

AGREEMENT

Between

THE CITY OF TRENTON
Mercer County, New Jersey

**THIS DOES NOT
CIRCULATE**



LIBRARY
and
Institute of Management and
Labor Relations

MAY 3 - 1985

LOCAL NO. 11
New Jersey State
Policemen's Benevolent
Association

Effective Date: August 30, 1983

CONTENTS

Article	Page
I - Recognition and Scope of Agreement	1
II - Collective Bargaining Procedure	2
III - Conducting Union Business on Employer's Time	3
IV - Employees' Rights	4
Section 4.02 - Police Officer's Bill of Rights	5
V - Pay Treatment for Extended Illness	9
VI - Union Security - Check-Off	10
Section 6.02 - Agency Shop	11
VII - Hours of Employment	12
VIII - Compensation for Overtime	16
IX - Wages - Detective Pay	18
Section 9.02 - Detective Pay	19
X - Holidays	19
Section 10.02 - Holiday Equalization Pay	19
XI - Funeral Leave	20
XII - Pensions	20
XIII - Vacations	21
XIV - Longevity Pay - Uniform Allowance	22
Section 14.01 - Longevity Pay	22
Section 14.03 - Uniform Allowance	23
Section 14.04 - Uniform Reimbursement	23
Section 14.05 - K-9 Reimbursement	23
XV - Hospital and Medical Insurance	24
Section 15.02 - Prescription Drug Plan	24
Section 15.03 - Dental and Optical Plans	25
XVI - Grievance Procedure	25
XVII - Arbitration	27
XVIII - Strikes and other Job Action	29
XIX - Management of City's Affairs	30
XX - Administrative Code, Administrative Manual and Rules and Regulations	31
XXI - Applicable Laws	31
XXII - Term of Contract	31
XXIII - Miscellaneous	32
Section 23.01 - Police Show	32
Section 23.02 - Merit Increments	33
Section 23.03 - Contract Book	33

THIS AGREEMENT, made this 11th day of July, 1983, by and between: CITY OF TRENTON, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as "Employer;" and: NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 11, TRENTON, NEW JERSEY, hereinafter referred to as the "Association".

WITNESSETH: WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniformed and non-uniformed officers, patrolmen and patrolmen detectives (hereinafter sometimes collectively referred to as "members" or "Employees") of the Division of Police of the Department of Public Safety of the City of Trenton (Employer);

NOW, THEREFORE, in consideration of these premises and mutual agreement herein contained, the parties hereto agree with each other with respect to the employees of the Employer, as hereinafter defined, recognized as being represented by the Association as follows:

**ARTICLE I
RECOGNITION AND SCOPE
OF AGREEMENT**

SECTION 1.01. The Employer hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 1.02, herein

for the purposes of collective bargaining, settlement of grievances and all activities and processes relative thereto.

SECTION 1.02. The bargaining unit shall consist of all uniformed and non-uniformed patrolmen and patrolmen detectives of the Division of Police of the Department of Public Safety of the City of Trenton, New Jersey, now employed or hereafter employed.

SECTION 1.03. This agreement shall govern all wages, hours and other conditions of employment as hereinafter set forth.

SECTION 1.04. This agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

SECTION 2.01. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designee or designees, and the President of the Association or his designee or designees, shall be the respective bargaining agents for the parties.

SECTION 2.02. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

SECTION 2.03. Employees of the Employer

who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments, provided, however, that no more than four (4) employees shall be excused for any bargaining session.

ARTICLE III
CONDUCTING UNION BUSINESS
ON EMPLOYER'S TIME

SECTION 3.01. The Employer shall permit members of the Association Grievance Committee (not to exceed three (3)) to conduct the business of the Committee, which consists of conferring with employees and representatives of the Employer 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 said business shall not diminish the effectiveness of the Division of Police or require the recall of off-duty policemen to bring the Division to its proper effectiveness.

