

3-0063

Contract # 188

20-04

A G R E E M E N T

BETWEEN

CITY OF ELIZABETH, NEW JERSEY

AND

ELIZABETH POLICE SUPERIOR OFFICERS ASSOCIATION

^ JANUARY 1, 1990 THROUGH DECEMBER 31, 1991

RECEIVED  
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AGREEMENT entered into this 25<sup>th</sup> day of February ,  
1991  
~~1990~~ between the CITY OF ELIZABETH, New Jersey, hereinafter  
referred to as the "City" and ELIZABETH POLICE SUPERIOR OFFICERS  
ASSOCIATION, hereinafter referred to as "Superior Officers" or  
the "Association".

**ARTICLE I**

**RECOGNITION**

1. The City hereby recognizes the Elizabeth Police Superior Officers Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all full-time, uniformed Police Department employees of the rank of Sergeant, Lieutenant, Captain, excluding all others.
2. Unless otherwise indicated, the terms "Superior Officer", "Superior Officers", "employee", or "employees", when used in this Agreement, shall refer to all persons represented in the above-defined unit.

**ARTICLE II**

**ASSOCIATION MAINTENANCE OF MEMBERSHIP**

1. Employees covered by this Agreement at the time it is executed and who are members for the duration of this Agreement and the City will not honor revocations from any employee covered by this provision, except as provided herein.
2. Employees who are not members of the Association and who desire membership shall confirm their desire to join for the duration of this Agreement by initiating their Association application form and dues deduction authorization forms.
3. All deductions under this Article shall be subject to revocation by the employees who executed such assignments, upon giving at least thirty (30) days' written notice, immediately prior to the expiration date of this Agreement to assignees and the City Comptroller. The City Comptroller and the City Treasurer shall thereafter cease withholding any monies whatever under such assignments.
4. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. Money checked off shall be remitted by the 1st and 15th of each month, unless otherwise mutually agreed upon. Once payment is made, the City or any of its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

**ARTICLE II**

**ASSOCIATION MAINTENANCE OF MEMBERSHIP (Continued)**

5. If any provision in this contract is deemed to be invalid under any applicable statutes or laws, said invalidity shall in no way affect the remaining provisions of this contract.

## ARTICLE II-A

### ASSOCIATION SECURITY

1. Upon the request of the Association, the employer shall deduct a representation fee from the wages of each employee who is not a member of the Association.
2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
3. The amount of said representation fee shall be certified to the employer by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged the Association to its own members.
4. The Association agrees to indemnify and hold the employer harmless against any liability, cause of action, or claims of loss whatsoever arising as a result of said deductions.
5. The employer shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.
6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4 (2) (c) and (3) (L.1979,c.447), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making such deductions.



## ARTICLE III

### GRIEVANCE PROCEDURE AND ARBITRATION

#### 1. Procedure

- Step 1. In the event that any difference or dispute should arise between the City and the Association or the employees over the application or interpretation of the terms of this Agreement, an earnest effort shall be made within five (5) working days after the occurrence of the grievance or employee knowledge thereof, to settle such difference immediately between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally.
- Step 2. If no satisfactory agreement is reached, then the grievance shall be reduced to writing and submitted to the employee's commanding officer.
- Step 3. If no satisfactory agreement is reached within three (3) calendar days after Step 2, then a conference will be arranged with the Division Commander and/or Chief of Police.
- Step 4a. Should no acceptable agreement be reached within an additional three (3) calendar days, then the matter shall be submitted to the Director who shall have five (5) days to submit his/her decision. The Director's decision shall be given in writing to the aggrieved employee with a copy to the Association.

ARTICLE III

GRIEVANCE PROCEDURE AND ARBITRATION (Continued)

- b. The aggrieved employee has a right to representation by an official of the Association in Steps 1, 2, 3 and 4 above. The parties may, by mutual agreement, waive Steps 1, 2, 3 and 4.

Step 5. Arbitration

- a. Within two (2) weeks of the transmittal of the written answer by the Director, if the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to the Department of Personnel or to arbitration as hereinafter set forth.
- b. Any employee who elects to proceed to arbitration shall be deemed to have waived his right to submit his grievance to the Department of Personnel.
- c. Either party may submit the grievance to P.E.R.C., the New Jersey State Board of Mediation, or the American Arbitration Association requesting that an impartial Arbitrator be appointed in accordance with their rules and regulations.
- d. The Arbitrator shall have the authority to hear and determine binding on both parties. The Arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by both

## ARTICLE III

### GRIEVANCE PROCEDURE AND ARBITRATION (Continued)

parties. Only the employer or the Association shall have the right to submit a grievance to arbitration.

