

**A G R E E M E N T**

**By and Between**

**CITY OF PLEASANTVILLE, NJ  
A MUNICIPAL CORPORATION OF  
THE STATE OF NEW JERSEY**

**and**

**NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC.  
MAINLAND LOCAL No. 77  
(Pleasantville Superior Officers)**

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JANUARY 1, 2013 THROUGH DECEMBER 31, 2016

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Final Agreement – 01/08/13

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AGREEMENT

THIS AGREEMENT, dated this the 9~~th~~ day of JANUARY, 2013, is entered into by and between the CITY OF PLEASANTVILLE, a municipal corporation of the State of New Jersey, hereinafter referred to as "City", and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION INC., (Pleasantville SOA) through its designated affiliate, MAINLAND PBA LOCAL No. 77, hereinafter referred to as "PBA Local No. 77" or "the PBA".

**ARTICLE I**

**PURPOSE**

This Agreement is entered into pursuant to the provision of Chapter 303, Laws of 1968 (N.J. Revised Statutes 34: 13A-5.1, et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the City and the Employees; to provide for the resolution of legitimate grievances, to prescribe the rights and duties of the City and Employees, all in order that the public service shall be expedited and effectuated in the best interest of the people of the City of Pleasantville, New Jersey.

**ARTICLE II**  
**EMPLOYEE REPRESENTATION**

**A. MAJORITY REPRESENTATIVE**

The City recognizes the Mainland PBA Local No. 77 as the exclusive negotiating agent for all regular appointed, full time police personnel within the Pleasantville Police Department, with the exception of the Chief of Police, Deputy Chief of Police, Sergeants and Rank and File Patrol Officers. These personnel are hereinafter known as "Employees". The City and Employees agree that PBA Local No. 77 has 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. The Majority Representative shall be appointed according to the procedure set forth in New Jersey Revised Statute 34: 13A-S.1 etc. seq. and shall have the rights and privileges therein.

**B. STEWARDS**

The PBA Local No. 77 - SOA Unit must notify the City as to the names of the stewards. No more than one steward and alternate are to be designated. For the duration of this agreement, the steward shall be and the alternate shall be, both officers of the Pleasantville Police Department.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

A. It is the right of the City to determine the standards of service to be offered by its employees, determine the standards of selection for employment, direct its employees, take disciplinary action, maintain the efficiency of its operations, 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 technology of performing its work. The practical impact of the decisions of the above matters are subject to the Grievance Procedure as set forth in Article VI. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken by the agreement.

B. The parties agree that the Chief of Police or other superior officers shall exercise their supervisory duties faithfully, irrespective of the fact that they may not be covered by the Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their membership in the Mainland PBA Local No. 77.

**ARTICLE IV**  
**NON-DISCRIMINATION**

The City and employees both recognize that there shall be no discrimination by reason of sex, creed or racial origin, with respect to employment or opportunities for the improvement of jobs, or as a condition of employment. The City further agrees that it will not interfere with, nor discriminate against, any employee because of membership in, or legitimate activity on behalf of PBA Local No. 77; nor shall the City encourage membership in any other association or union or do anything to interfere with the representation by the Majority Representative of PBA Local No. 77 as the exclusive bargaining agent of employees.



ARTICLE V

STRIKES

The PBA Local No. 77 and the employees assure and pledge to the City that their goals and purpose are such as to condone no strikes, work stoppages, sickouts, slowdowns or any other method which would interfere with police service to the City and its citizens or violate the Constitution of the United States or the laws of the State of New Jersey. The PBA Local No. 77 and employees will not initiate such activities nor advocate or encourage other employees to initiate the same, and the PBA Local No. 77 and employees will not support any member of this organization acting contrary to this provision.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. With respect to employees, the term "grievance" as used herein means an appeal by an individual employee or PBA Local No. 77 on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the City until such grievance and any effect thereof shall have been fully determined.

E. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step 1: The aggrieved or the PBA Local No. 77 shall institute action under the provisions hereof within twenty (20) working days after the event giving rise to the grievance has occurred or the employee has or reasonably should have had knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the City, with the assistance of the Steward, in an informal manner with the Chief of Police. The written grievance at

this Step shall contain the relevant facts and a summary of any preceding discussion, the applicable section of the Agreement allegedly violated, and the remedy requested by the grievant. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step 2: If PBA Local No. 77 wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Mayor or his designated representative within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor or his designated representative shall acknowledge receipt of the grievance by signing and dating the grievance, and respond to the grievance in writing within five (5) working days of its submission.

Step 3: If PBA Local No. 77 wishes to appeal the decision of the Mayor or his designated representative such appeal shall be presented in writing to the City Councilor its designated representative within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The City Councilor its designated representative shall respond in writing within fifteen (15) working days of its submission.

Step 4: If the grievance is not settled through Steps 1, 2 and 3, the PBA after finding the grievance to be meritorious shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission within ten (10) working days of the receipt of the response from the City Council or its designated representative. The costs for the services of the arbitrator shall be borne equally by the City and PBA Local No. 77. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

F. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

G. Any steward or officer of PBA Local No. 77 required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purposes, and any member of the Police Department required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

H. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated with the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered by the City within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to be denied. Time extensions must be mutually agreed to by the City within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to be denied. Time extensions must be mutually agreed to by the City and the PBA in writing.

I. "Working days" as used in this Grievance Procedure shall be defined as Monday through Friday, excluding any holidays.

**ARTICLE VII**  
**DISCIPLINE AND DISCHARGE**

- A. There shall be no discipline or discharge except for just cause.
- B. Other than oral reprimands, the employee shall be furnished with a written copy of any disciplinary action taken, with reasons therefore.
- C. The employees shall sign for the complaint against him/her as an acknowledgment of receipt, which signature shall not be deemed an admission of guilt or liability.

**ARTICLE VIII**  
**DUES CHECKOFF**

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for PBA Local No. 77. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. The check off shall commence for each employee who signs a properly dated authorization card, supplied by PBA Local No. 77 and verified by the Treasurer, during the month following the filing of such card with the City.

C. If, during the life of this Agreement there shall be any change in the rate of membership dues, PBA Local No. 77 shall furnish the City with written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of PBA Local No. 77 advising of such changed deduction.

D. PBA Local No. 77 will provide the necessary "check off authorization" form, and PBA Local No. 77 will secure the signatures of its members on the form and deliver the signed forms to the Treasurer.