The City and the Association hereby agree that Officers of the Association will have a total (pool) of thirty (30) days off with pay (straight time) for the conduct of legitimate union business in each calendar year, not including the time off with pay granted to the Delegate to the State P.B.A., or other P.B.A. representatives as provided for under existing State law.

Verbal reports on the usage of this time for union business and its general purpose must be submitted to the Chief of Police, or his designee, prior to usage.

SECTION 3.02. The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such Committee shall be permitted to attend such meetings without loss of pay for any period in excess of three meetings on any renegotiation of this contract or any modifications or renewals thereof.

SECTION 3.03. The Employer agrees to grant the necessary time off without loss of pay to the members of the Association selected as delegates to attend any State or International convention of the New Jersey Patrolmen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

ARTICLE IV EMPLOYEES' RIGHTS

SECTION 4.01. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, or national origin.

SECTION 4.02. In order to safeguard fundamental rights for law enforcement officers employed by the City of Trenton, it is agreed that:

1. Except when on duty or acting in his official capacity as a law enforcement officer, no law enforcement officer shall be prohibited from engaging in political activity, provided his position as a law enforcement officer is not used in any way whether directly or indirectly, while engaging in said political activities. As employed herein, the term "law enforcement officer" shall mean any member of the Trenton Police Division whose primary duties and responsibilities are the enforcement of the laws and regulations of the State of New Jersey and the protection of the life, peace and property of its citizens; and is empowered by State statute to act for the arrest, detention and conviction of persons violating the laws. It is understood that a police officer will not engage in any political activity which requires a signature or donation or any other action which would indicate compliance with the officers request in the municipality in which he is employed, nor shall he engage in any political activity or hold any public office which would violate the statutory or common law of New Jersey.

2. Whenever a law enforcement officer has received notice that he is under formal investigation after receipt of a filed Notification of Complaint for alleged malfeasance, misfeasance, nonfeasance of official duty with a view to possible disciplinary action, demotion, dismissal, or

criminal charges, the following minimum standards shall apply:

a. Any formal interrogation of a law enforcement officer whether as a subject of the investigation or as a witness, shall take place at the location designated by the investigatory officer, except it shall not be conducted at the law enforcement officer's home unless the home is specifically involved in the complaint, and preferably when the employee is on duty. A member of the Division shall be compensated for lost time occurring from investigations in accordance with existing Division Policy. The questioning of an officer shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward. The questioning shall be of a reasonable duration and rest periods allowed. Time shall be provided for personal necessities, meals and telephone calls as are reasonably necessary. The law enforcement officer shall be entitled to the presence of his counsel or any other one person of his choice at any interrogation in connection with the investigation.

b. The law enforcement officer being investigated shall be informed at the commencement of any interrogation of the nature of the investigation including whether the officer is a target of the investigation, if known, the statute rule or regulation allegedly violated, if known, the names and addresses of the complainants, and the identity and the authority of those conducting the investigation. This shall not preclude the employer from subsequently modifying, amending or changing the

statute, rule or regulation under which the charges are brought. Also at the commencement of any interrogation of such officer in connection with any such investigation, the officer shall be informed of the identity of all persons present during such interrogation. All questions asked in any such interrogation, whenever practicable, shall be asked by or through a single interrogator.

c. No formal hearing by means of which a law enforcement officer may be disciplined or penalized may be brought except upon charges signed by the persons making those charges.

d. The interrogation of the employee concerned shall be recorded mechanically or in written form. "Off the record" questions shall not be permitted. Any recesses called during the interrogation shall be recorded.

e. If an officer is placed under arrest or is likely to be placed under arrest for a criminal offense, he shall be afforded all constitutional rights and, in addition, he shall be given the following warning prior to the commencement of any interrogation:

"I am advising you that you are being questioned as part of an official investigation of the Police Division. You will be asked questions specifically directed and narrowly related to the performance of your official duties. You are entitled to all the rights and privileges guaranteed by the laws of the State of New Jersey, the Constitution of this State and the Constitution of the United States, including the right not to be compelled to incriminate yourself

and the right to have legal counsel present at each and every stage of this investigation. I further advise you that if you refuse to testify or to answer questions relating to the performance of your official duties, you will be subject to Departmental charges which could result in your dismissal from the Police Division. If you do answer questions, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent Departmental charges.”

f. It is understood that the provisions of paragraph two above shall not preclude initial or preliminary inquiries by the employer and shall only apply upon the commencement of a formal investigation or the filing of a complaint.