#### 2. General Provisions

Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself provided notification of all meetings, steps and grievance answers are given to the Association and a member of the Association is given the opportunity to be present at all steps of the grievance procedure.

The steps provided for herein may be waived by mutual agreement of the parties.

#### 3. Contract Negotiations

The following steps will be followed, pertaining to contract negotiations, as set forth by the New Jersey Public Employer-Employee Relations Commission.

Intention to Commence Negotiations: The parties to a collective negotiations agreement shall commence negotiations for a successor agreement, or in the case of an agreed reopener provision shall commence negotiations pursuant to such reopener provision, no later than 120 days prior to the public employer's required budget submission date.

Impasse: If any issues remain unresolved by ninety (90) days prior to the public employer's budget submission date, an impasse will be declared and the Commission will assign a Mediator. At this point, a Fact-Finder chosen by the parties

**ARTICLE III**

**GRIEVANCE PROCEDURE AND ARBITRATION (Continued)**

from a panel of Fact-Finders shall be appointed provisionally pending the outcome of the mediation.

Fact-Finding: If mediation has not resulted in an agreement by sixty (60) days prior to the public employer's budget submission date, the Commission will invoke fact-finding. The Fact-Finder will be appointed on the sixtieth (60th) day. His report will be due in thirty (30) days. Within five (5) days after the issuance of the Fact-Finder's Report, the parties must meet and discuss the recommendations.

These provisions will be subject to modification and changes in the New Jersey Public Employer-Employees Relations Act and any regulations adopted thereunder.

**ARTICLE IV**

**WORK WEEK**

1. It is agreed that the normal work week for unit employees performing Police Department duties shall be eight (8) hours per day, five (5) days a week, Monday through Sunday, for an average total of forty (40) hours per week.
2. On the declaration of an official emergency, as defined by N.J.S.A. 40A:14-134, these provisions shall not apply.
3. Work schedule shall be at the discretion of the Director. Every effort will be made by the Director to provide shift workers with a day tour every third week, provided there is no interference with efficient operation of the department.

**ARTICLE V**

**EXTRA TIME**

1. Whenever an employee voluntarily works in excess of his regularly assigned work week or work schedule in non-emergency detail as provided for in Article IV, in addition to any other benefits to which he/she may be entitled, he/she shall receive extra time in money for such work at one and one-half (1-1/2) times the base hourly rate which he/she received for his/her regularly assigned duty in accordance with City Ordinance. In the event of an official emergency, overtime will be compulsory and non-compensable.
- 2a. Whenever extra work time, payable in money, is required, it shall be rotated amongst employees of the division if they choose to have their names on the extra time roster. Persons designated as "limited duty" for medical reasons shall not be included on this list. If an employee refuses an assignment to work extra time, he/she shall be considered as having worked such extra assignment for the purpose of maintaining a proper order of rotation for future assignments.
- 2b. When an employee has finished his/her tour of duty, and is called back for a purpose such as, but not limited to Court appearances required in connection with official police duties, but excluding civil suits, he/she shall be guaranteed a minimum of those three (3) hours pay at straight time. If the time actually spent on the call back is (3) three hours or more, it will be paid at the rate of one and one-half (1 1/2) times the base hourly rate. It is agreed that travel time shall not be paid for.

## ARTICLE VI

### HOLIDAYS

1. An employee not required to work shall nevertheless receive wages based upon eight (8) hours straight time hourly rate of pay for each of the following holidays:

New Year's Day  
Dr. Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving  
Friday after Thanksgiving  
Christmas

provided that he/she is on the job and available for work his/her last full scheduled work day before and his/her first full scheduled work day after the holiday, even though in different work weeks, except in the case of verified illness or injury.

2. In the interest of efficient operation, department employees may be released even though scheduled to work on the holiday, or day celebrated as the holiday, provided notice of one (1) week is given, and further provided, the employee shall be required to take time off only if he/she has in excess of ten (10) days due him/her.

**ARTICLE VI**

**HOLIDAYS (Continued)**

3. When an employee works on any of the above holidays, or if the holidays fall within the employee's vacation period, he/she is credited with eight (8) hours of time off to be awarded at a further date to be determined by his/her commanding officer. Holiday time shall be credited on the first working day of each month unless otherwise decided by mutual agreement of the employee and his/her commanding officer.
4. Extra holidays declared to be such by the President, Governor, or Mayor shall be granted to the employees as additional compensatory time off.
5. Time off taken by an employee covered by this Agreement shall be deducted on an hour-to hour basis.



