

AGREEMENT

between

THE CITY OF NEW BRUNSWICK

and

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 23, INC.

JANUARY 1, 2010

THROUGH

DECEMBER 31, 2013

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INDEX

<u>ARTICLE</u>	<u>PAGE NO.</u>
I Purpose	1
II Recognition	1
III Duration of Agreement	2
IV Discrimination	2
V Standards of Service	3
VI Sick Time	3
VII Bereavement	10
VIII Personal Days	11
IX Overtime	12
X Standby Time	13
XI Uniforms	13
XII Hospitalization	14
XIII Pensions	18
XIV Vacations	18
XV Longevity	19
XVI Savings Clause	20
XVII Holidays	21
XVIII Leave Without Pay	21
XIX Salary Guides	23
XX Grievance Procedure	24

ARTICLE

PAGE NO.

XXI Standards and Benefits 30

XXII General Provisions 31

XXIII Post-Termination Employment 32

XXIV Personnel Files 33

XXV Legal Representation and Legal Fees 34

XXVI Police Procedures and Equipment Committee ... 34

XXVII Secondary Employment 36

XXVIII Management Rights 36

XXIX Association Business 39

XXX Miscellaneous 40

XXXI Seniority Benefits 42

XXXII Work Schedule 42

XXXIII Tuition Reimbursement..... 44

XXXIV Lateral Transfers..... 45

XXXV Officer's Rights..... 46

AGREEMENT, made this 1st day of January, 2010 by and between, the City of New Brunswick, Middlesex County, New Jersey, hereinafter referred to as the "City"; and the Policemen's Benevolent Association Local No. 23, Inc., hereinafter referred to as the "Employee."

ARTICLE I

Purpose

It is the purpose of this agreement to promote and insure harmonious relations, cooperation and understanding between the City of New Brunswick and the Policemen's Benevolent Association Local No. 23, Inc., and to insure sincere bargaining, establish proper standards of salary, working conditions, hours and other conditions of employment; to present the rights and duties of the City and of the Employee; to provide for the resolving of legitimate grievances all in order that proper service shall be expedited and established in the best interest of the people of the City of New Brunswick and its Employees. The continuous efficiency and excellence of the Police Department shall be considered foremost at all times by both parties of this agreement.

ARTICLE II

Recognition

The City recognizes the Policemen's Benevolent Association Local No. 23, Inc. as the exclusive collective bargaining representative for New Brunswick's Police Officers, it being

agreed that this bargaining unit includes members of the Policemen's Benevolent Association Local No. 23 having the rank of Police Officer only. This article does not apply to the ranks of Sergeant, Lieutenant, and Captain.

ARTICLE III

Duration of Agreement

The City and the Employees agree that the duration of this agreement shall be for a period of four (4) years commencing January 1, 2010 and ending December 31, 2013.

ARTICLE IV

Discrimination

The City and the Employees both recognize that there shall be no discrimination by reason of sex, age, creed, race, origin as far as any application for employment or job or as a condition for employment. This City further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of, the Policemen's Benevolent Association Local No. 23, nor will the City encourage membership in any other association or union or do anything to interfere with the exclusive representatives of the City in the appropriate bargaining unit.

ARTICLE V

Standards of Service

It is the right of the City to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees; schedule work; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the efficiency of its operation; determine the methods, means and personnel by which its operations are to be conducted; determine the content of the job classifications; take all necessary actions to carry out its missions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City's decision on those matters are not within the scope of collective bargaining, but notwithstanding the above, questions concerning the practical impact that decisions on these matters have on employees, such as questions of workload or manning are within the scope of collective bargaining. However, no employee shall be disciplined or discharged without just cause.

ARTICLE VI

Sick Time

Section 1. Sick Leave.

Each member shall be granted ten hours of sick time per month for a total of 120 hours per year up to the time of

commencement of terminal leave (see Section 4 below). Sick time may be used for personal illness or to care for a sick or disabled relative. Unused sick time shall be cumulative up to the level of 1400 hours. Such accumulation shall be known as "regular accumulated sick leave." The PBA and the City will mutually establish accumulated levels of sick leave time as of December 31, 1988. Any member having an accumulation of sick leave in excess of 1400 hours as of December 31, 1988, shall be "red-circled" or "capped" at such accumulation. Thereafter, sick time accumulation shall be handled in the following manner:

a. At the end of each calendar year, each member shall make an election to accumulate the unused portion of his/her annual sick leave allotment for use as "excess accumulated sick leave", or receive payment for one-half of the unused portion with the other one-half being banked for future use as excess accumulated sick leave. Members who have not yet accumulated 1400 hours of regular accumulated sick leave time will have his/her entire unused allotment of sick time accrue as regular accumulated sick time. If, through the use of regular accumulated sick leave, a member's level has dropped below 1400 hours or capped totals as of December 31, 1988, his/her unused sick leave will accrue as regular accumulated sick leave until the level of 1400 hours or capped total as of December 31, 1988 is once again established at which time he/she shall once again

use the election process mentioned earlier. Effective January 1, 2011, members who have reached the 1400 hour cap shall no longer have the ability to sell back one-half of accumulated sick time.

b. Members shall be compensated for ordinary short-term illness or injury (not meeting the criteria as established in Article VI, Section 3 Major Illness) by charging such time against excess accumulated sick leave. If insufficient excess accumulated sick time is not available, members may use regular accumulated sick leave. If such use reduces levels below 175 days (the equivalent of 1400 hours) or the capped total as of December 31, 1988, such levels may be re-established by accruing unused sick leave time each year until previous levels (1400 hours or capped) of regular accumulated sick leave are attained.

c. At the City's option, a member may sell back accumulated, unused sick leave time at 75% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the City's discretion on or about 1 November of each calendar year.

d. Any member of the Department who reports in for duty and subsequently reports off duty due to illness within a half day from shift start will be charged against sick time only those hours actually not worked. Members who report off sick after this half day limit will not lose any sick time.

e. Whenever certification of illness is required to be made by the City appointed physician under the terms of this Article, said physician's decision shall be final.