3. All investigations against law enforcement officers shall be conducted expeditiously. At least every two months after the commencement of such investigation, as determined by the date that the notification of complaint is served upon the officer, the officer, if he so requests, is to be informed of the status of the pending investigation. If charges are to be brought against the officer, they should be brought as promptly as possible to ensure that no unnecessary delay occurs which might prejudice the officer's defense and, unless unusual circumstances exist, no officer should be prosecuted by the department for the alleged infraction of any rule if more than 90 days transpire between the date

on which the Chief, Deputy Chief or appropriate Captain had knowledge of the alleged infraction by virtue of information that is normally transmitted to him by routine administrative processes and the service of the preliminary notice of disciplinary action.

4. The internal Affairs Unit, or other Police investigation agencies shall remove from his personnel file all papers, files, reports, notes and copies thereof relating to an investigation of a police officer when the investigation does not result in any disciplinary action or when the officer is exonerated. These items, if retained, shall be maintained separate and apart from the personnel file. The officer may on proper notice inspect these materials at the discretion of the Chief of Police.

5. No law enforcement officer shall be required to disclose, for the purpose of promotion or assignment, any information concerning his property, income, assets, debts, or expenditures or those of any member of such officer's household, except where such information relates directly to the officer's assignment or duties.

6. There shall be no penalty nor threat of any penalty for the exercise by a law enforcement officer of his rights under the Bill of Rights.

ARTICLE V PAY TREATMENT FOR EXTENDED ILLNESS

SECTION 5.01. The employer agrees to pay employees at their regular rate of pay during periods

of disability due to illness, injury or recuperation therefrom for a maximum period of one year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by a competent physician.

SECTION 5.02. The Employer retains the right to extend this period of payment for disability due to illness or injury beyond one year at its own discretion.

SECTION 5.03. The Employer may require at any time during the period of such extended disability as described in Section 5.02, above, that the employee be examined by a physician selected by the Employer for such purpose.

SECTION 5.04. In the event a disagreement arises with respect to the existence or extent of the disability, such issue shall be determined by a physician agreed to by and between both of the parties to this agreement, i.e., the Employer and the Association.

ARTICLE VI

UNION SECURITY — CHECK-OFF

SECTION 6.01. Insofar as permitted by law, the Employer agrees to deduct from the pay of all employees of the Division of Police who are members of the Association initiation fees, dues and assessments as required by the Association Constitution and By-Laws and other Association rules and regulations duly enacted. All such deductions

shall be paid over to the properly designated Association official monthly on a regularly recurring basis.

SECTION 6.02. Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the employer

harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision.

ARTICLE VII

HOURS OF EMPLOYMENT

SECTION 7.01. Normal hours of employment shall not exceed eight (8) consecutive hours in any one day, nor forty (40) hours in any one week, nor six (6) days in any one week.

SECTION 7.02. The normal tours of duty shall continue as they are currently in force.

SECTION 7.03. The official of the Employer having charge of the Division of Police may, in the case of an emergency as defined by the applicable Statutes of the State of New Jersey, summon and keep on duty any and all members of the Department as such emergency shall require. In such event the official having such authority shall first make a formal declaration of the nature and extent of the emergency and all members of the division thus summoned or kept on duty shall be entitled to receive overtime pay as hereinafter set forth for all time worked over the normal hours of employment as above defined.

