

AGREEMENT

BETWEEN

**CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

AND

SUPERIOR OFFICERS ASSOCIATION, LOCAL NO. 6

OF THE

PATROLMEN'S BENEVOLENT ASSOCIATION

OF THE

STATE OF NEW JERSEY

JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

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PREAMBLE

This Agreement, entered into this ____ day of _____, 2018 by and between the CITY OF ASBURY PARK, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the SUPERIOR OFFICERS ASSOCIATION, LOCAL NO. 6, hereinafter call the "Association", represents the complete and final understanding of all bargainable issues between the City and the Association.

ARTICLE I
RECOGNITION

The City recognizes the Association for the purpose of collective negotiations as the exclusive representative of all sworn superior officers of the Police Department in the following categories: Sergeant, Detective Sergeant, Lieutenant, Detective lieutenant, Captain and Detective Captain.

ARTICLE II
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

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3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the City of Asbury Park. Additionally, such powers of the City shall be limited by the Statutes of New Jersey governing public employee relations (PERC) and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict to any member or the City such rights as he/she or it may have under New Jersey Statutes or other applicable laws and regulations. The rights granted to the members hereunder shall in all cases be deemed to be in addition to those provided for elsewhere, providing that the same shall not supersede this Agreement where inconsistent therewith.

ARTICLE III

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the City.

2. All Superior Officers covered by this agreement may also utilize this grievance procedure to appeal minor discipline. Minor discipline is hereinafter defined as five (5) days of suspension or the equivalent fine, or any lesser penalty.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving the grievances between the parties covered by this Agreement, with the exception of City initiated grievances which will proceed in accordance with Section D and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

The aggrieved shall institute action under the provisions hereof within thirteen (13) calendar days after the event giving rise to the grievance has occurred or within thirteen (13) days after the discovery of the incident by the individual, Association or City, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the said thirteen (13) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned thirteen (13) calendar days limitation may be extended upon presentation to the Chief of Police or the City Manager of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Chief of Police or the City Manager shall render a decision within thirteen (13) days after the receipt of the grievance.

STEP TWO

If the grievance is not settled at the first step, the grievant may make written request for a Second Step meeting within thirteen (13) calendar days after the answer at the First Step, except that in

disciplinary action grievances, the written request for a Second Step meeting shall be made within five (5) calendar days after the answer is received at the First Step. The Chief of Police or the City Manager shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. Said Second Step meeting shall be between the City Manager and Chief of Police with the Association representative and the Association attorney, if requested by the grievant. The City Manager's answer to the Second Step shall be delivered to the Association within thirteen (13) calendar days after the meeting.

STEP THREE

In the event the grievance is not resolved to the satisfaction of any of the parties herein referred to, it shall be taken to binding arbitration in the following manner:

Within thirteen (13) calendar days after the letter is sent under Step Two, the individual grievant, the Association or the City may request the New Jersey State Board of Mediation to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his/her decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the City and the Association equally. The Arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his/her decision within thirty (30) days of the close of the hearing.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Work Schedule

- A. 1. The schedule will consist of working four (4) consecutive ten (10) hour days and then having the next three (3) consecutive days off.
2. All members of the rank and file will be subject to the schedule change.
3. There will be three (3) shifts for patrol as defined by the Chief of Police, the highest ranking officer or his/her designee. The shift schedules will be set on a yearly basis from January 1 through December 31 and determined based on the needs of the department.

4. Shift selection for the above listed shifts will be based on seniority (most senior to least senior). Each officer shall submit to the Chief of Police or his designee the Officer's first, second and third choices of shift assignment. This submission shall be no earlier than September 1st and no later than September 30th. The Chief of Police or his designee shall use reasonable efforts to assign Officers to their first shift choice. However, the Chief of Police or his designee shall reserve the right to assign Officers to another shift, if the Chief of Police or his designee, in their sole discretion deems such an assignment necessary for the efficient operation of the Police Department or in the event that an Officer's prior choices are fully staffed by more senior officers. These changes must be made no later than October 10.