Section 2. Service Connected Disabilities.

Service connected disabilities shall be treated in the following manner:

a. Members who are injured while in the performance of duty or who sustain an illness directly related to the performance of duty, will be qualified under the provisions of the Worker's Compensation Act of N.J., but will receive full pay and associated benefits for up to one year.

b. Such time will not be chargeable under sick time regulations.

c. Any service connected disability may be verified by police reports and/or verified by the City appointed physician or Worker's Compensation Panel physicians if required by the City.

d. Any Worker's Compensation checks received by members during this one-year period shall be endorsed over to the City by the member.

e. If the member is judged by the City physician or Worker's Compensation physician to be able to perform light duty, the member will report for light duty or incur a loss of benefits under this section.

Section 3. Major Illness.

Major illness is defined as an illness or injury which is ~~not service related and which requires hospitalization for six~~ (6) or more days, or non-elective surgery, or an ailment or contagious disease requiring a leave of thirty (30) or more days which would render a member unfit for light duty.

a. Any member who is not working due to a major illness as defined above for a period of one (1) year, will not be charged sick time.

b. Members who suffer a major illness, as defined above, shall request as soon as possible, a letter from the attending physician, indicating the type of illness or injury and recommended recuperative time. This letter shall be sent to the Chief/Director of Police.

c. Verification of the recommended recuperative time must be made by a City appointed physician, and when the recuperative time is completed, the officer shall return to duty. An officer failing to return to duty after completion of such recuperative time shall have sick time deducted for each day he/she fails to return to duty. A case may be re-evaluated by a City appointed physician every thirty (30) calendar days. If a third medical opinion is necessary, it is to be paid by the City.

d. The employee shall receive full pay during the periods of major illness as defined above.

e. Notwithstanding the above, effective upon the execution of this Agreement, the first ten (10) days of a leave of absence due to major illness, subject to a maximum charge of ten (10) days in any one (1) year period, will be charged to sick time banks.

f. The definition of major illness shall recognize a disability phase of pregnancy during which individuals will be entitled to the benefits of the Agreement's Major Illness provision. Major illness shall include a period of absence due to pregnancy or medical conditions related to pregnancy or delivery where the absence is for ten (10) or more days.

Section 4. Light Duty.

a. Light Duty is defined as any duty which may be required of an officer which will not exceed his/her physical limitations, as imposed by illness or injury.

b. An officer placed on light duty may refrain from wearing the uniform and may wear proper civilian attire until the light duty assignment has been concluded.

c. An officer who is on light duty shall work his/her regular hours (or a portion thereof if not eligible to work a full tour) if he/she is responsible for the care of a child or other family member during his off-duty hours. An officer's hours may be changed by mutual agreement of the City and officer.

Section 5. Accumulated Sick Time Reimbursement at Retirement.

Upon retirement, members shall be entitled to payment for ~~regular accumulated sick time, if termination occurs while in~~ good standing, at a daily rate equal to the salary of said member at retirement. Such payment shall be paid as follows:

a. Members will receive payment for one-half of the total amount of regular accumulated sick leave in regular payroll increments until one-half of the total regular accumulated sick leave has been paid.

b. Payment for the other one-half of the total amount of regular accumulated sick leave shall be made by lump sum on the day of termination of employment or the end of the nearest pay period thereafter.

c. The heirs, assigns or designees of a member whose employment is terminated by death, while in good standing, shall receive the payments as set forth in Section 5, paragraphs (a) and (b) of this Article or paragraph d, whichever applies.

d. The following conditions shall apply to members hired after 1 November 1990: These members shall be entitled to receive the value of accumulated unused sick leave up to a maximum of 481 hours calculated at the member's hourly rate. The hourly rate will be calculated by adding the officer's base salary plus any longevity benefit and then dividing this number by 2080, the number of hours worked annually. Reimbursement for

accumulated sick time may be taken in a lump sum payment at retirement.

Section 6. Disability Retirement.

Members who retire under a disability retirement within the meaning of the Police and Firemen's Retirement System shall receive payments in accordance with Section 5, paragraphs (a) and (b) of this Article.

Section 7. Accumulated Sick Time Reimbursement - Separation in Good Standing.

Members severing service to the New Brunswick Police Department after not less than ten years continuous police service to the City of New Brunswick shall receive payment for one-half of the total amount of regular accumulated sick leave, if termination occurs while in good standing, at a rate equal to the salary of said member upon separation. Such payment shall be made in regular payroll increments until one-half of the total regular accumulated sick leave has been paid. Payment for the other one-half of the total amount of regular accumulated sick leave shall be made by lump sum payment.