ARTICLE VII

LONGEVITY

1. All full time permanent employees of the Police Department in the classified service and covered by this Agreement, shall be entitled to longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows -- if the employee's anniversary date falls between January 1 and June 30, he/she shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he/she shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases will be credited retroactively to the date of implementation of such increase.

2. The scale of longevity pay shall be as follows:

5th year of employment to completion of	
9th year-----	2%
10th year of employment to completion of	
14th year-----	4%
15th year of employment to completion of	
19th year-----	6%
20th year of employment to completion of	
24th year-----	8%
25th year of employment-----	10%

**ARTICLE VIII**

**CLOTHING ALLOWANCE**

1. All employees of the Police Department covered by this Agreement shall be entitled to an annual clothing allowance in the amount of Four Hundred (\$400.00) Dollars.
2. Payment is to be made the second pay period in April.

## ARTICLE IX

### LEGAL REPRESENTATION

1. The City and the bargaining unit agree to be bound by mandatory provision of N.J.S.A. 40A:14-155 which reads as follows:

" Whenever a member or officer of a municipal Police Department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense."

2. Civil Action

- a. The City agrees to continue, if available, to maintain in full force and effect all insurance coverage now provided by the employer for the benefit of, and covering employees of the employer and specifically employees who are members of the bargaining unit covered by this Agreement.
- b. With respect to any criminal, quasi criminal, or civil action or proceeding brought against any member of the bargaining unit covered by this Agreement arising out of or incidental to the performance of his/her duties, the City agrees that the "necessary means for the defense of such criminal, quasi criminal or civil action proceeding" will consist of the furnishing of legal representation.

**ARTICLE IX**

**LEGAL REPRESENTATION (Continued)**

The City shall determine the manner in which such legal representation shall be provided.

- c. Where alternative allegations in a civil action or proceeding compel legal representation other than by the City Attorney, or by counsel designated by the City's insurance company or companies, or where in a criminal or quasi criminal action or proceeding brought against any member of the bargaining unit covered by this Agreement arising out of or incidental to the performance of his/her duties, legal representation is required, the City shall provide legal representation by an attorney or attorneys designated by the City.
- d. The City agrees to pay any judgment rendered against a member of the bargaining unit covered by this Agreement as a result of any civil action or proceeding instituted against such member arising out of or incidental to the performance of the member's duties, together with interest and costs of such suit.
- e. However, anything as contained in the preceding paragraph to the contrary notwithstanding payment by the City of any such judgment shall exclude any judgment against a member of the bargaining unit covered by this Agreement for punitive or exemplary damages is recovered, shall be personally responsible for the payment of such judgment.

**ARTICLE IX**

**LEGAL REPRESENTATION (Continued)**

- f. In the event of the award of a judgment against a member of the bargaining unit covered by this Agreement for punitive or exemplary damages, subject to the provisions of the preceding paragraph, the member may through his bargaining representative petition City Council of the City of Elizabeth for indemnification for the payment of such punitive or exemplary damage judgment. The decision of City Council on the petition shall be final and non-appealable to any other forum. At such hearing on such petition, the bargaining representative shall be entitled to present to City Council any information in support of his member's position which would justify payment of such punitive or exemplary damage judgment by the City.
- g. All insurance policies insuring members of the bargaining unit covered by this Agreement are public records on file with the City Clerk, and are subject to examination during normal business hours.

## ARTICLE X

### INSURANCE

1. All employees covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.
2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:
  - a. apply to all eligible current and future pensioners of the employer and their dependents;
  - b. continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972;
  - c. provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972;
  - d. require the local employer to pay the full cost of such premiums and Medicare charges.
3. The City hereby agrees to pay the premium or period charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not

## ARTICLE X

### INSURANCE (Continued)

including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. All employees covered by this Agreement and eligible members of their families will be covered by a Prescription Drug Plan. The premiums will be paid by the City.
5. All other insurance benefits presently in effect shall be maintained throughout the period of this contract.
6. All employees covered by this Agreement and eligible members of their families will be covered by a Dental Plan. The premiums will be paid by the City.

ARTICLE XI

VACATIONS

1. Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule: Sergeants and above with less than fifteen (15) years of continuous service will receive twenty-five (25) working days vacation.