E. Agency Shop

1. The City, in accordance with the provisions of N.J.S.A. 3:13A-5.5 agrees to deduct from the salaries of its employees subject to this Agreement, a representation fee in lieu of dues for services rendered by the majority representative in an amount up to eighty-five (85%) percent of the regular membership dues, fees and assessments paid by members of the PBA Local No. 77 less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the PBA Local No. 77. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 N.J.S.A.(R.S. 52:14-15.9 (3) as amended. Said monies, together with records of any

corrections, shall be transmitted to the PBA Local No. 77 during the month following the monthly pay period in which deductions were made. Implementation of payroll deductions for a representation fee will commence with a notification from PBA Local No. 77, but not to exceed (60) days from the date of notice.

2. If, during the life of this Agreement there shall be any change in the rate of membership dues, the PBA Local No. 77 shall furnish to the City two (2) months written notice prior to the effective date of such change.

3. The PBA Local No. 77 agrees to furnish the City with a copy of its "demand and return system" which must be established and maintained by the PBA Local No. 77 in accordance with the law.

4. The PBA Local No. 77 shall indemnify and save the City harmless against any and all claims, demands, suits or forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the PBA Local No. 77 pursuant to Section D of this Article.

F. Any such written authorizations may be withdrawn at any time by the filing of such withdrawal with the Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

G. 1. Liability. The PBA Local No. 77 agrees to indemnify and hold the City harmless against any liability which may arise by reason of any action taken by the City in complying with the provisions of this Article, provided that:

(a) The City gives the PBA Local No. 77 timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

(b) If the PBA Local No. 77 so requests in writing, the City will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the PBA Local No. 77 in gathering evidence, securing witnesses and in all other aspects of said defense.

2. Exception. It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the City or the City's imperfect execution of the obligations imposed by the Article not caused by the PBA Local No. 77.



**ARTICLE IX**  
**POLICEMEN'S RIGHTS**

A. Pursuant to Chapter 303, Public Laws of 1968, the City agrees that every policeman shall have the right, freely, to organize, join, support and assist the PBA Local No. 77 and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, or other Laws of New Jersey or the Constitution of the State of New Jersey or the United States, that it shall not discriminate against any policeman with respect to hours, wage, or any term or condition of employment by reason of his/her membership in the PBA Local No. 77 or its affiliates, or his/her participation in any of these activities, collective negotiations with the City, or his/her institution of any grievance complaint or proceeding under this Agreement with respect to any terms or conditions of employment. Elected representatives of the PBA Local #77 - SOA Unit shall be permitted time off from their regular schedule to attend meetings of the PBA Local No. 77 and the PBA/SOA Units providing the efficiency of the Department is not seriously affected, at the discretion of the Chief of Police.

B. The Police Officers' Bill of Rights shall provide, but shall not be limited to, the following. Nothing contained herein shall negate any rights granted by the State, Local or Constitutional Law or Decision.

1. Political Activity: Except when on duty or whenever acting in his/her official capacity, no police officer shall be prohibited from engaging in political activity.

2. Investigations of Police Officers: Whenever a police officer is to be investigated or is under investigation, the officer is to be made aware of the investigation upon its commencement.

a. If a police officer is subjected to interrogation by his/her commanding officer and/or any other officer of the Police Department for any reason that could lead to disciplinary action, demotion, dismissal, transfer or criminal action on charges, such interrogation shall be conducted under the following conditions:

(1) The interrogation shall be conducted at a reasonable hour, preferably at the time when the officer is on duty with reasonable notice being given unless the seriousness of the investigation is of such a degree that an immediate interrogation is required, and if such interrogation does occur during the off duty time of the officer being interrogated, he/she shall be compensated for such off duty time in accordance with regular department procedures.

(2) The investigation officer shall designate the location at which the interrogation shall take place. It shall be at (1) the office of the command of the investigating officer; or (2) the station, bureau or unit in which an incident allegedly occurred; or (3) at the actual location where the incident allegedly occurred, in which event no non-Officer complainant shall be allowed to be present. If circumstances preclude the selection of any of the above, then the investigation shall be conducted at any other place selected by the interviewing officer in consultation with the officer under investigation.

(3) The officer under investigation shall be informed prior to such interrogation of the rank, name and command of the officer in charge of the investigation, the interrogating officers, and all persons who will be present during interrogation. All questions directed to the officer under interrogation shall be asked by and through no more than two (2) interrogators.

(4) All complaints must be reduced to writing as soon as possible. The officer under interrogation shall be informed in writing of the nature of the investigation prior to any interrogation, and he/she shall be informed in writing of the names and

addresses of all complainants, provided however, that the investigating officer of a complaint may be the complainant.

(5) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary, provided that no period of continuous questioning shall be longer than thirty (30) minutes duration without the office's consent.

(6) The officer under interrogation shall not be subjected to offensive language or threatened with transfer or any disciplinary action. No promise of reward or favorable treatment shall be made as an inducement to answering any questions. The Police Department shall not cause him/her to be subjected to visits by the press or news media without his/her express consent, nor shall his/her home address, telephone number or photograph be given to the press or news media without his/her express consent.

(7) The complete interrogation of the officer, including all recess periods, shall be recorded and there shall be no unrecorded questions or statements. At the request of the officer, a copy of the interrogation shall be furnished to him/her if transcribed, and if further proceedings are contemplated by the Police Department or any other agency. If a tape recording is made of the interrogation, the officer shall have access to a copy of the tape if any further proceedings are contemplated.

3. Advice of Rights:

a. A police officer is a citizen of the United States and of the State of New Jersey and as such is entitled to all the rights and privileges guaranteed by the Constitution and Laws of the United States and the State of New Jersey.

b. The officer has the right not to incriminate himself/herself by answering questions, oral or written, propounded to him/her in the course of a departmental or criminal investigation. Nor shall the officer be compelled to give a statement, oral or written, relating to said investigation without first being read and having waived his/her Miranda rights.

c. At any point during the investigation, the officer has the right to retain counsel of his/her choice at his/her own expense, and to have said counsel present to advise at all stages of the proceeding against and/or interrogation of the officer. At the request of the officer, the PBA Local No. 77 representative will be present at any interview/interrogation of said officer. The representative's purpose shall not be to advise but to witness the conduct of said procedure to ensure compliance with this section.