SECTION 7.04. Whenever an officer of the Division of Police, as part of his duties shall be re-

quired to appear before any grand jury or at any Municipal, County, State Superior or State Supreme Court or any Federal Court proceeding, except as a witness in a civil action which does not arise from the performance of duty, the time during which he is so engaged shall be considered a time of assignment to, and performance of his regular duty and when any such appearance occurs outside his regular assigned duty hours the time so spent (from the time of reporting at the Court until the time excused) shall be included as part of his hours of employment for that pay period and shall be deemed overtime.

In addition to compensation for the actual time of reporting to County, State or Federal Court, and until the time excused from the said Courts as set forth in this section, a member of the Division of Police is entitled to an additional one hour of compensation, representing $\frac{1}{2}$ hour prior to and $\frac{1}{2}$ hour subsequent to the actual court time for the purpose of checking in and picking up evidence and reports at the Trenton Police Headquarters.

SECTION 7.05. Whenever a member of the Division of Police, as part of his duties, shall be required to remain after his normal tour of duty in order to complete a report, maintain traffic control at the scene of an emergency or disaster or in order to complete an investigation or to perform any other duty as required by his commanding officer or by the Rules and Regulations of the Division of Police, any such additional time shall, if authorized, ordered or approved by such member's com-

manding officer, be included as part of his hours of employment for that pay period and shall be deemed overtime.

SECTION 7.06. Whenever a member of the Division of Police, as part of his duties, is summoned to return or report to duty other than for his normal tour of assignment, whether for emergency or otherwise, he shall be paid for not less than four (4) hours regardless of the actual time worked. In such event such four (4) hours (or more if he actually works longer) shall be included as part of his hours of employment for that pay period and shall be deemed overtime. The provision of this section shall not apply to a continuation of the regular tour of duty. This shall apply, however, when a member is called in earlier than his scheduled tour of duty to cover the period of shift overlap.

SECTION 7.07 Whenever a member of the Division of Police, as part of his duties, is called to appear as a witness at a police disciplinary hearing, either by the City or the defendant, he shall be paid for not less than four (4) hours regardless of the actual time spent at such a hearing, in a manner consistent with the general provisions of Section 7.06 above. Members called to appear as witnesses at police disciplinary hearings shall be paid so long as they appear at the hearing at the designated time and date, whether or not they are subpoenaed to appear and whether or not they actually testify. It is expressly understood, however, that whereas all witnesses shall be paid, no more than two character witnesses will be paid with

respect to any one set of disciplinary charges. Every effort shall be made by the defendant to notify the Director of Public Safety of the names of all witnesses to be called by the defense at least ten (10) working days prior to the date of any disciplinary hearing.

If due to unforeseen circumstances, a witness shall be unknown to the defense in time to forward his name to the Director of Public Safety at least ten (10) working days prior to the hearing date, as soon as the witness' name shall become known to the defense, that name shall be forwarded to the Director. In any event, such witness shall not be precluded from appearing at the hearing for the defense and shall be paid in a manner similar to any other defense witness pursuant to the aforesaid provisions.

SECTION 7.08 Whenever a member of the Division of Police, as part of his duties, is called to appear as a defendant at a police disciplinary hearing, if said defendant is acquitted of charges relating to a particular date, he shall be paid for not less than four (4) hours regardless of the actual time spent at the hearing, in a manner consistent with the general provisions of Section 7.06 above. Those defendants who are found guilty of one or more specifications under any particular charge are not to be paid for any time relating to any charge emanating from that particular date.

Every effort shall be made by both the City and the defendant to ensure that, whenever possible, disciplinary hearings are scheduled at a time when a defendant would normally be on duty.

SECTION 7.09 Disciplinary action comprised of multiple charges which are totally unrelated either as to date, as to a continuing type of disciplinary problem or in some other manner to one another as pertains to a police officer will not be heard in one hearing. This will not, however, preclude the City from scheduling more than one hearing for a particular police officer in one day, or scheduling disciplinary action involving related charges against more than one officer in one hearing.