ARTICLE VII

Bereavement

Any employee suffering bereavement by reason of death in his family as defined in Chapter 5 of the General Ordinances of the City of New Brunswick, shall receive up to three (3) working

days off with pay for the purpose of attending the funeral or arranging for his personal affairs. Notwithstanding the ~~definition in Chapter 5 of the General Ordinances,~~ for the purposes of this Article, the term "immediate family" shall include parent, spouse, child, step-child, foster child, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparents, niece and nephew. In special situations where the request is reasonable, such time may be extended up to seven (7) days. In construing this Article, the City Administrator will give due consideration to the circumstances of any employee who has a death in the family out of state.

ARTICLE VIII

Personal Days

Members shall have forty-one (41) hours of personal time per year to be used for any purpose whatsoever. Personal time may be taken separately or consecutively. However, the member should, whenever possible, give the Shift Commander at least one (1) day notice for each personal day to be taken. In the first calendar year of employment, a new employee shall accrue eight (8) hours of personal time at the end of each third month of employment or major portion thereof. Personal days may not be accumulated from year to year.

The City will not have to hire more than two men to cover anyone taking a personal day. The City will grant anyone wanting a personal day on December 24th, 25th, 31st and January 1st; however, the City will not have to grant such days if the manpower would drop below the minimum required to man each shift.

ARTICLE IX

Overtime

In the event that an employee is assigned any overtime work by the City or a superior officer within the Police Department, that employee shall be entitled to receive his time and one-half for hours worked overtime. Overtime shall be defined as any hours worked by an employee over, beyond and above his regular tour of duty.

In the event that any employee must appear in any court as a result of a case that the employee is involved in arising as a result of employment with the department, the employee shall be paid at time and one-half. This Article is applicable when the employee is called or subpoenaed to Court during his time off from the regular tour of duty or when the time in Court extends beyond his regular tour of duty.

ARTICLE X

Standby Time

~~Any employee required to "standby"~~ shall be called into the police station and be paid as if that time was part of his regular tour of duty. The employee shall present himself at the police station in uniform ready for active duty. However, no employee shall be required to "standby" at home or any other place other than the police station. For the purposes of this Article, an employee shall be entitled to a minimum of two (2) hours. With regard to standby time, the employees are required to leave a telephone number where they may be reached at all times.

ARTICLE XI

Uniforms

Section 1.

If at any time the City makes any uniform change, the initial cost of requiring each officer to change his uniform shall be borne by the City and shall not be borne out of any part of the officer's uniform or cleaning allowance.

Section 2.

Any officer who has had his uniform damaged in the line of duty shall have that portion or all of his uniform completely replaced and the costs shall be borne by the City. Any item of personal property, usually carried by an average person,

belonging to an officer, which is damaged in the line of duty, shall be replaced and the costs shall be borne by the City, ~~except that the replacement of a watch or time piece shall be~~ limited to a maximum of one hundred dollars (\$100.00) and eyeglasses or contact lenses shall be limited to a maximum of one hundred fifty dollars (\$150.00) above replacement costs not covered by insurance for replacement in kind. In no event shall the cost to the City exceed actual replacement cost.

Section 3.

There shall be regular inspection of uniforms by designated superiors. If in the superior's discretion, he determines that an officer should change a uniform or part thereof, the officer shall change same. However, said discretion shall not be used in an arbitrary, capricious or discriminatory manner. Further, the City recognizes and accepts the officer's right to grieve the superior's determination.

ARTICLE XII

Health Benefits

Hospitalization

Section 1.

The City shall provide to all full time employees hospitalization and sickness insurance. In the event that the City shall cancel or be canceled by the hospitalization and sickness plan that was in effect prior to the writing of this

contract, it shall be the obligation of the City to provide the same coverage and benefits to the employees with another carrier. In addition, the City will provide a major medical benefit program or option plan for all employees and will pay the cost for each employee and his immediate family. The parties agree that employees shall contribute towards the cost of health care premiums as required by P.L. 2010, Chapter 2. Any change in the law which either increases or decreases, or otherwise changes the required premium contribution shall only be effective with the next successor agreement unless otherwise required by law.

Effective January 1, 2003, employees choosing to participate in the HMO and PPO major medical health plans will be required to make a \$10.00 co-pay for each doctor's visit. There will be no change to the co-pay for the traditional indemnity plan.

The City agrees to continue benefits to the widow and dependents of a deceased member for a minimum of one year after the death of a member. Effective January 1, 2011, benefits shall continue for a period of two (2) years following a member's death. Said benefits include hospitalization, dental, major medical, prescription and vision.

Effective January 1, 2011, current employees and future retirees shall no longer be able to submit prescription co-pay reimbursement requests through Aetna.

Section 2.

Hospitalization, sickness insurance, dental, major medical, prescription and vision programs that the employee had at the time of retirement shall continue to be provided for retired members and their dependents at no cost to said retired member. Regarding other benefits retired employees are entitled to participate at group rate.

Section 3.

The City may change health plan providers, provided that the benefits and coverage of any new plan are, in the aggregate, substantially equal to the plan currently in effect. Any unresolved disputes regarding whether the benefits and coverage of a proposed new plan are, in the aggregate, substantially equal to the plan currently in effect, may be submitted to expedited arbitration. The City will provide reasonable notice to the PBA of any proposed new plan.

Section 4. Dental.

The City will continue to provide the same dental coverage as currently in effect. The benefit will consist of not less than a 50% co-pay, "Usual, Customary & Reasonable" Coverage Plan.

Section 5. Prescription Co-pay.

Effective upon the execution of this Agreement, the ~~prescription plan co-pay shall be One (\$1.00) Dollar for generic~~ drugs and Seven (\$7.00) Dollars for brand-name drugs. However, the co-pay for brand-name drugs will be Five (\$5.00) Dollars where the physician who has ordered the prescription certifies, in writing, that the brand name drug is medically necessary.