No dismissal, demotion, transfer, suspension, reassignment, denial of promotion or reassignment or other personnel action which might result in the loss of pay and benefits which might be considered a punitive measure, shall be taken against an officer by reason of his/her lawful exercise of his/her constitutional rights and/or the rights granted herein and/or the exercise of his/her rights to initiate and pursue a grievance.

d. In the event that the Department chooses to proceed criminally against the officer for any violation of the law, no interrogation shall take place unless a representative or counsel of the officer's choosing is present. The representative or counsel selected by the officer may counsel the officer prior to and during the interrogation and object to any questions asked, and the interrogation will immediately terminate at the request of the officer or his/her representative or counsel.

e. In the course of any interrogation, the officer shall have the right to name witnesses who shall be interviewed by the investigating officer.

f. Nothing in the foregoing shall abridge the right of the commanding officer to counsel with, advise, or admonish an officer under his/her command in private.

g. At the conclusion of any interrogation, the officer shall have the right to make an oral presentation for the record, or read a written statement into the record. The member shall, if requested, have the right to a brief recess period prior to said oral presentation or said reading of a written statement.

h. Any complaint against an officer which has been exonerated or unfounded shall be expunged and removed from all departmental and City personnel files and records. All investigative materials, records and notes shall be received, if desired, by the officer and/or his/her counsel. After review, the file shall be sealed and filed only under the custody and care of the Chief of Police.

Said file shall not, in any way, be used against the officer in any personnel or administrative decisions. Said file shall not be opened nor information contained therein released without giving notification to the officer.

4. Police Officers' Right to Bring Suit: Police officers shall have the right, upon notification to the police commission, to bring civil suit against any person or group of persons, including heads or members of business, social or education organizations for damages suffered, either pecuniary or otherwise, or for abridgment of their civil rights on account of their performance of official duties.

5. Civilian Complaint:

a. No complaint by a civilian against an officer shall result in any disciplinary action, unless the complaint be duly sworn to by the complainant before an official authorized to administer oaths.

b. No officer shall suffer a demotion, transfer, reassignment, denial of promotion or reassignment, or other personnel action which might result in loss of pay or benefits or which otherwise might be considered a punitive measure unless such officer is notified in writing of the action and the reason or reason therefore prior to the taking of such action.

6. Suspensions: No officer shall suffer a suspension from duty, with or without pay, unless the following circumstances are apparent:

a. Where the officer has been indicted, charged or alleged to have committed a severe criminal offense or severe violation of departmental regulations which constitute a threat, hazard, or danger to the public or members of the Department.

b. The officer shall be notified in writing of the suspension and reasons therefore, prior to the suspension if practical.

c. Any suspensions and all subsequent proceedings shall be handled in accordance with the guidelines as set forth in Title 40 and applicable case law.

d. In addition to any administrative procedures available to him/her regarding the filing of grievances, any officer may institute an action in a civil court to

obtain redress of grievances, but he/she shall first use the grievance procedure set forth herein.

7. No officer shall have any comment or statement adverse to his/her interest entered into his/her personnel record by any person without the following:

a. The officer may sign the document indicating he/she is aware of and in agreement with what is contained therein.

b. The officer may refuse to sign said document and may permanently attach a statement correcting or clarifying his/her position relevant to the matter.

8. No officer shall be compelled to submit to a polygraph examination without his/her express written consent. No disciplinary action or other reprimand whatsoever shall be taken against an officer refusing to submit to a polygraph examination, or shall any comment be entered anywhere that the officer refused to take a polygraph examination, nor shall any testimony or evidence be admissible in any Police Department proceeding to the effect that the officer refused to take a polygraph examination.

9. No officer shall be denied the opportunity to participate in secondary employment subject to the Department's right to restrict employment in such areas where a conflict of interest would exist. Such types of employment where a conflict could reasonably be determined to exist must be narrowly construed and delineated.

10. No officer shall be required or requested for purposes of assignment or other personnel action, to disclose any item of his/her property, income, assets, source of income, debts or personal or domestic expenditure (including those of any member of his/her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of his/her official duties.

ARTICLE X

OVERTIME

A. Overtime shall consist of all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

B. Overtime shall be defined as any and all hours worked outside the normal hours per week, and shall include all such hours spent on emergencies, training sessions, all court appearances connected with and arising from their respective employment, and any other extra duty activities which require the employee's attendance.

C. All employees covered by this Agreement, except for Police Captains, shall, in addition to their base salaries, shall be paid one and one half (1 ½ ) times their straight time hourly rate of pay, computed on the basis of a forty (40) hour week, including longevity, for all overtime hours worked. Overtime shall be paid bi-weekly together with, and in addition to, the employee's base salary.

1. Effective February 1, 2006, Captains will no longer be entitled to receive premium pay for overtime. In the event that the Division of Wage and Hour, or any other duly designated Federal or State agency responsible for enforcing Wage and Hour laws determines that Captains are not properly classified as Exempt Employees, the parties agree to hold the City harmless and the parties will revert to the terms of the CAN in effect from January 1, 2001 through December 31, 2003 with respect to overtime provisions only.
2. All earned compensatory time currently accrued and held by the employee and shown and maintained by the City's police department shall be subject to the provisions herein.
3. Employees will attempt to use their compensatory time within a "reasonable period" so long as its use does not "unduly disrupt" the operations of the

police department. However, the Employer shall not use any means to coerce or regularly schedule an employee to use their compensatory time.

(a) "Reasonable Period" for the purpose of this Article shall mean the customary work practices within the police department, including but not limited to (a) the normal schedule of work, (b) anticipated peak workloads based on past experience (c) emergency requirements for staff and services, and (d) the availability of qualified substitute staff.

(b) "Unduly disrupt" for the purpose of this Article shall mean the inability of the police department to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services. However, mere inconvenience to the Employer is an insufficient basis for denial of a request for compensatory time off, but the Employer may deny a request for compensatory time if the granting of the request would cause overtime.

4. Employees who are unable to use or select to use only a minimal amount of their accrued compensatory time shall be able to carry said time forward, so long as they do not exceed the maximum set forth in paragraph #2©(1) above.
5. Effective in 2010 and thereafter, subject to the Employer's ability to pay, employees shall be permitted to cash in all or part of their accumulated compensatory time at the employee's rate of pay at the time of the request for cash-in, except if an employee is terminating their employment with the City for any reason, then the employee will be paid in full pursuant to the employee's rate of pay upon termination/retirement.