ARTICLE VIII
COMPENSATION FOR OVERTIME

SECTION 8.01 Whenever any member of the Division of Police, in any work week shall be required, directed or authorized to work for any periods in excess of the normal hours of employment as defined in Article VII, Section 7.01 herein, he shall be paid at the rate of time and one-half of his regular pay rate (including benefits) for all such overtime. Thus, if an employee shall be required, directed or authorized to work for more than eight (8) consecutive hours in any one day he shall be paid overtime for such excess time regardless of the total number of hours worked during that week, and if he is required, directed or authorized to work for more than forty (40) hours in any one week he shall be paid overtime for such excess time regardless of the total number of days worked during that week.

SECTION 8.02 No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by his commanding officer, such order, authorization or approval to be recorded and maintained with the records of the department in form to be determined by the Chief of the Division of Police and Director of the Department of Public Safety and approved by the Business Administrator of the Employer.

SECTION 8.03 It is recognized that employees may be required for the purpose of muster at the commencement of a tour to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a ten minute period prior to the commencement of a tour or for a ten minute period at the termination of a tour, but in the event an employee is required to report earlier than ten minutes prior to the commencement of a tour or to remain beyond ten minutes at the end of a tour, the employee shall be paid the overtime rate for all time worked in excess of the work day of eight consecutive hours.

SECTION 8.04 Overtime wages shall be paid at the next immediate pay period after such overtime is recorded.

SECTION 8.05 The method of recording hours of employment and the administration of the records and other data necessary to effectuate the purposes of Articles VII and VIII herein shall be established by the Chief of the Division of Police together

with the Director of Public Safety and the Business Administrator of the Employer.

SECTION 8.06 Police Division employees who have earned compensatory time outstanding, and who submit requests to their supervisors five days in advance, shall have the right to take off such accrued compensatory time, even if such time will result in the hiring, on an overtime basis, of substitute personnel, with the overall limitation, however, that such approvals will be limited in each calendar year to an amount which will not result in the expenditure of more than \$10,000 by the City in overtime payments for the hiring of necessary substitute personnel.

ARTICLE IX
WAGES—DETECTIVE PAY
SECTION 9.01

	Effective Jan. 1, 1983	Effective Jan. 1, 1984
Step 1	\$18,500	\$18,500
Step 2	19,300	19,600
Step 3	20,100	20,700
Step 4	20,900	21,800
Step 5	21,700	22,900
Step 6	22,500	24,000

Increments will be incorporated into the salary increase for contract years 1983 and 1984; the total salary increase for each employee will be \$1,500 for each of the contract years, 1983 and 1984. This increase will be in lieu of any increments during those years.

Employees hired during the period 1/1/83 to 6/30/83 will be compensated at the annual rate of \$20,000 in 1983 and \$21,500 in 1984.

Employees hired during the period 7/1/83 to 12/31/83 will be compensated at the annual rate of \$18,500 in 1983 and \$20,000 in 1984.

It is understood that employees will be "off" the increment schedule in 1983 and 1984 and will return subsequently to the proper step as follows:

1. All employees who would have reached the last step during 1983 or 1984 will be placed at the step on 1/1/85.

2. All employees who remain in grade during 1983 and 1984 will remain at the 1984 salary until the first anniversary date which, if put on the step equivalent to years of service, the salary would exceed the 1984 salary. At that date, the employee will be moved to that step.

SECTION 9.02 All police officers assigned as detectives shall receive an additional \$500 per year, added to their normal paychecks.

ARTICLE X HOLIDAYS

SECTION 10.01 The Association agrees to recognize as paid holidays, such holidays as shall be designated for all employees of the City of Trenton as set forth in the appropriate ordinance or resolution adopted by the City for such purpose.

SECTION 10.02 It is recognized by both parties that by reason of Divisional business employees of

the Division of Police are not able to be excused from working on such holidays as are normally enjoyed by other City employees. Therefore, in lieu of receiving days off on such holidays, each employee of the Division of Police will receive a full day's pay in addition to his regular salary. For this purpose, in the event that any of the aforesaid allowed paid holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

ARTICLE XI FUNERAL LEAVE

SECTION 11.01 Employees shall be entitled to funeral leave starting at the date of death and ending with duty as scheduled on the second calendar day following burial in the event of the death of a spouse, parent, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, cousins of the first degree, or any relative of the employee's household. Such leave will not be chargeable.

