

A G R E E M E N T

Between

THE CITY OF NEW BRUNSWICK, City of

AND

PBA,  
THE POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL NO. 23, INC.

January 1, 1980

X  
to

December 31, 1981

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Labor Relations

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AGREEMENT, made this            day of            , 1979, by and between, the City of New Brunswick, Middlesex County, New Jersey, hereinafter referred to as the "City", and the Policeman'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 Policeman'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 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 it's Employees. The continuous efficiency and excellance of the Police Department shall be considered foremost at all times by both parties of this agreement.

#### ARTICLE II

##### Recognition

The City recognizes the Policeman's Benevolent Association Local No. 23, Inc. as the exclusive collective bargaining representative for the New Brunswick Policemen, it being agreed that this bargaining unit includes all members of the Policeman's Benevolent Association Local No. 23. This article does not apply to the Chief of Police and Deputy Chief of Police.

#### ARTICLE III

##### Duration of Agreement

This City and the Employees agree that the duration of this

Agreement shall be for a period of two (2) years commencing January 1, 1980 and ending December 31, 1981.

#### ARTICLE IV

##### Discrimination

This City and the Employees both recognize that there shall be no discrimination by reason of sex, age, creed, race, origin as far as employment is concerned or 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 Policeman'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

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 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 decisions 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. Each member shall be granted one and one-quarter (1¼) sick days per month for a total of fifteen days per year up to the time of termination of employment. Sick time shall be cumulative and each member shall be paid for such accumulated time in the following manner:

a. Members will be paid for one half of the total amount of sick days accrued from the year 1963 to date of termination of employment, if termination occurs while in good standing, at a ratio equal to the highest salary attained at the time of termination of employment by that member terminating his employment excluding overtime.

b. Members will be paid the remaining fifty (50) percent of the accumulated sick days as terminal leave; payment to be made at a rate equal to the highest salary attained by that member terminating his employment, if termination occurs while in good standing and excluding overtime.

c. Payments made in accordance with (a) and (b) above shall be made by lump sum on the day of termination of employment or the nearest pay day thereafter.

d. Members will be granted ten (10) days credit per year prior to 1963 provided that said time can be documented utilizing system personnel records.

Section 2. The heirs, assigns or designees of a member whose employment is terminated by death and while in good standing, shall receive the payments as set forth in Section 1, paragraphs (a) to (c) of this Article.

Section 3. Members who receive a disability retirement or a deferred retirement shall receive payments in accordance with Section 1, paragraphs (a) to (c) of this Article. If an Employee takes a deferred retirement, payments hereunder shall be made on the date that said Employee would have been eligible for retirement had he remained a member of the New Brunswick Police Depart-

ment or payments shall be made on the nearest pay day thereafter.

Section 4. After all accrued sick time is taken, members will be granted an extension for illnesses which are not service connected for an additional forty-five (45) days. Time taken after such extension shall be deducted from their salary.

Section 5. Sick days taken in excess of fifteen (15) days per year and after the extension is granted pursuant to Section 4 above must be replenished before accrued time will begin again.

Section 6. Hospital confinement and major illness or injury shall be treated in the following manner:

a. Any member who is confined to a hospital for nonrelated service injuries, or major illness, for any period up to one year, will not be charged under sick time. Any time over one year will be subject to review and time may or may not be deducted.

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

c. After verification of the recommended recuperative time is made by the City Appointed Physician, if such verification is requested, and such recuperation time is completed, the officer shall return to duty. An officer failing to return to duty after completion of such time shall have sick time deducted for each day he fails to return to duty.

d. Reasonable recuperative time shall not be deducted from accrued sick time.

e. The Employee shall receive full pay during the periods as set forth herein.

Section 7. 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 police occupation, will receive up to one (1) year sick leave, not chargeable

under sick time regulations. After a period of one year, the illness will be reviewed on a monthly basis and further sick leave will be approved or denied.

b. Any service connected disability must be verified by police reports and verified by the City Appointed Physician.

c. The employee shall receive full pay during the periods as set forth herein but will endorse and turn over to Employer any compensation checks received during said time of disability.

Section 8. Any member of the Department who reports in for duty and subsequently reports off duty due to illness within four hours from shift start will be charged against sick time only those hours actually not worked. Members who report off sick after this four hour limit will not lose any sick time.

Section 9. 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.

## 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. 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 an employee who has a death in the family out of State.

## ARTICLE VIII

### Personal Days

Members shall have four (4) personal days per year to be used for any purpose whatsoever. Personal days 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 one (1) personal day at the end of each third month of employment or major portion thereof. Personal days may not be accumulated from year to year.