Effective January 1, 2007, the prescription co-pay shall be as follows:

\$10.00 co-pay for generic drugs

\$20.00 co-pay for preferred brand name drugs

\$30.00 co-pay for non-preferred brand name drugs

Co-pays will be doubled for 90 day supply via mail order, i.e.

\$20.00/\$40.00/\$60.00

Cosmetic drugs shall not be covered under the prescription plan unless medically necessary. For example, Retin-A would be covered if prescribed for acne but would not be covered if prescribed to fill out hollow cheeks, thin lips or to eliminate wrinkles.

Section 6. Chiropractic Benefit.

Effective January 1, 1997, the City shall only be responsible for the payment of a limited chiropractic benefit per year of Five Hundred (\$500.00) Dollars per employee and each

dependent, provided such chiropractic treatment is medically necessary.

ARTICLE XIII

Pensions

The City will provide pension and retirement benefits and contribute as heretofore to all employees' coverage by this contract under the Police and Fireman's Retirement System pursuant to provisions of the Statute and Laws of the State of New Jersey.

ARTICLE XIV

Vacations

Section 1.

All employees shall be entitled to annual vacations as per the following schedule:

- A. Upon the completion of one year of service - forty (40) hours.
- B. Upon the completion of two years of service - eighty (80) hours.
- C. Upon the completion of three years of service - one hundred sixty (160) hours.
- D. Upon the completion of ten years of service - two hundred (200) hours.

E. Upon the completion of fifteen years of service - two hundred forty (240) hours.

F. ~~Upon the completion of twenty years of service - two~~
hundred eighty (280) hours.

Section 2.

At the City's option, a member may sell back unused, accumulated vacation leave hours at 75% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the City's discretion on or about 1 November of each calendar year.

ARTICLE XV

Longevity

In addition to base pay, the City agrees to pay, as a fringe benefit, and in addition to the regular salary, a longevity increment as per the following schedule:

A. Upon the completion of four (4) years - 2% of annual base pay.

B. Upon the completion of eight (8) years - 4% of annual base pay.

C. Upon the completion of twelve (12) years - 6% of annual base pay.

D. Upon the completion of sixteen (16) years - 8% of annual base pay.

E. Upon the completion of twenty (20) years - 10% of annual base pay.

~~For employees hired after July 13, 2000, the City agrees to~~ pay, as a fringe benefit, and in addition to the regular salary, a longevity increment as per the following schedule:

A. Upon the completion of four (4) years - one and one-half percent (1 1/2%) of annual base pay.

B. Upon the completion of eight (8) years - three percent (3%) of annual base pay.

C. Upon the completion of nine (9) years - four percent (4%) of annual base pay.

D. Upon the completion of twelve (12) years - 6% of annual base pay.

E. Upon the completion of sixteen (16) years - 8% of annual base pay.

F. Upon the completion of twenty (20) years - 10% of annual base pay.

ARTICLE XVI

Savings Clause

In the event that any provision of this Agreement shall be finally determined to be in violation of applicable New Jersey Department of Personnel Law or Regulation such terms shall not impair the validity and enforceability of the remaining provisions of this Agreement.

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to ~~eliminate, reduce, nor otherwise detract~~ from any employee benefit existing prior to its effective date.

ARTICLE XVII

Holidays

The City agrees to pay the employee, in addition to the regular salary and as additional compensation, sixteen (16) holidays. Such compensation is equal to one hundred and twenty eight (128) hours pay at the officer's individual hourly rate. Holiday pay shall be included in base salary and paid in equal amounts as part of an officer's regular payroll cycle with his regular paycheck. Employees hired during the year shall receive pro-rata pay for holiday pay.

ARTICLE XVIII

Leave Without Pay

The City Administrator upon the request of an employee and after reasonable written notice, may grant a six (6) month leave of absence without pay to the said employee. Said leave may only be granted by the City Administrator when the written request is endorsed by the Director of Police. The City Administrator may extend such leave for an additional six (6) months. If, however, the said employee overstays such leave, his employment with the City shall be deemed to have terminated.

Seniority of the employee shall continue to accumulate during such leave. All provisions of this Article are subject to the appropriate New Jersey Department of Personnel rules and regulations.

ARTICLE XIX

Salary Guides

The following salary guides shall be in effect during the term of this Agreement:

Police Officers	2010	2011	2012	2013
Training Step (0-12 mos)	\$40,067	\$41,137	\$42,235	\$43,363
Step 1	\$53,655	\$55,088	\$56,559	\$58,069
Step 2	\$61,873	\$63,525	\$65,221	\$66,962
Step 3	\$71,087	\$72,985	\$74,934	\$76,935
Step 4	\$80,302	\$82,446	\$84,647	\$86,907
Step 5	\$89,516	\$91,906	\$94,360	\$96,879

The salary guide figures are based on the following calculations and understandings:

- A. 2010 - 0% increase of the 2009 ending base salaries.
- B. 2011 - 2.67% increase of the 2010 ending base salaries.
- C. 2012 - 2.67% increase of the 2011 ending base salaries.
- D. 2013 - 2.67% increase of the 2012 ending base salaries.

E. All officers assigned as a training officer shall receive four (4) compensatory days off and the secondary officer two (2) compensatory days off.