D. Any employee who works an eight (8) hour shift on any of the fourteen (14) holidays will receive compensation of four (4) hours of overtime for each holiday worked unless those hours worked are overtime hours.



E. All overtime shall be paid bi-weekly.

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

<u>Amount of Overtime</u>	<u>Compensation</u>
0-15 Minutes	No compensation
16-30 Minutes	.5 hours of compensation
31-60 Minutes	1.0 hours of compensation
Thereafter	Calculated in .5 hour segments

**ARTICLE XI**  
**ACTING OFFICERS**

A. Any employee who shall have been appointed to act for a senior officer, in the absence of such officer, and who shall have performed the duties thereof for a continuous period of thirty (30) days, shall, thereafter, be entitled to compensation to such officer for time so held. This shall not apply for absences due to vacation or holidays.

B. This clause does not apply to, or for, those members of the Department who are acting in the place of an employee who is receiving pay upon termination, as defined in Article XVIII, Section H.

C. A record of all such Shift Supervisor assignments shall be maintained by the Chief of Police or his designated representative in order to document the appropriate compensation.

D. Seniority:

1. Seniority is defined as an employee's total length of service with the City, beginning with the employee's original date of appointment as a full time employee.

ARTICLE XII

STAND-BY TIME AND EMERGENCY TIME

A. Stand-by Time - All employees will receive one (1) hour overtime for every four (4) hours they are placed on stand-by. Employees can be placed on stand-by time by the shift commander or by the courts.

B. Emergency Time - Any employee called in to duty during his/her off time will receive a minimum of three (3) hours overtime.

ARTICLE XIII  
VACATIONS

A. An employee, during his/her first year of employment, shall be entitled to one working day vacation for each month of service, up to and including December of his/her initial year. Thereafter, he/she shall be entitled to a paid vacation according to the following schedules:

1. Employees hired into the police unit prior to October 13, 1998:

<u>Years of Service</u>	<u>Vacation Days</u>
One through five years service	17 working days
Six through ten years	20 working days
Eleven through fifteen years	23 working days
Sixteen through twenty years	26 working days
Twenty one through twenty-five years	30 working days

2. Employees hired into the police unit after October 13, 1998:

<u>Years of Service</u>	<u>Vacation Days</u>
One through five years service	14 working days
Six through ten years	17 working days
Eleven through fifteen years	20 working days
Sixteen through twenty years	23 working days
Twenty one through twenty-five years	30 working days

B. It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be days they are given off. Days on which they are normally off that fall during the vacation period shall not be computed as part of the vacation.

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

D. At the discretion of the Chief of Police, vacation days may be split into time segments. The initial choice of the time of the year when vacations are to be taken by employees, subject to the approval of the Chief of Police, shall be determined on the basis of seniority amongst the ranks and within the ranks dependent upon the number of years of continuous departmental service. Those members electing to split their vacation shall choose the first segment of their vacation in accordance with the criteria stated above. Subsequent segments shall be chosen with the approval of the Chief of Police after all employees have made their initial selection.

1. Members will submit their vacation requests by January 25th each year. Vacation confirmations will be given to the members, in writing, no later than ten (10) working days following submission. If a member requests a vacation before January 25th each year, every attempt will be made to accommodate the member.

E. An employee who terminates his/her employment with the City, or whose employment is terminated by the City shall be entitled to vacation time and/or vacation pay on a pro-rated basis.

F. Employees shall not be recalled on their vacation days except in emergencies. In the event that an employee is called in for emergency reasons, he/she shall be paid double time for all hours worked with a guarantee of a minimum of four (4) hours.

ARTICLE XIV  
HOLIDAYS

A. Holidays are deemed to include those referenced by the Resolution which is adopted during the annual City Council reorganization meeting.

1. Captains shall be entitled to all named holidays as paid time off.

B. Any other holiday appointed, ordered, or created by the City will become a holiday for the employees covered by this Agreement. Any other day off given to other municipal employees due to emergency or unusual circumstance, (i.e., snow storms, hurricanes, air conditioning failure during summer, heating failure during winter, etc.) shall not be considered a holiday pursuant to this Article, and the employees covered by this Agreement shall not be entitled to an additional day off.

C. As of 12-31-02 all accumulated holiday time will remain at the employees daily rate of pay for 2002 and will remain at that value until such time that the City compensates the employee. The City reserves the right to compensate the employee for any or all accumulated Holiday time prior to date of separation.

D. An employee may be compensated for up to ten (10) days of the holidays accumulated in his/her bank provided the Chief of Police is notified in writing of the request by October 1st of the prior year. This compensation shall be determined at the value referenced in Section C of this Article. Payment shall be made on or before the first payday in June of the succeeding calendar year.

E. In 2002, employees may take up to fifteen (15) consecutive working days from their accumulated Holiday bank. Upon separation of employment, an employee(s) shall be compensated for his/her Holiday time computed on his/her daily rate of pay for the year 2002.

ARTICLE XV

SALARIES AND WAGES

A. Lieutenants and Captains in the Police Department shall receive the following annual salaries to be paid (on a bi-weekly basis):

	<u>2013</u> (eff. 7/1/13) (2%)	<u>2014</u> (eff. 1/1/14) (2%)	<u>2015</u> (eff. 1/1/15) (2%)	<u>2016</u> (eff. 1/1/16) (2%)
Captain	\$108,653	\$110,827	\$113,043	\$115,304
Lieutenant	\$99,366	\$101,354	\$103,381	\$105,448

ARTICLE XVI  
LONGEVITY

A. Each employee listed in Article XVI, Sections A & B shall be paid, in addition to and together with his/her annual base salary as listed in Sections A & B Article XVI, additional compensation based upon the length of his/her service as fixed and determined to the following schedules:

1. Employees hired into the police unit prior to October 13, 1998.

<u>YEARS OF SERVICE</u>	<u>PERCENT OF BASE SALARY</u>
Upon completion of 4 years .....	2%
Upon completion of 10 years .....	4%
Upon completion of 15 years .....	6%
Upon completion of 20 years .....	8%

2. Employees hired into the police unit after October 13, 1998:

<u>YEARS OF SERVICE</u>	<u>DOLLAR AMOUNT PER YEAR</u>
Upon completion of 6 years	\$1,295
Upon completion of 12 years	\$2,483
Upon completion of 17 years	\$3,778
Upon completion of 20 years	\$4,858

B. Longevity pay shall be applied on the basis of the employee's anniversary date of employment, and shall commence at the adjusted rate in the pay period immediately following said anniversary date. Longevity shall be paid together with, and in addition to, the employee's base salary.