No more than two officers per shift will be permitted to use personal time on any given day.

Personal days may not be taken on December 24th, 25th, 31st and January 1st, except in cases of personal hardship and with the approval of the Shift Commander.

#### 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, 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 in to 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 at 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 he may be reached at all times.

## ARTICLE XI

### Uniform Cleaning Allowance

Section 1. The employer agrees to pay \$250.00 during 1980, to each member of the Police Department as an allowance for the cleaning and standard maintenance of uniforms.

### Uniform Allowance

Section 2. Each officer shall receive an annual allowance of \$150.00 for the replacement of clothing and equipment. The uniform allowance shall be paid to the employee by the City during the first pay period in each December.

Section 3. 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 4. 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 the 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 twenty-five (\$25.00) dollars and eye-glasses or contact lenses shall be limited to a maximum of sixty (\$60.00) dollars 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 5. There shall be regular inspection of uniforms by designated superiors. If in the superior's discretion he determines that a member should replace a uniform or part thereof, the member shall replace same.

Section 6. In calendar year 1981, the allowance for cleaning and maintenance shall be \$350.00 and the uniform allowance shall be \$200.00.

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 cancelled 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 for all employees and will pay the cost for each employee and his immediate family.

Increased costs for option plans (like HMO), which are selected by the employee, if authorized by the employer, shall be borne by the employee, if any.

Hospitalization for Retired Members

Section 2. Hospitalization, sickness insurance and the major medical benefit program shall also be provided for retired members and their dependents at no cost to said retired members.

Dental Benefits

Section 3. The City shall provide to all full time employees dental coverage in accordance with the dental plan provided employees of the County of Middlesex.

Section 4. This Article shall be subject to re-negotiation for calendar year 1981.

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 - one week.
- B. Upon the completion of two years of service - two weeks.
- C. Upon the completion of three years of service - four weeks.
- D. Upon the completion of twelve years of service - five weeks.
- E. Upon the completion of twenty years of service - six weeks.

Section 2. A. Any policeman may work during his vacation period. He/she shall notify the Chief of Police and Captain of Personnel.

B. Work during the vacation period shall be at straight time rates.

C. Men may work in another division if that division is short-handed and no one from that division has volunteered to work.

ARTICLE XV

Longevity

In additon 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 for the year 1980:

- A. Upon the completion of five (5) years - 2% of annual base pay.
- B. Upon the completion of ten (10) years - 4% of annual base pay.
- C. Upon the completion of fifteen (15) years - 6% of annual base pay.

D. Upon the completion of twenty (20) years - 8% of annual base pay.

During calendar year 1981, the schedule shall be:

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.

#### ARTICLE XVI

##### Savings Clause

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

#### ARTICLE XVII

##### Holidays

The City agrees to pay the employee, in addition to the regular salary and as additional compensation, thirteen (13) holidays during the calendar year 1980 and 1981. Such compensation is equal to one hundred and four (104) hours pay at the officers individual hourly rate. This payment is to be made on the first payday in December. Employees hired during the year shall receive prorated pay for holiday pay.

ARTICLE XVIII

Leave Without Pay

The City, 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 when the Mayor and Council receive a written request signed by the employee and endorsed by the Chief of Police. The Mayor and Council 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 Civil Service Laws.

ARTICLE XIX

Wages

Section 1. The members of the Policeman's Benevolent Association shall receive an across the board increase of 6.5% above 1979 salary effective January 1, 1980 and an additional 7.5% over the 1980 salary effective January 1, 1981.

Section 2. Between the rank of Patrolman to Sergeant, Lieutenant, and Captain, there shall be a pay differential of 7% from level to level in accord with prior schedules.

Section 3. Pay schedule is as follows:

	<u>1980</u>	<u>1981</u>
Patrolman		
1st yr.	13,286-	14,282-
2nd yr.	16,448-	17,681-
3rd yr.	17,777-	19,110-
4th yr.	19,132-	20,567-
Sergeant	20,279-	21,800-
Lieutenant	21,495-	23,107-
Captain	22,785-	24,494-

Section 4. In 1980, there shall be an 8% differential between ranks.

## ARTICLE XX

### Grievance Procedure

A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation, (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.

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance. The PBA may initiate or file a grievance on behalf of an injured or unavailable employee.

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the subject officer during the pendency of any disciplinary proceedings.

