLECTIVE BARGAINING AGREEMENT between the City and the ATLANTIC CITY INSPECTORS OF POLICE, covering the period from JANUARY 1, 1993 through DECEMBER 31, 1995.

dle May 18, 1994 10:25:26 AM R0300-94/COUNCIL/05-25-94

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
COURSEY	/						MANCUSO	/					
HUDGINS	/						NORRELL-NANCE	/					
KELLEY	/						ZINGARELLI	/					
LANGFORD	/						RUSSO, PRESIDENT	/					

x-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second

DATE OF ADOPTION: ...MAY 25 1994


 Benjamin R. Fitzgerald City Clerk