ARTICLE XVII

SICK LEAVE

A. Sick leave is hereby defined to mean any unavoidable absence from post of duty, by an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's family, seriously ill, requiring the care or attendance of such employee.

B. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of the employee after three (3) consecutive days of sick leave, or in attendance of a member of the employee's immediate family.

C. In case of any illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of sick leave by the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence of employment.

D. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.

E. Sick leave benefits should be carefully guarded and not dissipated or abused. The parties have conceptually agreed to a "Sick Leave Disability Pool" set forth and incorporated herein as Appendix A

F. All sick leave taken regardless of the amount of time taken, shall be charged against the employee's sick leave. Sick leave taken shall be recorded to the nearest fifteen (15) minute interval.

G. Every person covered by this Agreement shall, in addition to his/her paid vacation, be granted sick leave as defined in Section A above with pay for not less than

one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his/her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay, if and when needed, provided that the City shall not require any of its employees who may be disabled, either through injury or illness as a result of or arising from his/her employment, to utilize the sick leave accumulated under this section.

H. Upon an employee's retirement or death, said employee shall be compensated for his/her accumulated sick leave computed on his/her daily rate of pay for the year immediately preceding said retirement or death and shall receive a full day's pay for each day of accumulated sick leave based upon the following:

1. Employees with twenty-five (25) years of service in the Police and Firemen's Retirement System - up to a maximum of one hundred eighty (180) days.

2. Employees with twenty (20) through twenty-four (24) years of service in the Police and Firemen's Retirement System - up to a maximum of one hundred fifty (150) days.

3. Employees who retire as a result of injury which occurred in the line of duty - up to one hundred eighty (180) days.

4. In the event of an employee's death, his/her estate shall be entitled to remuneration under the provisions of this Section.

5. During terminal leave, the employee shall receive all rights and benefits under this Agreement.

I. Any employee who is separated from service for a cause arising from any disciplinary action shall not be entitled to compensation for accumulated leave.

**ARTICLE XVIII**  
**FUNERAL LEAVE**

- A. Special leave of absence with pay up to a maximum of three (3) working days shall be granted to any employee in case of death within the immediate family. Effective as of the date of the signing of this Agreement, the number of working days shall be increased from three (3) to five (5).
- B. The term "immediate family" shall include only father, mother, step-parent, father-in law, mother-in law, grandparents, sister, brother, spouse, child, foster child, brother-in-law, sister-in-law, grandchild and legal guardian of any employee and relatives residing in his/her household at the time of death.
- C. The special leave period shall commence immediately following the death of such persons and is for the sole purpose of arranging and attending funeral services; such special leave may be extended without pay at the discretion of the Chief of Police. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.
- D. Bereavement leave shall commence immediately following the death of such person and shall be utilized within twenty (20) days of the day of death, Such days do not have to be consecutively.

ARTICLE XIX  
INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his/her duties, then, in addition to any sick leave benefits otherwise provided for herein, he/she may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation, disability, or other payments received from other sources provided by the City. At the City's option, the employee shall either surrender and deliver his/her entire salary payments, or the City shall pay the difference.

2. If an employee returns to work from injury leave for less than one (1) year, he/she may return to injury leave for the same injury for an additional period of time which when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, he/she shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report as soon as possible, but no later than eight (8) hours, if possible, thereof to the Chief of Police or immediate supervisor.

C. It is understood that the employee must file an injury report with the Chief of Police or immediate supervisor so that the City may file the appropriate Workers' Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he/she is unable to work, and the City may reasonably require the employee to present certificate update(s).

E. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

F. In the event the City appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the City appointed physician. Then the City and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the City and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician certifies as to the employee's fitness to return to duty, injury leave benefits granted under this Article shall be terminated.

E. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

F. In the event the City appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the City appointed physician. Then the City and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the City and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician certifies as to the employee's fitness to return to duty, injury leave benefits granted under this Article shall be terminated.

**ARTICLE XX**  
**LEAVE FOR PBA MEETINGS**

- A. The executive Delegate and President (or appointed alternates) of PBA Local No. 77 shall be granted leave from duty with full pay, up to six (6) days during a twelve (12) month period, to attend scheduled meetings of the State and Local Association, when such officers are scheduled to be on duty, providing the affected officer gives at least seventy-two (72) hours notice to the Chief of Police.
- B. Negotiators and shop stewards will be given time off, without loss of pay, to attend PBA monthly meetings and any negotiation sessions that are held in Pleasantville.
- C. The shop steward or his/her designee shall be entitled to spend a maximum of five (5) hours per week during his/her regular shift(s) in order to attend to PBA business.

ARTICLE XXI  
LIMITATIONS ON LEAVES

No leaves of absence or combinations of leaves of absence for any cause whatsoever shall exceed one year. In case of continuous absence for more than one year, such employee so absent shall be automatically separated from the Department on the first anniversary date from the date such absence began. The City may, in its discretion, extend such absence indefinitely.



**ARTICLE XXII**  
**ESTATE BENEFITS**

A. If an employee dies while employed by the City, the employee's spouse or beneficiary shall be paid for any unused holidays and vacation days accumulated on a pro-rata basis at the daily rate of pay that the employee was earning during the calendar year he/she passed away.

B. Payment shall be made in one (1) lump sum within, but no later than, sixty (60) days after the death of the employee.

ARTICLE XXIII  
COLLEGE INCENTIVE PROGRAM

A 1. The City and PBA No. 77 agree that the amount and quality of an employee's education often determines the value of his/her contribution to the community, and the degree of proficiency with which he/she performs his/her duties. In order to provide an incentive to encourage employees to achieve the advantages of higher education, the City agrees that each employee who receives academic credits for study in any institution of collegiate level which offers a college curriculum leading to, or accredit able toward, an undergraduate Baccalaureate or Associate's degree in Police Science or other related degrees, shall be paid a college allowance according to the following schedule:

<u>DEGREES</u>	<u>COMPENSATION PER ANNUM</u>
Associate's Degree	\$1,200
Bachelor's Degree	\$2,000

2. All members currently receiving \$600.00 for college credits shall continue to receive said payment.

3. Degree and credit compensation shall be continued from year to year and shall be paid in a lump sum on the first pay in December.