5. Once shift assignments have been made, Officers shall then select his/her days off for their assigned shift. This will be based on shift seniority. Days off selection shall be submitted no later than October 15.

6. If a vacancy occurs after shift picks have been made, the Chief of Police or his/her designee shall have the sole discretion to assign a member of the SOA to fill the vacancy based on the needs of the Police Department.

7. Vacation, sick and personal days will remain unchanged and still kept in day format.

B. 1. Overtime is herewith defined as that work performed by an employee which exceeds one-quarter (1/4) hour of the employee's tour of duty, or when said employee is recalled to duty on his/her day off or other than his/her tour of duty.

2. All Court appearances excepting any matter wherein a civilian is complaining of or has instituted suit against another civilian or civilians, in a matter pertaining to civil litigation, shall be construed to be work and the applicable provisions of this Article as to overtime pay and minimum recall time of two (2) hours shall apply to such Court appearances. In the event an employee is required to remain in Court longer than two (2) hours, he/she shall be compensated at the overtime rate for a minimum of four (4) hours, and if he/she is required to remain in Court longer than four (4) hours, he/she shall be compensated at the overtime rate for a minimum of six (6) hours. Records for Court attendance shall be prescribed, supplied and maintained by the City.

3. Compensation for overtime shall be paid to employees at the end of the usual pay period next succeeding that in which such overtime was worked when and wherever possible.

4. The Chief of Police, or his/her designee, may grant the request of any two (2) employees for permission to exchange tours or days off when, in his/her discretion, he/she believes the same will not interfere with the normal operation of the Police Department.

5. Officers may transfer compensatory and/or sick time to another Officer in an emergency provided the receiving officer has exhausted all sick and other leave. The transfer of compensatory and/or sick time from one Officer to another will be subject to the approval of the Public Safety Director.

6. The City agrees to comply with all provisions of the Fair Labor Standards Act.

C. Any employee recalled to duty on his or her day off or recalled, other than a continuance of his regular tour of duty, shall be guaranteed a minimum of two (2) hours at the overtime rate as herein provided.

ARTICLE V

POLICE TRAINING

A. The City agrees to establish a professional training program for all police officers. Training sessions will be scheduled at reasonable times.

B. The City retains its managerial right to assign police officers to various training and specialty schools and related programs. It is, however, agreed that all officers shall participate in ten (10) hours of firearm training per annum and that all officers will have the opportunity to participate in training activities.

C. It is also recognized that officers with advanced training may participate in activities relating to special teams formed within the Department.

D. All Superior officers shall continue to be responsible for completing required training time. If the Superior Officer is required to do any mandatory training time outside of regular work hours, the officer shall receive compensatory time, but only after an initial ten (10) hours of training time has been completed per year. There shall be no compensation for the first ten (10) hours of training time per year

as such compensation has previously been included in base pay. Consistent with the FLSA, compensation time for training time outside of an officer's regular hours of work shall be at time and one half and may only be taken when there is a full complement

ARTICLE VI

VACATIONS

A. Employees shall be entitled to annual paid vacation leave, credited at the beginning of each calendar year in anticipation of continued employment, based on their years of continuous service. Continuous service shall mean employment without interruption due to resignation, retirement or removal. Vacations shall be earned for time worked and shall not accrue during leaves of absences, paid or unpaid, suspensions, or injury leave in excess of two (2) consecutive months. Vacation shall not accrue after an employee has resigned or retired even if his/her name is retained on the payroll until exhaustion of vacation or sick leave. Vacations shall be earned in the following manner, commencing on the last day of the first year stated in each category through the last day of the last year stated in each category:

One through four years	Thirteen (13) days
Five through nine years	Seventeen (17) days
Ten through fourteen years	Twenty (20) days
Fifteen through nineteen years	Twenty-three (23) days
Twenty years and thereafter	Twenty-seven (27) days

