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71-72
THIS BOOK DOES
NOT CIRCULATE

AGREEMENT ENTERED INTO THIS 26th DAY of May, 1972

by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as "the City," and ELIZABETH POLICE SUPERIOR OFFICERS ASSOCIATION, hereinafter referred to as "Superior Officers" or "the Association."

ARTICLE I - RECOGNITION

1. The City hereby recognizes the Elizabeth Police Superior Officers Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all full-time, uniformed Police Department employees of the rank of Sergeant, Lieutenant and Captain, excluding all others.

2. Unless otherwise indicated, the terms "Superior Officer", "Superior Officers", "employee", or "employees", when used in this Agreement, shall refer to all persons represented in the above-defined unit.

ARTICLE II - ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP)

Employees covered by this Agreement at the time it is executed and who are members of the Association at that time shall be members for the duration of this Agreement and the City will not honor revocations from any employee covered by this provision, except as provided herein.

Employees not members of the Association and who desire membership shall confirm their desire to join for the duration of this Agreement by initiating their Association application form and dues deduction authorization forms.

All deductions under this article shall be subject to revocation by the employees who executed such assignments, upon giving at least thirty (30) days written notice, immediately prior to the expiration date of this Agreement, to assignees and the City Controller. The City Controller and the City Treasurer shall thereafter cease withholding any moneys whatever under such assignments.

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. Money

ASSOCIATION SECURITY (II CONT'D)

checked off shall be remitted by the 1st and 15th of each month, unless otherwise mutually agreed upon. Once payment is made the City or any of its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

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

ARTICLE III - GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the City and the Police Superiors or its members employed by the City, over the application and interpretation of the terms of this agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee's knowledge thereof:

- STEP 1. Between the aggrieved employee and his immediate superior. If no satisfactory agreement is reached within three (3) working days, then
- STEP 2. between the aggrieved employee and the next officer in the chain of command, through and including the Director; the President of the Police Superiors or his designee shall be present and participate, if requested to do so by the aggrieved employee. In addition, the aggrieved employee may also have one or two other members of the Police Superiors present at such meeting, if he so chooses, provided they are not directly involved in said hearing, then
- STEP 3. the matter may be referred to the Civil Service Commission.

ARTICLE IV - WORKWEEK

1. It is agreed that the normal workweek for unit employees performing police department duties shall be eight (8) hours per day, five (5) days a week, Monday through Sunday, for an average total of forty (40) hours per week.

2. On the declaration of an official emergency, as defined by N.J.R.S. 40:47-12.12, the provision above shall not apply.

3. Work schedules shall be at the discretion of the Director. Every effort will be made by the Director to provide shift workers with a day tour every third week, provided there is no interference with efficient operation of the Department.

ARTICLE V - EXTRA TIME

1. Whenever an employee voluntarily works in excess of his regularly assigned workweek or work schedule in non-emergency detail as provided for in Article IV, in addition to any other benefits to which he may be entitled, he shall receive extra time in money for such work at one and one-half (1 1/2) times the base hourly rate which he received for his regularly assigned duty in accordance with the City Ordinance. In the event of an Official emergency, overtime will be compulsory and non-compensable. The above section will become effective January 1, 1972.

2. (a) Whenever extra-time work paid in money is required, it shall be rotated amongst employees who choose to be on the roster. Men designated as "limited duty" for medical reasons shall not be included on this list. If an employee refuses an assignment to work extra time, he shall be considered as having worked such extra time assignment for the purpose of maintaining a proper order of rotation for future assignments.

(b) When an employee has finished his tour of duty, and is called back for a purpose such as, but not limited to court appearances required in connection with official police duties but excluding civil suits, he shall be guaranteed a minimum of three (3) hours straight time. If the time actually spent on the callback is three (3) hours or more, it is agreed that travel time shall not be paid for.

ARTICLE VI - HOLIDAYS

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

of the following holidays:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

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

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

3. When an employee works on any of the above holidays, or if the holiday falls within the employee's vacation period, he is credited with eight (8) hours of time off to be awarded at a future date to be determined by his commanding officer. Holiday time shall be credited on the first working day of each month unless otherwise decided by mutual agreement of the employee and his commanding officer.

4. Extra holidays declared to be such by the President, Governor, or Mayor shall be granted to the employees as additional compensatory time off.

5. Time off taken by an employee covered by this Agreement shall be deducted on an hour for hour basis.

ARTICLE VII - LONGEVITY

1. All full time permanent employees of the Police Department in the classified service of Civil Service, and covered by this Agreement, shall be entitled to longevity pay in accordance with the schedule contained in this

Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows -- if the employee's anniversary falls between January 1 and June 30, he shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to January 1, 1971 for the first year of this Agreement and January 1, 1972 for the second year of this Agreement and will accordingly be computed on the new base salary. If an employee receives an adjustment in his salary due to promotion during the calendar year, longevity pay will not be changed until the following January 1st; as of the following January 1st, the longevity pay will be computed on the new base salary.