B. Book Re-Imbursement: After successful completion of an approved course (minimum grade of "C"), the member shall present a receipt for the textbook to the Chief of Police or his designee. After normal processing through the City's bill list system, the member will be reimbursed for the cost of the textbook and the textbook shall be turned over in good condition to the Police Department's Library, to be reused by members requiring same.

ARTICLE XXIV  
HEALTH CARE INSURANCE

A. The City agrees to provide all full-time employees and their dependents health benefits as provided under the New Jersey State Health Benefits Plan at the City's cost, subject to the employee contribution required by P.L. 2011, Chapter 78. Employees are not required to make any premium contributions over and above or in addition to the requirements set forth by P.L. 2011, Chapter 78. The contribution towards health insurance shall be made by active employees only and will not be required of retirees except as may be mandated by law. The annual base salary contributions shall be deducted bi-weekly. Employees shall continue to have the right to participate in the City's existing IRS Section 125 salary reduction premium only plan for tax purposes. The healthcare contribution made by officers will only apply to active employees, not retirees, and contributions will cease upon retirement.

1. Officers who are eligible under law/regulation may elect to "Opt Out" of the City's health care coverage provided that such officer can provide proof of insurance coverage. If the officer does "opt out" they shall not be required to make any contribution from wages.

B. The City also agrees to provide a dental, optical and prescription plan for the member and the member's family. Coverage shall be equal to what is presently in effect. However, coverage will be placed with the carrier of the City's choosing.

1. Effective January 1, 2006, the prescription co-payment shall be \$5 for generic drugs and \$7 for brand drugs.

C. Upon retirement of an employee with twenty-five (25) or more years of service in the Police and Firemen's Retirement System or upon retirement of an employee who becomes disabled and receives an accidental disability pension under the provisions of N.J.S.A. 43:16A-7, the City agrees to provide the Health Benefits described in Sections

A and B of this Article for the member, and the member's spouse only. Such benefits shall not be extended to the member's spouse once the spouse becomes eligible for Medicare/Medicaid. At this time, the City will become the secondary provider to the spouse.

1. Pursuant to N.J.S.A. 43:16A-7, upon the written application by a member in service, by one acting in his behalf or by his employer any member may be retired on an accidental disability retirement allowance; provided, that the medical board, after a medical examination of such member, shall certify that the member is permanently and totally disabled as a direct result of a traumatic event occurring during and as a result of the performance of his regular or assigned duties and that such disability was not the result of the member's willful negligence and that such member is mentally or physically incapacitated for the performance of his usual duty and of any other available duty in the department which his employer is willing to assign to him. The application to accomplish such retirement must be filed within five years of the original traumatic event, but the board of trustees may consider an application filed after the five-year period if it can be factually demonstrated to the satisfaction of the board of trustees that the disability is due to the accident and the filing was not accomplished within the five-year period due to a delayed manifestation of the disability or to other circumstances beyond the control of the member.

2. Upon retirement for accidental disability, a member shall receive an accidental disability retirement allowance which shall consist of:

- a. An annuity which shall be the actuarial equivalent of his aggregate contributions and;
- b. A pension in the amount which, when added to the member's annuity, will provide a total retirement allowance of  $\frac{2}{3}$  of the member's actual annual compensation for which contributions were being made at the time of the occurrence of the accident or at

the time of the member's retirement, whichever provides the largest possible benefit to the member.

3. Upon receipt of proper proofs of the death of a member who has retired on accidental disability retirement allowance, there shall be paid to such member's beneficiary, an amount equal to 3 ½ times the compensation upon which contributions by the member to the annuity savings fund were based in the last year of creditable service; provided, however, that if such death shall occur after the member shall have attained 55 years of age the amount payable shall equal ½ of such compensation instead of 3 ½ times such compensation.

4. Permanent and total disability resulting from a cardiovascular, pulmonary or muscular-skeletal condition which was not a direct result of a traumatic event occurring in the performance of duty shall be deemed an ordinary disability.

D. The member under this Article has the option to pay the additional expense for family coverage at the City's rate, billed to the member annually in June of each year and paid to the City monthly.

E. The City shall provide a twenty-five thousand (\$25,000) dollar life insurance policy on the life of each member, with the member's right to designate the beneficiary(s) thereof. Upon separation from service, the member at his/her option and cost may convert said life insurance on an individual basis.

F. If an officer is killed in the line of duty, the City will pay six thousand dollars (\$6,000.00) for funeral expenses upon submission of verified bill/invoices. Said payment shall be provided from the insurance policy and/or City cash reserve at the City's option.

ARTICLE XXV  
CLOTHING ALLOWANCE

A. In addition to any other benefit under this Agreement, every uniformed employee shall be entitled to an allowance for the cleaning, maintenance and purchasing of his/her clothing and uniforms in the sum of thirteen hundred and fifty dollars (\$1,350.00) for each year of this Agreement Plainclothes unit members shall be entitled to thirteen hundred and fifty dollars (\$1,350.00) each year of this Agreement. Such sums shall be payable in equal payments, the first of which shall be made on the first pay day in March and the second pay day in October.

B. The employer shall provide and the unit member shall submit a 1099 Form each year as required by law.

C. Employees are subject to compliance with the Uniform Policy of the Pleasantville Police Department. In the event that the City originates any change in the present uniform or any part thereof, or requisites as a result of promotion, a new uniform, then the cost due each member as a result of the change shall be borne by the city and shall not be considered as part of the yearly clothing allowance.

## ARTICLE XXVI

### BODY ARMOR

A. Issue of New Body Armor - The City of Pleasantville shall provide new body armor to all new hires of the agency. The body armor shall be that of N.I.J. (National Institute of Justice) standards and listed on an approved state contract bid by a vendor in the State of New Jersey. The threat level of the ballistic vest shall be equal to the stopping power of the current City issued duty weapon caliber bullet projectile. The threat level of the vest shall not be less than threat level III-A and is further described as an undergarment vest. The vest will be of a standard established under the New Jersey State contract. The City will furthermore provide the new Officer with a second ballistic panel carrier and trauma plate. The vest shall be configured of the latest technology further described as an all spectra vest or hybrid vest which will offer maximum protection.