15 Years of Continuous Service and Over

Sergeants -----26 days

Lieutenants-----27 days

Captains-----28 days

Upon completion of twenty-five (25) years of service, the employee shall receive five (5) extra days of vacation for that anniversary year only.

2. Vacations shall normally begin on Monday.
3. Vacation time must be used in the vacation year in which it is earned. However, one year's accumulation may be carried into the next succeeding year. Should circumstances warrant, this provision may be waived by the Business Administrator and the Director.
4. The vacation period shall be from the first day of January to the 31st day of December of the calendar year.



## ARTICLE XI

### VACATIONS (Continued)

5. Vacations shall be scheduled by the Director. Vacation periods may be split if necessary for departmental efficiency. Where the efficiency of the department is not jeopardized, every effort shall be made to give at least two (2) weeks vacation during the ten (10) prime summer weeks commencing during the last week of June and ending during the first week of September, it being the intention of the parties to approximate as closely as possible in this provision the summer recess of the children in the Elizabeth School System.
  
6. Any employee of the Department, covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement. It is understood and agreed that the retiring employee must give sufficient notice of retirement to enable him/her to use up accrued time off, or such time will be forfeited. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her widow(er) or his/her estate shall receive the earned vacation pay on the same basis as an employee who is retiring.  
  
The widow(er) or estate shall also receive earned pay for any accrued time that is owed to the employee as a result of accumulated non-compensated overtime.

**ARTICLE XII**

**LEAVE WITHOUT PAY**

1. Any covered employee desiring leave without pay for personal reasons, up to a maximum period of ninety (90) days, shall make a request in writing to the Director not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and time requested. Leaves shall not be denied without just cause. In granting leaves or extensions of leaves, approval will not be unreasonably withheld.
2. Extensions of such leaves may be granted providing that at least two (2) weeks prior to the date on which the initial and subsequent leave would terminate, the employee requests said extension of the Director.
3. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing. At the request of the Director, returning employee may be requested to undergo a physical examination by the department physician prior to reinstatement.

**ARTICLE XIII**

**ASSOCIATION NEGOTIATIONS COMMITTEE**

The members of the Association Negotiations Committee shall be granted time off from duty and shall suffer no loss of regular pay for meetings between the City and the Association for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

**ARTICLE XIV**

**FUNERAL LEAVE**

1. A regular, full time employee who is excused from work because of death in his immediate family, as defined below, shall be paid his/her regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family.
2. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grand children of employee or spouse. This provision also applies for any other relative living with the employee.
3. One (1) working day shall be allowed in the event of the death of an aunt or uncle.
4. Special requests up to twenty-four (24) hours additional leave will be referred to the Director.

**ARTICLE XV**

**SENIORITY**

1. Seniority is defined to mean the accumulated length of continuous service with the department, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:
  - a. discharge
  - b. resignation
  - c. failure to return promptly upon expiration of authorized leave
  - d. absence for illness or injury for more than one (1) continuous year.

**ARTICLE XVI**

**BAN ON STRIKES**

1. It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.
2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there shall not be and that the Association, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass absenteeism, mass resignations, suspension of or interference with normal work performance.
3. The Director shall have the right to discipline up to and including discharge, any employee in violation of this Article.

## ARTICLE XVII

### FLEXIBILITY OF ASSIGNMENT

1. Employees, regardless of regular assignment, may be re-assigned to perform any duty related to their profession as Police Officers, including duties connected with the supervision of: (a) protection of life and property; (b) prevention and detection of crime; (c) arrest of violators of the law; (d) direction of traffic; (e) regulation of non-criminal behavior of the citizenry; (f) preservation of the peace.
2. An exception of specific duties can be made by the Director where employees are on the medical "limited" duty list and cannot perform said duties.
3. Employees acting in a higher title for at least eight (8) hours shall be paid for such work at the higher rate of pay, but an employee's longevity shall be based on his/her pay in his/her permanent position.
4. A clear delineation of the Elizabeth Police Department policy relative to Superior Officers working in an "Acting Capacity";
  - a. A Patrol Desk Lieutenant vacancy for an eight (8) hour period will be the only position which shall be filled automatically with an "Acting" Desk Lieutenant. All other superior vacancies in all other units and divisions in the Police Department will be filled with "Acting" superiors only after receiving approval from the Director, Chief, Deputy Chiefs or the next person in the

ARTICLE XVII

FLEXIBILITY OF ASSIGNMENT (Continued)

chain of command, as stipulated in General Order #62-3 (part 1 only) dated October 30, 1973.