Employees hired and subsequently promoted into the bargaining unit on or after January 1, 2014 shall earn vacation in the following manner:

One through five years	Twelve (12) days
Five through nine years	Fourteen (14) days
Ten years and thereafter	Twenty (20) days

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the City, unless the City determines that it cannot be taken because of pressure of work. A Superior Officer, subject to the approval of the Chief of Police, may take vacation in segments, a minimum of one (1) week, but no more than three (3) such segments per year. Any unused vacation may,

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with the approval of the Chief of Police, or his/her designee, be carried forward into the next succeeding year only. Any unused vacation resulting from the pressure of work as determined by the City may be carried forward into the next succeeding year only, and will be scheduled by the Chief of Police, or his/her designee, to be taken in the next succeeding year.

C. Anything hereinbefore to the contrary notwithstanding, the Chief of Police, or his/her designee, shall determine and approve the dates and times of vacation to be taken by the employees. The Chief of Police, or his/her designee, shall determine and approve the dates and times of vacation to be taken by the employees. The Chief of Police, or his/her designee, shall, whenever possible or feasible, base the schedule of vacations to be taken by the said employees on a seniority basis.

D. Any employee wishing to exchange portions of his/her vacation with other employees on the same tour of duty will be permitted to do so at the discretion of the Chief of Police, or his/her designee.

ARTICLE VII

PERSONAL LEAVE

A. Each employee shall be granted four (4) working days off per year, with pay, for the purpose of conducting matters of personal, business or emergency nature, and such time shall not be deducted from any other time. Except in the case of an emergency, twenty-four (24) hour notice must be given.

B. Terminating or retiring employees shall be granted personal leave on a pro rated basis of one (1) day for Three (3) months of service.

C. Personal leave shall not be carried into the next year, unless personal days during the year earned are denied by management when a request is made to take such personal leave.

ARTICLE VIII

INJURY LEAVE

A. Whenever a permanent sworn Superior Officer is incapacitated from duty because of a physical injury sustained in the performance of his/her duty, he/she may receive his/her salary for a period not to exceed one (1) calendar year (12 consecutive months) from the date of the onset of the injury. Said salary payments shall include, and not in addition to, any entitlement of the employee to a portion of his/her salary as benefits for temporary disability due under the Worker's Compensation Law.

An employee's medical condition shall be reviewed at least every four (4) months to determine if he/she is eligible to be continued on injury leave or more often if requested by the City or the appropriate insurance carrier.

B. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury which arose during and out of the course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance administrators based upon the reports of authorized physicians. (See Subsection F).

C. In order to receive payment under this Article, an injured employee must, as soon as practicable after a physical injury has occurred, file a written report concerning such injury with his/her immediate supervisor, and failure to do so shall render the employee ineligible for benefits/salary under this Article. Except in emergency situations, said report must be filed before the end of the employee's shift during which said injury occurred.

D. Entitlement to injury leave must be based upon the certification of an authorized physician (See Subsection F) as to the employee's disability. The time within the one (1) year period wherein the employee receives injury leave and is not permitted, or is unable, by reason of certification by authorized physician as designated by the City's insurance administrator, to perform his/her full duties as shall be directed by the Chief of Police, or his designee, resulting from said physical injury, shall not be charged against sick leave of the said employee.

B. Injury leave under this provision may be granted for up to one (1) calendar year from the initial date of injury; provided, however, that an employee's entitlement to injury leave will cease and terminate as of the approved effective date of the employee's retirement due to disability as determined by the Division of Pensions, if the retirement determination precedes the expiration of the one (1) year injury leave entitlement.

F. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. An employee who disagrees with the medical evaluation submitted by the authorized physician may submit a written request for a second opinion and supplemental medical evaluation. If the second opinion disagrees with the employee's personal doctor and the City's doctor as to whether the employee is entitled to injury leave, the dispute shall be submitted to a third doctor who shall be selected as outlined in Section G.