B. Replacement of Expired Body Armor - The City of Pleasantville shall be responsible for the replacement of any sworn officer's body armor, including Level 4 ERT body armor, pursuant to the manufacturer's standards and as approved by the N.I.J. (National Institute of Justice) standards.

The vest will, furthermore, be equal to the stopping power of the current City issued duty weapon bullet projectile. The City will also provide an extra ballistic panel carrier and trauma plate with the replacement vest.. The vest is further described as an undergarment vest to be worn under the city uniform. The City of Pleasantville will

furthermore be responsible for the replacement of a non-expired vest in the event the vest is damaged and deemed unsafe and unserviceable while the officer is acting in the official performance of his/her duties.

C. Wearing of City Issued Body Armor - Sworn officers of the Pleasantville Police Department shall be responsible for wearing their city issued body armor while acting in the official performance of their duties. Undergarment vests shall be worn under the city issued uniform shirt and will be equipped with the ballistic panels inserted in the carrier along with the trauma plate.

Members of the Pleasantville Police Department working in non-uniform assignments (examples detectives, watch commanders, undercover officers, police department administrators) shall have their ballistic vests readily available for wear in the event of a duty related assignment requiring ballistic protection and/or a police related emergency situation. Any and all sworn officers shall wear body armor in compliance with this Article. Failure to do so will be in violation of the Rules and Regulations of the Pleasantville Police Department and this Article governing the wearing of body armor.

D. Disbursement of Expired Body Armor - All officers requiring the replacement of their expired and/or damaged body armor shall turn in the armor to the Chief or his/her designee. Said body armor shall remain the property of the City of Pleasantville and the Police Department. At no time shall any member of the Police Department give, lend or reassign his/her undergarment vest to any other members of this agency, civilians or outside persons of this agency without the express written consent of the Chief of Police and the City of Pleasantville administration.



Body armor, when expired, is considered to be disposed of in accordance with the guidelines of the City of Pleasantville administration governing its destruction or as designated by the Chief of Police. Any and all sworn officers shall dispose body armor in compliance with this Article. Failure to do so will be in violation of the Rules and Regulations of the Pleasantville Police Department and this Article governing the disposal of body armor.

ARTICLE XXVIII  
PERSONNEL FILES

- A. The City shall establish personnel files or confidential records which shall be maintained under the direction of the Chief of Police.
- B. Upon advance notice and at reasonable times, any employee may review his/her personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.
- C. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires and he/she shall be permitted to place said rebuttal in his/her file. The employee shall sign for the complaint against him/her as an acknowledgment of receipt, which signature shall not be deemed an admission of guilt or liability.
- D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by an employee shall subject that employee to appropriate disciplinary action.
- E. All employees shall within fourteen (14) days of their birth date review their official financial personnel file in the Office of the City Administrator. Each employee is responsible to schedule said review with the Administrator.
- F. Any material in a personnel file that has not been subject to a departmental hearing shall be grievable.
- G. There shall be no files pertaining to the employee containing material not subject to inspection by the employee.

ARTICLE XXIX

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

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

ARTICLE XXX  
SAVINGS CLAUSE

In the event that any provisions of this Agreement shall be finally determined to be in violation of any applicable State or Civil Service rule or regulation or law, such determination shall not impair the validity or enforceability of the remaining provisions of this Agreement.

ARTICLE XXXI  
DECONTAMINATION

A. In the event that an officer is exposed to bodily fluids, medical treatment and decontamination equipment shall be made available to him/her. The officer shall be given the opportunity to change into a clean uniform or clothing as quickly as possible after exposure. If the officer's uniform or clothing is contaminated by bodily fluids, and requires more than usual cleaning procedures, the City will provide for cleaning/decontamination and/or replacement. Replacement of contaminated uniform(s) or clothing shall be at the discretion of the City Administrator.

B. When bodily fluid of a quantity which cannot be quickly and easily removed is observed in a City vehicle, the vehicle will be taken out of service immediately and the City will make arrangements for the cleaning/decontamination of the vehicle.

C. When bodily fluid is found in the Police Department, the City shall arrange for immediate clean-up and decontamination.

D. All clean-up and decontamination, with the exception of an officer's personal equipment (gun belt, shoes, cuffs, etc.) will not be performed by members of the Police Department.

**ARTICLE XXXII**  
**DURATION OF AGREEMENT**

This contract shall be in full force and effect from January 1, 2013 until midnight, December 31, 2016. It is understood that the PBA No. 77 is seeking a successor agreement commencing from January 1, 2017 and this Agreement shall remain in full force and effect until said successor agreement is reached.

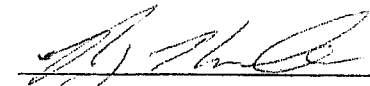
The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms and provision of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which the collective negotiations agreement is to expire. At least three negotiations sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC).

IN WITNESS WHEREOF, the undersigned have affixed their signatures on the 9<sup>th</sup> day of JANUARY, 2013.

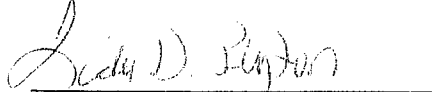
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PLEASANTVILLE:**

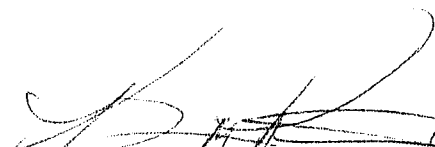
  
**JESSE L. TWEEDLE, SR.,  
Mayor**

**FOR MAINLAND PBA  
LOCAL #77:**

 1-10-13  
**RAY THERIAULT  
President**

**ATTESTED:**

  
**LINDA D. PEYTON  
City Administrator**

 1-11-13  
**KEVIN PETERSON  
SOA Shop Steward**

PBA SOA Committee Members:

Sean Riffin  
Matt Hartman  
Danny Adcock

**APPENDIX A**  
**SICK LEAVE DISABILITY POOL**

If an employee exhausts all of his/her sick leave as a result of a catastrophic injury and/or chronic illness, he/she shall be entitled to apply for wage continuation, funded by the Sick Leave Disability Pool, provided that he/she has exhausted all of his/her earned and accumulated sick leave, vacation time and holiday time. With the exception of first year employees whose sick leave, vacation *time* and holiday time are earned pro-rata, earned and accumulated sick leave, vacation time and holiday time shall include all days contractually granted prospectively on January 1st of each year.