- b. The position of Patrol Desk Lieutenant will be filled in the following order:
  - i. When a Patrol Desk Lieutenant becomes vacant for an (8) eight hour period, the Field Lieutenant or other Patrol Duty Lieutenant shall automatically fill in as Desk Lieutenant.
  - ii. When the Patrol Desk Lieutenant position becomes vacant and there is no Patrol Duty Lieutenant to fill the position, an off duty Lieutenant will be offered the vacant tour of duty on an overtime basis.
  - iii. If there is no Lieutenant to fill the vacant Desk Lieutenant position, the senior on-duty Field Sergeant shall automatically assume that "Acting" Desk Lieutenant's position and receive lieutenant's pay.
  - iv. If the removal of a Field Sergeant results in a serious shortage of field supervisors, an off-duty Sergeant shall be assigned to the field on an overtime basis.
  - v. In the event special circumstances make it necessary for an off-duty Sergeant to be called to work the patrol desk assignment, the Sergeant shall be paid



**ARTICLE XVII**

**FLEXIBILITY OF ASSIGNMENT (Continued)**

at a Lieutenant's pay at the rate of time and one-half.

- c. When the position of Patrol Communication Sergeant becomes vacant, the Senior on-duty Field Sergeant, or other on-duty Sergeant, shall automatically fill in as Radio Room Sergeant.
  - i. When the position for Patrol Communication Sergeant becomes vacant, and removal of an on-duty Field Sergeant, or on-duty other Patrol Duty Sergeant, results in a shortage of Field Sergeants, an "off duty" Sergeant shall be offered the vacant tour on an overtime basis.
  - ii. If, after exhausting all efforts to replace a Patrol Communication Sergeant as provided for above, no "off-duty" Supervisor can be found to fill the Radio Room vacancy, then, in such event a Patrol Officer shall fill the vacancy.

**ARTICLE XVIII**

**WAGES**

**SERGEANT**

Effective 1/1/90, 16.465% above officer \$34,959.00.....\$40,715.00  
Effective 1/1/91, 16.465% above officer

**LIEUTENANT**

Effective 1/1/90, 23.625% above officer \$34,959.00.....\$43,218.00  
Effective 1/1/91, 23.625% above officer

**CAPTAIN**

Effective 1/1/90, 31.04% above officer \$34,959.00.....\$45,810.00  
Effective 1/1/91, 31.04% above officer

## ARTICLE XIX

### REIMBURSEMENT

#### 1. Rates

- a. Meals shall be paid for or reimbursed by the City at the rate of \$3.00 for breakfast, \$4.00 for lunch and \$8.00 for dinner.
- b. Mileage -- In the event a member of the organization uses his/her own vehicle for transportation, mileage shall be computed to and from Police Headquarters at the rate of twenty-six (26) cents per mile.

#### 2. Terms and Conditions of Reimbursement

- a. Schools -- Members of the organization shall be paid for meals and mileage, if not provided, while attending a Police Academy or any other institution that he/she is ordered or authorized to attend.
- b. Court Appearances -- Meals and mileage expense shall be paid to all off-duty members of the organization while attending Court or administrative hearings out of the City with the exception of Civil Court, if the Director does not provide transportation, or it is not practical to eat at home. The above meals and mileage expense shall be paid by the department provided the employee is not reimbursed for same by another agency.
- c. Other Assignments -- Meals and mileage shall be paid to any member of the organization while on any official assignment for the department when an official car is not available and/or when it is not practical for the member of the organization to eat at home.

**ARTICLE XIX**

**REIMBURSEMENT (Continued)**

- d. Tolls -- All members of the organization shall be compensated for any toll expense incurred while acting in any capacity herein. This shall include parking fees provided said member submits the receipts for the tolls and parking fees.

**ARTICLE XX**

**EDUCATION**

1. Employees taking police-related courses shall be reimbursed for the cost of tuition, or part thereof, as the case may be, when approved in advance, in writing, by the Director. Such approval will not be unreasonably withheld. Anything hereinabove to the contrary, notwithstanding, whatever funds are designated and available to reimburse employees for the expense of taking police-related courses shall be allocated to such employees by the Director after consultation and agreement with the PBA.
2. Every effort will be made to adjust employees' schedules when necessary so that they can take advantage of available police-related courses.
3. The taking of any such courses shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not satisfactorily and fully completed.