G. Any employee required by the City, or the City's insurance carrier/administrator, to be examined or treated by a physician other than one of his/her choosing, shall be compensated with compensatory time off for the time spent in the physician's office for such examination or treatment at the straight time rate of pay, provided he/she is not on injury leave with pay. In addition to said compensation, the employee shall also receive reimbursement for parking and tolls. In the event an employee is required to be examined by the City's authorized physician in order to determine whether the employee is capable of returning to work, the City's authorized physician must certify in writing to the City, with a copy to the employee's doctor, if requested, that the employee is capable of returning to work. If the employee's personal doctor and the City's doctor disagree as to whether the employee is capable of returning to work, the dispute will be submitted to a third doctor selected as follows:

The Association and the City shall each compile a list of three (3) doctors from which the Association and the City shall mutually select a single physician within three (3) days from the time that a dispute arises between the employee's and the City's doctor. The determination of the third doctor regarding the employee's ability to return to work shall be in writing and be final and binding. Until the

final decision is received from the third impartial doctor, the employee will not be ordered to return to work.

ARTICLE IX

SICK LEAVE AND COMPENSATORY TIME

A. All permanent employees, or full time probationary employees, of the Police Department shall be entitled to sick leave with pay. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness or accident. Employee's sick leave shall not be used to allow the employee to serve as a nurse or housekeeper during extended periods of illness for any immediate member of his/her family. In the event of illness in the immediate family, a maximum of three (3) days will be considered to be permitted to be used from the said employee's sick leave while other arrangements are made for family coverage.

B. The City will follow the applicable provisions of the Family Leave Act.

C. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment. After the first year of employment, employees shall be credited with sixteen (16) days sick leave at the beginning of the calendar year, in anticipation of continued employment. Effective January 1, 2014, the yearly credited sick leave shall be reduced from sixteen (16) days to fifteen (15) days.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purposes.

3. Upon retirement, each permanent full time employee shall receive one-half (1/2) his/her accumulated sick leave time, limited to a maximum of one hundred thirty-five (135) days of full pay rate existing on the date of said employee's retirement.

3. A. Effective January 1, 2014, employees promoted into the bargaining unit shall have their sick leave payout capped at the rate set forth in the current collective bargaining agreement between the City and the PBA.

3. B. New employees hired on or after January 1, 2014, shall have their sick leave payout capped at the rate of Fifteen Thousand Dollars (\$15,000.00).

3. C. New employees hired on or after January 1, 2018 shall have their sick leave payout capped at the rate of Seven Thousand Five Hundred Dollars (\$7,500.00).

4. In the event an employee dies prior to retirement, his/her estate shall receive one-half (1/2) of his/her accumulated sick leave time, subject to and conditioned upon, however, that said employee's estate shall receive not more than six (6) months' full pay at the rate of pay existing on the date of said employee's death.

5. SOA members shall be afforded the opportunity to be paid out for accrued compensatory time up to 40 hours every December. To be considered for pay out, SOA members must maintain a minimum of 40 hours in their bank. This term is only valid dependant on appropriate budget allocations and appropriate funding.

D. REPORTING OF ABSENCE ON SICK LEAVE


1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

E. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness, and physician's certification that said employee is able to return to full duty.

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(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature, requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

(b) The City may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his /her normal duties and, in addition thereto, that his/her return will not jeopardize the health of the other employees.

F. Any employee using no sick leave in any calendar year shall be entitled to an additional four (4) vacation days. The employee may elect to receive pay for up to four (4) vacation days in lieu of adding them to the employees accrued vacation time.

Only Superior Officers with less than 20 years service shall be eligible for earning additional vacation time as related to using no sick days in a calendar year.