F. A differential of 3% shall be added to the base pay of patrolmen with more than fifteen (15) years of continuous service with the New Brunswick Police Department. This differential shall not be applied when calculating salary differential between ranks nor shall it apply to any officer holding the rank of Sergeant or above.

ARTICLE XX

Grievance Procedure

Section 1. Purpose.

(a) The purpose of this procedure is to insure the prompt resolution of grievance arising under this Article and to provide an exclusive mechanism for the settlement of employee grievances.

(b) No resolution of any grievance under this Article shall add to, subtract from or modify any terms of this Agreement.

(c) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within 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

limit 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 within the time limit~~ prescribed at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing a grievance at any step in the grievance procedure.

Section 2. Definitions.

(a) A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violations (alleged or otherwise) of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinance and/or statute which actually affects working conditions.

(b) A "grievant" is defined as any bargaining unit employee or party to this Agreement who has a grievance as defined herein. The PBA may file a grievance on behalf of an injured or unavailable employee and may file a class grievance on behalf of two or more employees if the grievance involves common issues of fact and law.

(c) Minor disciplinary action (as defined by the rules and regulations of the New Jersey Department of Personnel) which is

reduced to writing shall be subject to the grievance procedure under this Article.

(d) A "written grievance" shall comply with the following criteria:

1. It shall set forth the name of the employee(s) and/or party alleged to be aggrieved.
2. It shall set forth the date of the occurrence or event giving rise to the grievance.
3. It shall set forth a concise statement of the facts giving rise to the grievance.
4. It shall state the specific provision(s) of the Agreement, rule(s), regulations(s), ordinance(s) and/or statute(s) which form the basis of the grievance.
5. It shall set forth the specific relief requested.

Section 3. Steps of Grievance Procedure.

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, with the exception of major disciplinary action or other matters which are cognizable under New Jersey Department of Personnel rules and regulations, in which case it shall be submitted for resolution, if any, in accordance with the rules and regulations of that agency. The steps of the grievance procedure shall be followed in their entirety unless any step is waived by mutual written consent.

Step 1. The grievant shall informally discuss a grievance with the employee's immediate supervisor within twenty (20) ~~calendar days after the occurrence or event giving rise to the~~ grievance or within twenty (20) calendar days after the grievant knew or should have known of the existence of the grievance. If the grievance is not amicably resolved within one (1) working day, the grievance shall be reduced to writing within seven (7) calendar days, signed by the grievant and submitted to the Lieutenant at Step 1. It is expressly understood that no grievance shall be initiated more than twenty (20) calendar days after the grievant first knew or should have known of its occurrence. The Lieutenant shall investigate the grievance and provide a written answer to the grievant within three (3) calendar days of the date of submission.

Step 2. In the event the grievance is not resolved at Step 1, the grievant shall file the written grievance with the Director/Chief of Police, copying the City Administrator with same, within three (3) calendar days from the date the Step 1 written answer was received or should have been received. The Director/Chief of Police shall submit a written answer to the grievant within three (3) calendar days of the date of receipt of the grievance.

Step 3. In the event the grievance is not resolved at Step 2, the grievant shall submit the written grievance to the

City Administrator within three (3) calendar days from the date the Step 2 written answer was received or should have been received. The City Administrator shall provide the grievant, the Director/Chief of Police and the attorney or representative for the grievant, if any, with a written answer to the grievance within fourteen (14) calendar days of its receipt.

Any employer grievance shall be initiated at Step 3 and filed with the PBA President. The PBA President shall submit a written answer to the grievance to the City Administrator within fourteen (14) calendar days from its receipt.

If the PBA President is the grievant for members of the PBA local, Step 3 will be handled by Vice - President of the PBA local.

Step 4. In the event the grievance is not resolved at Step 3, the PBA local (or the employer, where applicable) shall file a written demand for arbitration with the Public Employment Relations Commission (PERC) located in Trenton, New Jersey shall become the arbitral agency. A copy of the demand for arbitration shall be simultaneously filed with the City Administrator if the PBA is the demanding party or the President of the PBA local if the employer is the demanding party. Any demand for arbitration shall have a copy of the grievance attached.

The selection of an arbitrator and the conduct of the hearing shall be pursuant to the rules and regulations of the ~~arbitral agency then in effect.~~

The cost for the services of the arbitrator shall be shared equally by the parties. All other expenses, including, but not limited to, the presentation of witnesses and attorneys fees, shall be paid by the party incurring same.

The arbitrator so selected shall hear the dispute at a mutually agreeable date, time and place. The decision of the arbitrator shall be final and binding and shall be in writing setting forth findings of fact, reasons and conclusions on the issues submitted.

No one arbitrator shall have more than one grievance submitted to him/her, and under consideration by him/her, at any one time unless the parties otherwise agree in writing. A grievance shall be deemed under the consideration by an arbitrator until he/she has rendered a written decision which shall be done within thirty (30) days from the close of the hearing.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the parties any obligation or liability not expressly assumed by the parties under the provisions of this

Agreement; nor may the arbitrator deprive the parties of any right reserved, expressed or implied, by them for their benefit hereunder.

The party initiating arbitration who subsequently withdraws the grievance from arbitration or otherwise discontinues the arbitration proceeding shall be deemed to have done so with prejudice and may not thereafter invoke the grievance procedure as to the same matter except by written consent of the other party.

ARTICLE XXI

Standards and Benefits

Section 1.

The City hereby agrees that all benefits and conditions of employment including but not limited to holidays, clothing allowance and general working conditions presently in effect for the employees covered hereunder, be maintained and the conditions of employment shall be improved whenever specific provisions for improvement are made in this Agreement.