A. Application for use of Disability Pool: The employee, spouse, immediate relative or designated member of the PBA shall complete a mutually agreed upon application form which shall be submitted simultaneously to the PBA Screening Committee and to the Chief of Police. Except in emergency situations, applications must be submitted no later than four (4) weeks prior to requested consideration.

B. PBA Screening Committee Selection:

1. The Screening Committee shall consist of one (1) Superior Officer, one (1) Superior Officer Shop Steward, two (2) Patrol Officers/Investigators, one (1) Sergeant, one (1) Rank and File Shop Steward and one (1) Rank and file Assistant Shop Steward for a total of seven (7) committee members.

2. The aforementioned members shall be elected by their respective bargaining units within one (1) month finalization of a Successor Agreement. No later than five (5) days after said election( s), the names of the elected officers shall be forwarded, in writing, to the Chief of Police and City Administrator.

3. Committee members shall serve in this capacity for the duration of the Agreement. If, for any reason, a member must resign from the committee, the

President of the PBA unit from which the member was elected shall have the right to select a replacement. The name of the officer so replaced shall be forwarded, in writing, to the Chief of Police and City Administrator.

C. Screening Committee Procedures:

1. The Screening Committee shall consider each application on a case by case basis.

2. The Screening Committee shall:

- a. verify that, in order to be eligible, the applicant has exhausted all earned and accumulated sick time, holiday time and vacation time. With the exception of first year employees whose sick leave, vacation time and holiday time are earned pro-rata, earned and accumulated sick leave, vacation time and holiday time shall include all days contractually granted prospectively on January 1st of each year.
- b. examine and evaluate the applicant's prior use of sick leave.
- c. determine that the applicant's illness/injury leading to the Disability Pool usage request has not resulted from violation of 2[ c] Criminal Code, Motor Vehicle Code and/or behavior unbecoming an Officer.
- d. obtain a current sick leave list from the City itemizing each police officer's usage.
- e. obtain, a form in triplicate from each officer willing to donate time, authorizing such usage up to the maximum allowable of three (3) days.
- f. provide the City with a written prognosis/ diagnosis from the applicant's physician stating the approximate time of return to duty.
- g. make a final and binding decision to advance or not to advance the request to the Chief of Police.

3. If determined by the Screening Committee that the Officer is eligible for participation in the Disability Pool, said recommendation shall be reduced to writing and sent to the Chief of Police and City Administrator. Neither the Chief



nor the City Administrator shall deny the Officer's participation in the "Pool" without just cause.

4. Within five (5) work days after receiving the Committee's recommendation, The Chief or the City Administrator shall inform the Officer, in writing, of his/her access to the Disability Pool.

D. Funding of the Disability Pool:

1. Any Officer may donate, on a case by case basis and at the donor's option, up to three (3) sick days per year to be utilized by the employee having no earned and accumulated sick, vacation and holiday leave days remaining. With the exception of first year employees whose sick leave, vacation time and holiday time are earned pro-rata, earned and accumulated sick leave, vacation time and holiday time shall include all days contractually granted prospectively on January 1st of each year. The number of days donated shall be subtracted from the donor's sick leave bank and the donor shall be notified in writing.

2. When an Officer donates time, the dollar value of his/her donated time shall go into a money pool.

3. The designated recipient of the pool shall be allocated sick days paid for and subtracted from the pool and based upon the recipient's daily rate of pay.

**APPENDIX B**  
**SHIFT ASSIGNMENT**

In resolution to AR-2001-447, the parties agree that effective January 14, 2002, patrolmen and sergeants, other than those officers who are members of: (1) the Criminal Investigation Section (CIS) who are assigned to and funded by the Urban Enterprise Zone (UEZ), (2) the Bike and Other Patrol Assignments, (3) assigned to K-9 and other specialized units such as, FTO, Range Master, and officers assigned to the Pleasantville Board of Education, or as set forth below, shall select assignments to either the Alpha, Bravo or Charlie Platoons initially for a four (4) month assignment. The applicable members will then move, except as noted below, to the next applicable shift for another four (4) months, so that after twelve (12) consecutive months, barring, but not limited to transfers, reassignments, leaving the force for any reason, discipline, resignations or retirements, they shall serve on each Platoon.

For example, an individual who serves in the first four months with Bravo Platoon, will serve the next four months with Charlie Platoon and the last four months with Alpha Platoon. The existence of non-Alpha, Bravo and Charlie Platoons shall remain in full force and effect.

The initial selection for an officers' initial assignment will be done by the submission of requests by the applicable officer(s) on a posted Sign-Up sheet. The Chief of Police shall have the discretion to determine assignments based upon experience in the Police Department, special training, diversity and the manpower needs of the Department. The initial assignment posting shall be done by November 1<sup>st</sup> for the following year.

The PBA acknowledges that it is the City's inherent and exclusive management right to make assignments, transfers and reassignments/retransfers and to make changes as such, at any time, for any legitimate reason. Furthermore, it is acknowledged that the City has the inherent and exclusive right to deny any request for assignment, transfer,

reassignment and/or retransfer by an affected police officer. Nothing under this provision shall be subject to the parties' grievance procedure except for:

1. Failure to provide two (2) weeks' notice of such change, except where there is a need to transfer/assign/reassign/retransfer by the City on an emergency basis and/or, for the efficient operation of the Department, or the elimination of multiple light duty assignments on the same shift;
2. Failure to provide a legitimate reason *per se*.
3. The City shall have the inherent and exclusive management right to initially assign any patrol officer after completing their Academy training and/or joining the Department from any other law enforcement agency irrespective of the desire of the officer(s) or the PBA.
4. It shall be in the City's inherent and exclusive management right to initially assign any patrol officer from Academy training and/or joining the Department from any other law enforcement agency irrespective of the desire of the officer(s) or the PBA.
5. Until the implementation of this procedure set forth above, the present system shall remain in effect; the Department shall continue to have its right to assign/transfer/reassign/retransfer as exists now and the PBA shall not grieve such, except for the failure to provide a legitimate reason.
6. The process set forth in # 1 shall be done on a yearly basis and affected officer( s) shall not be of the belief that they will continue in the same rotational pattern for the following year(s). For example, if an individual's last assignment at the end of 2002-2003 is Alpha Platoon, he/she shall not believe or consider that their next assignment is Bravo Platoon for 2003-2004, etc. The assignment posting shall be done by November 1st for the following year(s).