## ARTICLE XXI

### RULES AND REGULATIONS

1. The Director may establish and enforce binding rules and regulations in connection with the operation of the Police Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Association. It is understood that application of this Agreement shall not in any way hamper enforcement of the departmental rules and regulations.
2. It is understood that employees shall comply with all rules and regulations of the department, and orders or directives issued by the Director or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure as set forth in Article III of this contract.
3. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the

**ARTICLE XXI**

**RULES AND REGULATIONS (Continued)**

province of the superior officer within the framework of department rules and regulations, subject only to the right of employees to file a grievance.

**ARTICLE XXII**

**INJURY LEAVE**

1. Whenever an employee shall be injured, ill or disabled from any cause, except in connection with outside employment, so as to be physically unfit for duty during the period of such disability, the City may grant a leave of absence with pay up to a maximum period one (1) year commencing from the date of such injury, illness or disability.
2. Any payments from temporary disability insurance or Worker's Compensation insurance received by the employee shall be credited toward the pay referred to above.
3. Injury, illness or disability must be evidenced by a certificate of a physician designated by the department to examine the employee.
4. Whenever a civil suit is instituted in connection with his employment, the employee must notify the Director immediately upon institution of suit.



**ARTICLE XXIII**

**SICK LEAVE**

The present sick leave plan pertaining to non-occupational injuries and illness shall continue in effect for the duration of this Agreement.

**ARTICLE XXIV**

**DISCIPLINE AND DISCHARGE**

1. It is agreed that nothing herein shall in any way prohibit the Director from discharging or otherwise disciplining any employee, regardless of his seniority, for just cause subject to Department of Personnel rules and regulations. Grounds for summary discharge shall include, but not be limited to drunkenness on the job, dishonesty, careless use or abuse of City property, insubordination, negligence in the performance of duties, and incompetence.
2. In the event that a discharged employee feels that he/she has been unjustly dealt with, said employee or the Association, with permission of the employee, shall have the right to file a grievance, which must be in writing, within ten (10) calendar days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance procedure herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

ARTICLE XXV

MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, are sole responsibilities of the City. Accordingly, the City (Police Director) retains the following rights, except as specifically provided in this Agreement, including, but not limited to selection and direction of the forces: to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, demote, transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work, as provided for in N.J.S.A. 40A:14-143, or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules together with the selection, procurement, design, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.
2. City-wide employee benefits granted during the life of this contract will include employees covered by this contract.

ARTICLE XXVI

APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefor by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

**ARTICLE XXVII**

**ASSOCIATION BUSINESS LEAVE**

1. Meeting between representatives of the City and the Police Superiors Association, for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein shall be scheduled during non-working time of affected employees, except by mutual agreement between the Director and/or Business Administrator and the Association representative.
2. For so long as he/she shall hold said office, the President of the Police Superiors Association shall have a permanent day shift assignment to insure his/her immediate availability and attention to problems which may arise from time to time in the conduct of Police Department business.

**ARTICLE XXVIIA**

**EMBODIMENT OF AGREEMENT**

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

**ARTICLE XXVIII**

**TERM OF AGREEMENT**

1. This Agreement shall be in full force and effect from 1st day of January 1990 through and including the 31st day of December 1991. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration date.
2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by registered mail, in which event the Agreement shall terminate five (5) days following receipt of such notice.

**ARTICLE XXIX**

**SEVERABILITY CLAUSE**

In the event that any Article or portion of this Agreement is declared invalid by any court of competent jurisdiction, or invalidated by the judicial determination of any court of competent jurisdiction, said Article or portion of this Agreement shall have no force or effect. However, the invalidity of any Article or portion of this Agreement shall not affect the validity of any remaining Articles or portions of this Agreement, same remaining in full force and effect for the duration of this contract.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 25<sup>th</sup> day of Feb. 1991.

CITY OF ELIZABETH

Attest:

*Anthony R. Pillo*

ANTHONY R. PILLO, Deputy City Clerk

By:

*Thomas G. Dunn*

Thomas G. Dunn, Mayor

ELIZABETH POLICE SUPERIOR OFFICERS ASSOCIATION

*John Bostel*

Lt. John Bostel, President

*Thomas Collins*

Sgt. Thomas Collins, Vice Pres.

*William J. Evers*

Sgt. William J. Evers, Secty.

CITY OF ELIZABETH
AFFIRMED AS TO FORM
<i>[Signature]</i>
PHYSICAL CONDITIONS
TERMINATION CONDITIONS
<i>[Signature]</i>
DESCRIPTION