Section 2.

The City agrees to provide a room for exclusive use by the PBA in Police Headquarters. The responsibility for the condition of the room and its continued maintenance shall rest with the PBA.

Section 3.

The City agrees to a payroll savings deduction plan. Said ~~payroll savings deduction plan is to be worked out between the~~ PBA and the City, for the benefit of its employees, wishing to and authorizing the City in writing to withhold money from their paycheck on a bi-weekly basis, and to place said money in a Bank, Savings Institution, or Savings and Loan Association, mutually agreeable by and between the City, and its employees herein covered.

ARTICLE XXII

General Provisions

A. Both the City and the Employees acknowledge that this Agreement is a fair agreement and both parties agree that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach herein or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. Further, the waiver of any breach or conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

B. It is understood and agreed by and between the City and the Employees that if any part of this Agreement is in conflict with applicable State or Federal Laws, that such part

shall be suspended and the appropriate applicable provision shall prevail; the remainder of this Agreement shall not be affected thereby.

C. Notwithstanding Paragraph B of this Article any provision in this Agreement that provides additional protections and/or benefits to the Department of Personnel Rules and Regulations shall remain in full force and effect, it being the intention of the parties hereto to supplement the protection afforded to Civil Service employees or Civil Service Laws.

D. Notwithstanding any prior Articles, all paragraphs of this Article or provisions of this Agreement may be changed or altered provided both parties mutually agree in writing.

E. The City agrees that new rules or modifications of existing rules governing working conditions must be negotiated with the P.B.A. and may not be unilaterally established.

ARTICLE XXIII

Post-Termination Employment

Any employee whose services are terminated, and who is in good standing, and who is called to testify or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he investigated or was involved in prior to termination of his services, shall be compensated for such appearances by a day's pay at the present prevailing rate at the

same compensation as paid to the employees in the rank he held immediately prior to his termination exclusive of overtime.

ARTICLE XXIV

Personnel Files

There shall be one New Brunswick Police Department employee file, and the employees shall have the right to examine their files at a reasonable time. Employees shall have the further right to rebut any derogatory material included in their files. No reasonable request to view a file shall be refused, and no advance notice shall be required, except that an employee shall be limited to viewing his file during regular business hours. Furthermore, a log shall be maintained indicating when a file has been viewed, by whom, and whether any material has been removed.

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage, or given an adverse evaluation of his services without just cause. Any such action, asserted by a supervisor, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under N.J. Department of Personnel Rules and Regulations.

ARTICLE XXV

Legal Representation and Legal Fees

The City agrees to provide for the defense of actions or proceedings in accordance with N.J.S.A. 40A:14-145. The City further agrees that the officer or officers of the New Brunswick Police Department who are the defendant or defendants in such an action shall have the right to select the Attorney of his/their choice, except that the officer or officers agree that the City shall pay for such legal services pursuant to practice.

ARTICLE XXVI

Police Procedures & Equipment Committee

There shall be a standing committee called the "Police Procedures and Equipment Committee", consisting of the Director/Chief of Police, the City Administrator, the PBA President, the PBA State Delegate and one other authorized representative of the local, for the purpose of discussing any matter or material or ideas relevant and helpful to the harmony and efficiency of the Police Department. Such group shall act as a planning and advisory group to resolve and improve working conditions and public safety. Such group shall study equipment and uniforms used in law enforcement and the City Administrator shall make recommendations to the Mayor and Municipal Council concerning the purchase of and use of recommended equipment.

There shall be no more than (1) meeting per month of the Police Procedures and Equipment Committee, except upon mutual consent as requested by the PBA President or the City Administrator. Either party shall submit a letter itemizing the topics to be discussed at the meeting of said committee, which letter shall serve as an agenda for the scheduled meeting. The meeting shall be held within two (2) weeks of the other party's receipt of the letter. Either party may have in attendance at the meeting such other necessary advisors as related to the issues to be discussed.

The Police Procedures and Equipment Committee shall conduct investigations and hold seminars and conferences for the purpose of creating a commendation structure. This Agreement, upon execution, shall serve as written notice to all parties that the aforementioned item is listed, scheduled and agendized and a meeting of all parties shall take place in accordance with this Agreement. The Committee shall, within a reasonable amount of time, conclude their investigation into the creation of a commendation structure, which may be similar to other Police Departments. All recommendations of the Committee shall be submitted to the City Council with recommendations regarding implementation. All recommendations to the City Council shall be submitted through the City Administrator.

ARTICLE XXVII

Secondary Employment

An employee may accept and be employed in any occupation during his off-duty hours, provided such occupation is not in violation of any Federal, State or Local Law, and providing that such occupation does not cause a conflict of interest with his job as a police officer. The employee shall be required to obtain the permission of the employer before he obtains other employment. Permission to engage in off-duty occupations or work shall not be arbitrarily or unreasonably denied, nor shall harsh or restrictive terms and conditions be set. An employee is limited to a maximum of twenty-five (25) hours per week in any occupation or occupations during his off-duty hours. No officer shall engage in outside employment for more than four (4) hours on a regularly scheduled work day.

ARTICLE XXVIII

Management Rights

Section 1.