Employees shall be entitled to a funeral leave with pay on the day of burial in the event of the death of an aunt, uncle, nephew, or niece. Such leave is not chargeable.

ARTICLE XII PENSIONS

SECTION 12.01 Employer shall continue to pro-

vide contributions to employee's pension fund in accordance with the presently existing practice.

ARTICLE XIII VACATIONS

SECTION 13.01 All employees covered by this agreement shall receive the following vacations, with pay:

a. During the first calendar year, or part thereof, of such employee's employment, one (1) day for each month or partial month employment.

b. After one year of service but less than 15 years of service—24 Days.

After 15 years of service but less than 25 years of service—25 Days.

After 25 years of service—26 Days.

c. For employees hired after 7/1/83, vacation shall be granted as follows:

After one year of service but less than 5 years—17 Days.

After 5 years of service the same schedule as in "b" applies.

SECTION 13.02 Effective January 1, 1981, three (3) of the above vacation days may be taken by every police officer at his discretion provided that 48-hour advance notice is given to the employee's supervisor and provided further that no more than five (5) police officers shall be granted approval to take these days during any calendar day and such days are not taken in conjunction with regular vacation periods.

SECTION 13.03 Upon retirement in accordance with the provision of the New Jersey Police and Fire Retirement System, police officers shall receive either the number of vacation days or equivalent compensation which he would have received or earned had he worked the entire calendar year, minus any vacation days taken during the year of retirement; the resulting number of vacation days, however, being reduced pro rata by the percentage of the employee's previous year of employment spent on sick and non-service connected injury time. In event of death of the employee after 25 years of service, said benefits will go to the designated survivor of employee.

SECTION 13.04 Members of the Association shall be entitled to receive up to three days paid leave per year for emergency family illness, which paid leave will be "advanced" and deducted from the vacation or annual leave of the officer in the following year.

ARTICLE XIV

LONGEVITY PAY—UNIFORM ALLOWANCE

SECTION 14.01 The Employer shall pay the following longevity plan:

Years of Continuous Service	1983	1984
5 years but less than 10 years	\$325	\$325
10 years but less than 15 years	525	525
15 years but less than 20 years	1,075	1,225
20 years but less than 25 years	1,275	1,425
25 years but less than 30 years	1,475	1,625
30 years but less than 35 years	1,675	1,825
35 years but less than 40 years	1,875	2,025

SECTION 14.02 Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be due and payable in the month in which his anniversary date falls. Time spent on suspension without pay status, upon a finding of guilty after final adjudication, or on leave without pay, except with regard to leave for military service with the armed forces of the United States of America and scholarship leave, shall not be included in determining years of service. If after final adjudication, an employee is found not guilty of charges specified against him, all time during such suspension shall be included in determining years of service.

SECTION 14.03 Each employee covered by this agreement shall receive an annual clothing allowance in the amount of \$775 payable in semi-annual installments during the months of January and July of each year. In 1984, the amount shall be \$820.

SECTION 14.04 Employees who are provided uniforms, etc., in accordance with the regulations and procedures of the Employer shall reimburse the City for the cost of said uniforms at the rate of \$15 each pay period until the full cost of the uniforms issued is reimbursed to the City.

SECTION 14.05 The existing payment to police officers assigned to the K-9 unit who are responsible for the care and maintenance of the canine assigned to them, which payment is for the purpose of, and in lieu of, reimbursing such employees for the expenses incurred in maintaining the City's

canines on the home property of such employees, is \$2.00 per day.

**ARTICLE XV
HOSPITAL AND MEDICAL INSURANCE**

SECTION 15.01 The Employer shall provide, at no cost to the employee, full Blue Cross and Blue Shield insurance coverage, including Rider "J" benefits, and Major Medical for all employees covered by this Agreement and their families.