Grievances, disputes or controversies which may arise shall be resolved in the following manner:

Section 1. A written grievance shall meet the following specifications:

- (a) It shall be specific.
- (b) It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
- (c) It shall specify the section of the Contract or Rule or Regulation or Statute or Ordinance which has been allegedly violated, misapplied or as to which the dispute arises.
- (d) It shall state the relief requested.
- (e) It shall contain the date of the alleged dispute, controversy or issue.

(f) It shall be signed by the grievant.

Section 2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

Section 3. Step Procedures:

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he knew or should have known of its existence, the aggrieved employee shall discuss his complaint with his immediate supervisor. It shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the Lieutenant at Step One.

In no event shall a grievance be initiated more than thirty (30) calendar days after its occurrence or more than thirty (30) calendar days after the grievant first knew or should have known of its existence. The Lieutenant shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then the grievance shall then be submitted in writing, by the grievant, to the Chief of Police, with a copy to the City Administrator. The Chief of Police shall submit his written answer, to the grievant, within seven (7) calendar days. This time limit may be waived by mutual agreement.

Step Three: In the event the grievance shall not have been resolved at Step Two, or if no written response from the Chief of Police is received by the grievant, then, the grievance shall be submitted to the City Administrator, by the grievant. The City Administrator shall investigate and report his findings and recommendations, in writing, within seven (7) calendar days to



grievant, the Chief of Police and to the Attorney or representative for the grievant, if any. Any employer grievance will be filed with the PBA President at Step Three. The PBA President shall respond, in writing, within seven (7) calendar days to the City Administrator. The times indicated may be extended by mutual agreement.

Following the submission of the City Administrator's answer, (or the PBA President as indicated in Step Three for employer grievances), matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

Step Four: In the event the grievance shall not have been resolved at Step Three, then the grievance will be transmitted and submitted, by the City Administrator, to the Mayor. The Mayor shall schedule and hold a plenary hearing within fourteen (14) days of its receipt of the grievance from the City Administrator. The Mayor shall hear the matter and render its decision within fourteen (14) days of the completion of the hearing. The Mayor shall, in advance of the plenary hearing, notify all parties of the date, time and place of the hearing within ten (10) days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual agreement.

Step Five: In the event the grievance shall not have been resolved at Step Four, and in the instance of an employer grievance at Step Three, then the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or Civil Rights questions, the grievant shall have the right to seek a resolution of his grievance either at binding arbitration or in the Courts. In all respects the initiation of binding arbitration or Court process shall begin within forty-five (45) days after receipt of a written resolution from the Mayor, which resolution shall

embody the decision of the Mayor.

Section 4. Arbitration:

A. Arbitration requests shall be directed to the Public Employee Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on its request. The request shall specify the particulars of the grievance and the Contract provision(s) allegedly violated.

B. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employees Relations Commission.

C. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the subject matter or the dispute. The decision of the arbitrator will be served upon the employee or employees aggrieved, the City and the PBA in writing. It shall be the obligation of the arbitrator, to the City and to the PBA, to make his best effort to rule on the cases heard by him within twenty-one (21) calendar days after the hearing.

D. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed so as to limit the submission of proofs by the parties.

E. The power and authority of the arbitrator shall be strictly limited to a determination and the interpretation of the explicit terms of this Agreement, as herein expressly set forth. He shall not have the authority to add or subtract from or modify any of said terms or to limit or impair any right that is reserved to the City or the PBA or employee or to establish or change any wage or rate of pay that has been agreed to in this Agreement except where the arbitrator finds that a clause in the agreement is illegal or unconscionable.

F. The PBA may not withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings

except with prejudice, unless the City shall consent that such withdrawal or discontinuance is without prejudice.

G. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

H. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

I. If the Public Employee Relations Commission is abolished or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method for choosing an arbitrator.

## ARTICLE XXI

### Standard 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 wherever specific provisions for improvements 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 which is in conflict with Civil Service 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.

#### 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.

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 only in accordance with the statute, and with the City Fee Schedule established on July 1, 1971. In no event shall the hourly rate be less than \$25.00 per hour.

## ARTICLE XXVI

### Police Procedures & Equipment Committee

There shall be a standing committee called the "Police Procedures and Equipment Committee", consisting of the Chief of Police, the City Administrator, the PBA President, the PBA State Delegate and the 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 one (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 relate 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 any regularly scheduled work day.

ARTICLE XXVIII

Management Rights

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. 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 this 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals, on this            day of            , 1979.

ATTEST:

THE CITY OF NEW BRUNSIWCK

\_\_\_\_\_

JOHN A. LYNCH, JR.            Mayor

WITNESSED:

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

\_\_\_\_\_

\_\_\_\_\_ President