There are no provisions in this Agreement that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers and authority which the City had prior to the effective date of this Contract unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers and authority which the City had prior to the

effective date of this Contract unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers and authority. The PBA recognizes that the City's

rights, power and authority include, but are not limited to:

- (a) The right to manage its operation;
- (b) Direct, select, decrease and increase the work force including hiring, promotion, demotion, transfer, suspension, discharge or lay-off. These rights, however, shall be exercised reasonably, in accordance with this Agreement and for good cause;
- (c) The right to make all plans and decisions on matters involving its operations;
- (d) The extent to which any Department thereof shall be operated, the conditions thereto and replacements, curtailments or transfers thereof;
- (e) Removal of equipment;
- (f) Outside purchase of products or services;
- (g) The scheduling of operations;
- (h) Means and processes of operations;
- (i) Materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities;
- (j) To maintain discipline and efficiency of employees and to prescribe rules to that effect;

(k) To establish and change standards of performance;

(l) Determine qualifications of employees;

~~(m) Regulate quality and quantity of performance;~~

(n) To run a Department efficiently.

The City in the exercise of any of its management rights shall, however, be bound by the terms of the Agreement and abide by same. The City shall exercise its management rights in accordance with Law and due process. The recognition of the management rights of the City is not a waiver by the PBA or its members of any rights, benefits or privileges that the PBA or its members may have under this Agreement or any other authority.

The PBA and its members shall have the right to grieve, under this Agreement, the unreasonable and/or arbitrary exercise of any of the foregoing management rights of the City.

Section 2. Maintenance of Operations.

The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its member take part in any strike (i.e., the concerted failure to report for duty or the concerted willful absence of a police officer from his/her duties of employment) work stoppage, slowdown, walkout or other mass absenteeism against the City. The PBA

agrees that such action would constitute a material breach of this Agreement.

~~In the event of a strike, slowdown, walkout or organized~~ mass absenteeism, it is covenanted and agreed that the participation in any such activity by any agent, servant or employee of the PBA or by any bargaining unit member shall be deemed grounds for disciplinary action up to and including termination of employment.

Nothing contained herein shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the PBA, its agents, servants or employees or employees of the bargaining unit.

ARTICLE XXIX

Association Business

Section 1.

The employer agrees to grant the necessary time off without loss of pay, including reasonable travel time, to the members of the Association selected as delegates to attend any state or national convention of the New Jersey State Policemen's Benevolent Association as provided under N.J.S.A. 11A:6-10, 4A:6-1.13 and 40A:14-177 but not more than three (3) including the delegate and the two (2) alternates.

Section 2.

The employer shall grant time off without loss of pay to the legislative state delegate of the New Jersey State PBA, or his designee, to conduct association business on the state or local level and to attend monthly state, county conference, and scheduled tri-county meetings which require their attendance.

Section 3.

The PBA President, or his designee, and recording secretary, or his designee, shall also be granted similar time off without loss of pay to conduct association business as required by the Association. The Director/Chief of Police shall not deny a reasonable request for such time off.

Section 4.

A copy of all notices regarding police department business shall be sent to the PBA President prior to posting or disseminating to all employees.

ARTICLE XXX

Miscellaneous

Section 1. Workshops, Seminars, Special Training.

On those occasions when an officer attends a workshop, seminar, or special training program he shall be provided with a \$15.00 per diem meal allowance. Effective July 13, 2000, the per diem meal allowance shall be increased by \$10.00 to \$25.00. The per diem meal allowance shall not apply if said allowance is

already provided for as part of a registration fee or in some way included in the overall costs of a workshop, seminar or ~~special training program.~~

Section 2.

The Director/Chief of Police shall make every reasonable effort to provide a City owned police vehicle for out of county assignments as well as those occasions when an officer or officers are assigned to participate in a workshop, seminar, or special training program. If a City owned police vehicle is unavailable and the Director/Chief or designee has granted authorization to use one's own vehicle, the officer shall be reimbursed in a timely manner a mileage allowance equivalent to the IRS rate.

Section 3. Meal Break.

Effective July 1, 1996, the meal break for police officers shall be increased from thirty (30) minutes to forty-five (45) minutes.

Section 4. Vehicle Safety.

Effective January 1, 1996, the City shall have all police department vehicles with seventy-five thousand (75,000) or more miles inspected at a state certified inspection center.

Section 5. Schedule Committee.

The parties shall establish a schedule committee forthwith ~~to discuss scheduling issues raised by the parties and,~~ if needed, make recommendations to the City Administrator.

ARTICLE XXXI

Seniority

Officers of the New Brunswick Police Department shall be entitled to select their vacation and meal time based on their seniority with the New Brunswick Police Department.

This agreement incorporates the provisions of an addendum to an agreement between PBA Local 23 and the City of New Brunswick between January 1, 1982 and December 31, 1982.

Positions in the patrol division shall be selected and/or assigned on the basis of seniority except in those situations where special skills and/or qualifications may be required or emergent matters dictate a deviation from seniority.

ARTICLE XXXII

WORK SCHEDULE

Section 1. Work Schedule: Patrol Division

Effective October 1, 2000, the Patrol Division's work schedule will consist of four (4) days on followed by four (4) days off ("4x4"). Officers will work 10.25 hours per shift for a total of 41 hours per eight (8) day cycle.

Section 2. Work Schedule: Detective and Administrative

Division

Effective October 1, 2000, the Detective and Administrative Divisions' work schedule will consist of four (4) days on followed by three (3) days off (4x3). Officers will work 9.25 hours per shift for a total of 37 hours per seven (7) day cycle.