The parties agree that the City shall have the right to change the insurance carrier for health benefits, provided:

a) the change shall provide equivalent or better coverage at no additional cost to the employee except for HMO coverage;

b) the new carrier shall be a "major" carrier;

c) The City will first confer with union representative before any change in the current plan is implemented;

d) any disputes pertaining to the above including but not limited to the definition of a major carrier, and definition of "equivalent or better" health benefit coverage, prior to implementation, shall be submitted to final and binding arbitration before Arbitrator Paul Kell.

e) the burden of proof regarding whether an alternate plan is equivalent or better and a "major" carrier is on the City.

SECTION 15.02 The City shall make available to employees the same deductible Prescription Drug

Plan which shall be made available to other City employees.

A prescription drug plan or a successor plan shall be provided for retirees unless and until such time the said retirees become eligible for a prescription drug plan from any other source. The effective date for this benefit shall be for those members of the PBA who retire on or after January 1, 1983 who shall have at least 25 years of service or become permanently disabled in a service-connected incident.

SECTION 15.03 City shall continue to provide the same dental and optical insurance coverage which shall be made available to all other City employees.

ARTICLE XVI GRIEVANCE PROCEDURE

SECTION 16.01 In the event that any dispute, difference or grievance shall arise between the Employer and any employee or between the Employer and the Association regarding the interpretation and application of this Agreement, or regarding conditions of employment (including, but not limited to, the disciplining or discharge of employees), the parties involved in such dispute, difference or grievance shall first make a bona fide attempt at a settlement thereof by the following procedure:

(a) Complaints may be initiated by an individual employee to the Chief of Police or his

Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Association representative.

(b) When the Association wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

STEP 1. The president of the Association or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Chief of the Division of Police or his duly designated representative. The Chief of the Division of Police shall answer the grievance orally within five (5) days.

STEP 2. If the grievance is not resolved at Step 1 or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance within ten days in writing to the Director of Public Safety. This presentation shall set forth the position of the Association, and at the request of either party, or the Director, discussions may ensue. The Director of Public Safety shall answer the grievance in writing within ten (10) days after receipt of the grievance setting forth the position of the Employer.

STEP 3. If the grievance is not resolved at Step 2, or no answer has been received by the Association within the time set forth in Step 2, the grievance may be presented in writing to the Business Administrator. The final decision of the

Business Administrator shall be given to the Association in writing within fourteen (14) days after receipt of the grievance by the Business Administrator. Discussions may ensue in the interim period at the request of either party or the Business Administrator.

(c) If the grievance has not been settled by the parties at Step 3 of the Grievance Procedure, or if no answer in writing by the Business Administrator has been received by the Association within the time provided in Step 3, the Association may demand arbitration of the grievance in accordance with Article XVII-Arbitration, hereinafter set forth.

SECTION 16.02 Nothing herein is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

SECTION 16.03 Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present.

ARTICLE XVII ARBITRATION

SECTION 17.01 Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

SECTION 17.02 Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in Rule 19:12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

SECTION 17.03 The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

SECTION 17.04 The decisions of the Arbitrator shall be final and binding on the Association and the Employer.

SECTION 17.05 Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

SECTION 17.06 In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail

to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be shared by both parties and each of the parties shall bear its own costs.

SECTION 17.07 Nothing herein contained shall subject the matters of wages, hours, other fiscal benefits or union recognition to arbitration, it being the specific intention that within the Article XVII and Article XVI relating to grievance procedure shall apply only to the settlement of disputes, differences or grievances between the Employer and any employee or between the Employer and the Association as set forth in Section 16.01 herein.

ARTICLE XVIII

STRIKES AND OTHER JOB ACTIONS

SECTION 18.01 The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the City, and employees agree to be bound by all such laws, as they now exist, or as they may be modified or amended, from time to time.