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

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

ARTICLE VIII - CLOTHING ALLOWANCE

1. All employees of the Police Department covered by this Agreement shall be entitled to a clothing allowance of \$150.00 for the year 1971, payable the second pay period of April.

2. All employees of the Police Department covered by this Agreement shall be entitled to a clothing allowance of \$150.00 for the year 1972, payable the second pay period of April.

3. Employees shall be responsible for proper maintenance of all clothing purchased. Clothing shall not be used by the employee except during the performance of assigned Departmental duties. Upon inspection by his commanding officer, if any employee's clothing or equipment is judged to be in need of replacement, he shall be obligated to replace it.

4. There shall be no change in uniform or uniform specifications during the Contract period unless the City and the Police Superiors agree to such change in writing.

ARTICLE IX - LEGAL REPRESENTATION

In all civil and criminal actions brought in the Court of the State of New Jersey in which an employee or employees are named defendants, the City hereby agrees to furnish all necessary legal advice and representation in the defense of the charges and allegations brought in the legal action, and shall undertake to defend the employee or employees against said allegations and charges, so long as the employee in question was acting within the performance of his official duty. In the event of a judgment against the employee, the City agrees to pay for said judgment, as long as the employee in question was acting within the performance of his official duty. The City reserves the right to determine and designate the insurance carrier to be employed, and, where appropriate, the conduct of the defense and other matters incidental to the services and protection herein provided, including the choice of attorney as may be appropriate.

It is specifically understood between the parties to this Agreement that a judgment commonly known as punitive damages which may be recovered against an employee or employees is specifically exempt from the requirement of payment by the employer, and the employee or employees shall be responsible individually for the payment of any punitive damages which may be recovered against them.

It is understood that at the present time a committee of police officers is meeting with the Director of Police and the City Attorney for the purpose of arriving at a mutually agreeable program for the implementation of N.J.S.A. 40:11-19, and specifically as it refers to not only civil protection as enumerated herein, but as to protection and defense of criminal and quasi-criminal charges against policemen.

ARTICLE IX - LEGAL REPRESENTATION (CONT'D)

Until such time as a mutually agreeable program is concluded, the parties hereto agree to abide by and enforce the provisions of N.J.S.A. 40:11-19 in criminal and quasi criminal matters.

It is further agreed between the parties to include in this clause the detailed and mutually agreeable program as alluded hereto above when same is concluded, and the parties agree that when the representatives of the employees and the City of Elizabeth have agreed to said program, this clause shall be reopened for the purpose of incorporating in this Agreement the program in its written form.

The reopening agreement as contained herein is limited strictly and solely to this clause of the Contract.

ARTICLE X - INSURANCE

1. All employees covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.

2. All other insurance benefits presently in effect shall be maintained throughout the period of the Contract.

ARTICLE XI - VACATION

1. Effective January 1st, 1971, employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

- 0 to less than 1 year of continuous service
1 day per month of service prior
to April 1 of each year
- 1 year to less than 5 years of continuous service
15 working days
- 5 years to less than 15 years continuous service
20 working days
- 15 years of continuous service and over
25 working days

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

In computing vacation eligibility, the employee must have completed his 1st, 5th, and 15th years of continuous service as of April 1, the starting date of the vacation period.

2. Vacations shall normally begin on Monday.

3. Vacation time must be used in the vacation year in which it is earned, However, one year's accumulation may be carried into the next succeeding year. Should circumstances warrant, this provision may be waived by the Business Administrator and the Director.

4. The vacation period shall be from the first day of April through the 31st day of March of the following calendar year.

5. Vacations shall be scheduled by the Director. Vacation periods may be split if necessary for Departmental efficiency. Where the efficiency of the Department is not jeopardized, every effort shall be made to give at least two weeks vacation during the ten prime summer weeks commencing during the last week of June and ending during the first week of September, it being the intent of the parties to approximate as closely as possible in this provision the summer recess of the children in the Elizabeth School System.

6. Any employee of the Department, covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement. It is understood and agreed that the retiring employee must give sufficient notice of retirement to enable him to use up accrued time off, or such time will be forfeited. In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

The widow or estate shall also receive earned pay for any accrued time that is owed to the employee as a result of accumulated, non-compensated overtime.

ARTICLE XII - LEAVE WITHOUT PAY

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

ARTICLE XIII - FUNERAL LEAVE

A regular full time employee who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law and mother-in-law, as well as grandmother or grandfather. Special cases will be referred to the Director.

ARTICLE XIV - SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hire. An employee's

length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

- (a) discharge
- (b) resignation
- (c) failure to return promptly upon expiration of authorized leave
- (d) absence for five (5) consecutive working days without leave or notice
- (e) absence for illness or injury for more than one (1) continuous year

ARTICLE XV - BAN ON STRIKES

It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there shall not be and that the Association, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest, strikes, slow-downs, mass resignations, mass absenteeism, or other suspension of or interference with normal work performance.