Section 3. Training and Bank Time

The above work schedules result in a reduction of seventy-six (76) hours worked annually. In order to compensate for the loss of hours due to the schedule change, the City may direct each officer to work an additional seventy-six (76) hours annually over and above his or her regularly scheduled tour of duty without overtime consequences. The seventy-six (76) hours is included in each officer's base salary as set forth in this Agreement. Thirty-two (32) of these hours will be allocated to training time, while the remaining forty-four (44) hours will be classified as "bank time" which will be exhausted as an officer works details outside his or her regular shift or work period.

The City agrees to provide an officer with as much advance notice as practicable under the circumstances when the City requires an officer to use his or her "bank time" to work outside his or her normal tour of duty or cover overtime assignments.

Effective January 1, 2011, "bank time" shall be eliminated.

Section 4. Benefit Time Conversion

Upon implementation of the new work schedules, employees ~~will be charged benefit time according to the number of hours,~~ or portion thereof, utilized.

Section 5. On-Call

An officer whose assignment requires that he/she be available on an on-call basis to respond to an incident or crime during off hours shall receive four (4) hours overtime pay for each on-call rotation of seven (7) calendar days. This compensation shall be in addition to overtime compensation for the actual unscheduled work performed.

ARTICLE XXXIII

TUITION REIMBURSEMENT

Officers shall be eligible for the City's tuition reimbursement program only under the following circumstances:

1. An employee seeking reimbursement for college tuition must obtain prior approval from the City Administrator before registering for any college course.
2. Approval of a course for reimbursement does not necessarily constitute the City's approval of an overall program of study. Each course will be assessed for eligibility separately and individually.

3. Tuition charges only will be eligible for reimbursement; fees for parking, computer use, student activities, etc., will no longer be eligible for reimbursement.

4. Reimbursement will be processed by the City upon receipt of final grade report and/or official transcript and evidence of employee payment to college or university.

5. Reimbursement will only be made when an employee has satisfactorily completed a course having earned a grade of "B" or better.

6. Courses of study must be related to an individual's job. Final determination of eligibility will be made by the City Administrator or his designee.

7. The City will reimburse an individual for 50% of one's actual tuition charges or 50% of an equivalent Rutgers University tuition charge, whichever produces the lesser value.

ARTICLE XXXIV

LATERAL TRANSFERS

If the employer exercises its right under a Department of Personnel Inter-Governmental Transfer procedure or other procedure authorized by law to hire an officer with prior experience (including but not limited to the Inter-Governmental Transfer Program), such transferring officer shall not receive credit for and shall be considered a new hire for seniority

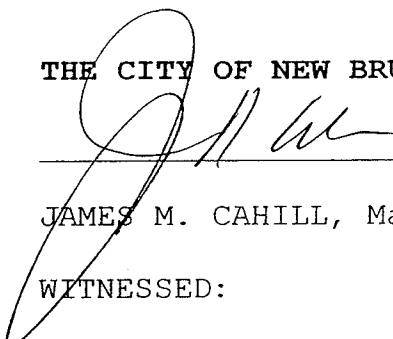
vacation selection, overtime selection, and seniority based bidding assignments.

ARTICLE XXXV

OFFICER'S RIGHTS

State of New Jersey, Office of the Attorney General Directives and Guidelines, as amended from time to time, shall guide all departmental investigations of police personnel. No change shall be made to the collective bargaining agreement provided that this agreement shall survive the execution of the successor collective bargaining agreement.


THE CITY OF NEW BRUNSWICK



JAMES M. CAHILL, Mayor

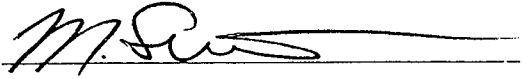
WITNESSED:

ATTEST



City Clerk

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 23, INC.



Michael Sutton, President

BY THE MUNICIPAL COUNCIL:

WHEREAS, the City of New Brunswick recently concluded negotiations with Locals 23 and 23A, Policemen's Benevolent Association, for Collective Bargaining Agreements for 2010 - 2013; and

WHEREAS, the proposed terms of that Agreement are set forth in a document, entitled "Memorandum of Agreement Between the City of New Brunswick and Association Locals No. 23 and 23A, Inc. January 1, 2010 to December 31, 2013"; and

WHEREAS, the proposed terms of Agreement have been reviewed by City Council and found to be in the best interest of the City,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brunswick that the Mayor and City Clerk be and hereby are authorized to execute Collective Bargaining Agreements for 2010 - 2013 with Locals 23 and 23A, Policemen's Benevolent Association, said agreements to be in accord with aforementioned document; and

BE IT FURTHER RESOLVED, that certified copies of this Resolution are forwarded by the City Clerk to the following:

- City Administrator
- Director of Police
- President, Local 23
- President, Local 23A

ADOPTED: September 15, 2010

COUNCIL PRESIDENT

CITY CLERK

APPROVALS:

CITY ADMINISTRATOR

CITY ATTORNEY

WJH/trm

COUNCILMEMBER	YES	NO	NO VOTE	ABSENT
JIMMIE COOK	X			
JOSEPH V. EGAN M	X			
ROBERT RECINE, V PRES S	X			
BLANQUITA B. VALENTI	X			
ELIZABETH GARLATTI, PRES.	X			

M=Moved S=Second

I, Daniel A. Terrii, City Clerk of the City of New Brunswick, N.J., do hereby certify the foregoing Resolution is a true copy of the original Resolution adopted at the regular meeting of the New Brunswick City Council at its meeting on: September 15, 2010

Daniel A. Terrii, City Clerk