ARTICLE XIX
MANAGEMENT OF CITY'S AFFAIRS

SECTION 19.01 The employees recognize that areas of responsibility must be reserved to the City to serve the public effectively. Therefore, the right to manage the affairs of the City and to direct the working forces and operations of the City, subject to the limitations of this agreement, is vested and retained by the City exclusively.

The management and the conduct of the business of the City and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire employees, to classify, assign, transfer and promote them, to discipline or discharge them for cause, and in general to maintain discipline, order and efficiency consistent with the Rules and Regulations of the Civil Service Commission. The Employer reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of its business, provided that the same are not inconsistent with the terms of this agreement, and provided further that such rules and regulations are subject to the grievance and arbitration provisions of this agreement.

SECTION 19.02 The PBA acknowledges the right of the City to, without prior negotiations, institute layoffs and will not interfere in any way with the layoff of employees in accordance with civil service law and regulations.

ARTICLE XX
**ADMINISTRATIVE CODE, ADMINISTRATIVE
MANUAL, AND RULES AND REGULATIONS**

SECTION 20.01 The employee hereby recognizes and agrees that the administrative code, administrative manual of the Employer and the rules and regulations of the Division of Police of the Department of Public Safety of the Employer continue in full force and effect with respect to the employees as they presently exist, including any amendments thereto, and are operative as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein in which event the provisions of this agreement shall prevail.

ARTICLE XXI
APPLICABLE LAWS

SECTION 21.01 The provisions of this agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State and Local laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

ARTICLE XXII

SECTION 22.01 This agreement shall be deemed a continuing agreement, automatically renewing itself from year to year hereafter except that

either party shall have the right of renegotiation by written notice to the other outlining the specific areas and items of renegotiation at least sixty (60) days prior to the end of the initial term hereof or any renewal term. The parties agree that they will enter into negotiations on such requested modifications within fifteen (15) days after the receipt by either part of such proposals by the other party and will continue such negotiations in good faith until a renewal of the within agreement, together with all agreed upon modifications, has been arrived at by agreement.

ARTICLE XXIII MISCELLANEOUS

SECTION 23.01 Police Show—In recognition of the substantial contribution to Police community relations resulting from the P.B.A.'s annual "Anything May Happen" show, the City hereby agrees to continue the past practice of allowing Association members to participate in rehearsals and performances of this show while on duty, provided, however, that on-duty officers will remain in service at all times, will respond to any and all calls for service, and will not be so assigned (to rehearsals or performances) should such assignment result in reducing the efficiency of the Police Division. It is expressly understood, furthermore, that such on-duty assignment will be made only if such assignment will not result in, or cause the need for, additional manpower on an overtime or straight time basis.

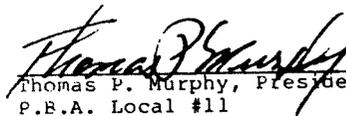
SECTION 23.02 The parties agree except as otherwise provided by law:

a. Effective January 1, 1985 increments shall be earned on the basis of merit, for all police officers hired on or after January 1, 1984;

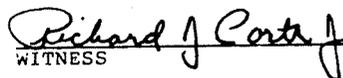
b. The parties shall meet to develop a performance evaluation system, both for the basis of increments earned on the basis of merit, as well as devising ways to recognize good employees within the range and at the maximum;

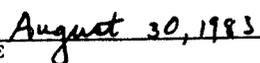
c. Increments earned on the basis of merit shall not be effective until the parties have agreed on the criteria for increments on merit and the criteria for rewarding additional compensation. The parties also agree that when the procedure is implemented that if either the police officer or PBA is of the opinion that the increment has been improperly denied, then same shall be the subject of binding arbitration under the grievance and arbitration provisions of the contract. The burden of proof for denial of normal increments is on the City.

SECTION 23.03 City and the Union agree to print up a contract book for the PBA. The City will pay for the entire cost of printing the booklet.


Thomas P. Murphy, President
P.B.A. Local #11


Arthur J. Holland
Mayor


WITNESS


DATE