The Director shall have the right to discipline, up to and including discharge, any employee in violation of this Article.

ARTICLE XVI - FLEXIBILITY OF ASSIGNMENT

1. Employees, regardless of regular assignment, may be reassigned to perform any duty related to their profession as police officers, including any duties connected with: (a) prevention and detection of crime; (b) enforcement of laws and ordinances; (c) protection of life and property; (d) arrest of violators of the law; (e) direction of traffic; (f) regulation of non-criminal behavior of the Citizenry; (g) preservation of the peace.

2. An exception of specific duties can be made where employees are on the medical "limited duty" list and cannot perform said duties.

3. Upon the execution of this Agreement, employees appointed to act in a higher title for at least eight (8) hours shall be paid for such work at the higher rate of pay, but the employee's longevity shall be based on his pay in his permanent position.

Assignments will be made by the Police Director and/or his designee.

ARTICLE XVII - RULES AND REGULATIONS

The Director may establish and enforce binding rules and regulations in connection with the operation of the Police Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Association. It is understood that application of this Agreement shall not in any way hamper enforcement of the Departmental rules and regulations.

It is understood that employees shall comply with all rules and regulations of the Department, and order or directives issued by the Director or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instructions as a grievance which shall be handled in accordance with the grievance set forth in Article III of this contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of Department rules and regulations, subject only to the right of employees to file a grievance.

ARTICLE XVIII - INJURY LEAVE

1. Whenever an employee shall be injured, ill or disabled from any cause, except in connection with outside employment, so as to be physically unfit for duty during the period of such disability, the City may grant a leave of absence with pay up to a maximum period of one (1) year commencing from the date of such injury, illness or disability.

2. Any payments from temporary disability insurance or Workmen's Compensation insurance received by the employee shall be credited toward the pay referred to above.

3. Injury illness or disability must be evidenced by a certificate of a physician designated by the department to examine the employee.

4. Whenever a civil suit is instituted in connection with his employment, the employee must notify the Director immediately upon institution of such suit.

ARTICLE XIX - SICK LEAVE

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

ARTICLE XX - DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the Director from discharging or otherwise disciplining any employee, regardless of his seniority, for just cause subject to Civil Service rules and regulations. Grounds for summary discharge shall include, but not be limited to, drunkenness on the job, dishonesty, careless use or abuse of City property, insubordination, negligence in the performance of duties, and incompetence.

In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Association, with permission of the employee, shall have the right to file a grievance, which must be in writing, within ten (10) calendar days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance procedure herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

ARTICLE XXI - MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the City. Accordingly, the City (Police Director) retains the following rights, except as specifically provided in this Agreement, including, but not limited to selection and direction of the force: to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, demote, or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

ARTICLE XXII - WAGES

The wage rates for covered employees shall be as set forth in Appendix A, attached hereto.

ARTICLE XXIII - ECONOMIC STABILIZATION PROGRAM

The payment of any wage, salary or other financial benefit as provided for herein is specifically subject to, and conditioned upon, the provisions herein being approved and in conformity with the requirement and guidelines as established by those agencies created as a result of President Richard M. Nixon's Economic Stabilization Program. It is specifically intended that no provision contained herein shall be in violation of any requirement or guideline imposed as a result of the Economic Stabilization Program of the President of the United States.

ARTICLE XXIV - APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered

ARTICLE XXIV - APPROPRIATION OF FUNDS (CONT'D)

by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefor by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XXV - EMBODIMENT OF AGREEMENT

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

ARTICLE XXVI - TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 1971, through and including the 31st day of December, 1972. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by registered mail, in which event the agreement shall terminate five (5) days following receipt of such notice.

ARTICLE XXVII - SEVERABILITY CLAUSE

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

IN WITNESS WHEREOF, the parties have caused their names to be signed
on this 26th day of May, 1972.

THE CITY OF ELIZABETH
(New Jersey)

By: *M. Quinn*
MAYOR

attest: *John Dwyer*
City Clerk

ELIZABETH POLICE SUPERIOR OFFICERS
ASSOCIATION

By: *Joseph S. ...*
Capt. Walter ...
A. Guy ...
Basil ...
Joseph ...
3rd. Capt. G. ...

CITY OF ELIZABETH

APPROVED
AS TO FORM <i>FPY</i>
PHYSICAL CONDITIONS
TERMS & CONDITIONS <i>OK</i>
DESCRIPTION

APPENDIX "A"

Salary Schedule 1971

POLICE CAPTAIN (7)	\$13,700.00
POLICE LIEUTENANT (15)	12,700.00
POLICE SERGEANT (28)	11,700.00

Salary Schedule 1972

POLICE CAPTAIN (7)	\$14,500.00
POLICE LIEUTENANT (15)	13,500.00
POLICE SERGEANT (28)	12,500.00