G. Compensatory time shall not exceed a maximum of 480 hours. Compensatory time may only be used if a request is made prior to the officer's shift and provided the officer's shift has a full complement.

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ARTICLE X

HOSPITALIZATION AND INSURANCE

A. The City shall provide hospitalization and medical insurance for all full time employees, their spouses and dependent children. As to dependent children, the same shall be those children that are determined to be dependent as interpreted by the insurance carrier. Insurance coverage shall be provided through the State Health Benefits Plan with the employee having the right to choose any of the offered plans. All benefits shall be administered in accordance with Chapter 78 and if at any time health insurance premiums become negotiable, the starting point for said negotiations shall be at the current rate pursuant to Chapter 78 and continue until the expiration of this agreement. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid for by the City. The City, however, shall have the option of providing similar insurance by another insurance carrier. The City may, upon at least sixty (60) days notice to the Union, provide health insurance coverage by any other carrier so long as the benefit and coverage levels are the same or better than the benefits and coverage levels currently provided, whenever the City determines that it is feasible to do so

B. Pursuant to N.J.S.A. 40A:10-21 through -25, the employer agrees to provide and pay for the entire cost of medical and health benefits and premiums as enumerated in this Article for all employees who have retired. In the event that N.J.S.A. 40A:10-21 through -25 is amended or repealed in any form, the employer agrees to maintain medical and health benefits equal to those provided to retirees at the time such amendments or changes to the legislation becomes effective.

C. In the event an employee dies and the spouse remarries, there shall be no benefits inuring to or to be provided to said spouse in the event she shall remarry. In the event that the spouse of a deceased employee is covered by any of the enumerated medical, hospitalization, and/or major medical benefits herein to be reason of employment or other source wherein the same or similar benefits are provided to said spouse, said spouse shall not receive the benefits referred to herein.

D. The Association agrees to cost containment provision concerning health insurance coverage. All other City unions must agree to the same provisions in order for this to be binding (see attached).

ARTICLE XI

BEREAVEMENT LEAVE

A. Members of the Association shall be granted three (3) working days off for death in the immediate family, which shall consist of father, mother, spouse, children, step-children, brother and sister, father-in-law, mother-in-law, grandparents, spouse's grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchildren.

B. Members of the Association shall be granted five (5) working days off for a death in the immediate family, as aforesaid, if said member must travel a minimum of four hundred (400) miles from the City of Asbury Park to attend the funeral of the deceased.


C. Members of the Association shall be granted one (1) working day off for the death of an aunt or uncle.

ARTICLE XII

CLOTHING PAY

A. All employees shall receive a clothing/uniform allowance of One Thousand Five Hundred (\$1,500.00) Dollars annually. This uniform allowance shall be paid on April 15th of each year.

B. Any uniform, clothing or watches of the employee actually damaged or destroyed in the course of the employee's duties shall be repaired or replaced at the City's expense to a maximum of One Hundred (\$100.00) Dollars per claim as to watches and One Hundred Twenty-Five (\$125.00) Dollars per claim as to eyeglasses, subject to and conditioned upon the approval of the Chief of Police, or in his/her absence, the Chief of Police's designee.

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ARTICLE XIII

SALARIES

A. There shall be a minimum pay differential of Fifteen Thousand Dollars (\$15,000.00) between the rank of Sergeant and the base salary of Patrol Officer at the top step of the salary guide assigned to the Detective Division. A minimum pay differential of Fifteen Thousand Dollars (\$15,000.00) shall be maintained between the ranks of Sergeant and Lieutenant as well as, between Lieutenant and Captain. At no time will the salary pay differential between said ranks fall below the aforementioned levels. See Appendix A annexed.

B. Patrol Officers promoted into the bargaining unit to the rank of Sergeant after January 1, 2018 shall receive Fifteen Thousand Dollars (\$15,000.00) pay differential added to whatever step they are currently at in the rank and file step guide when the promotion is made. They will continue through the steps until they reach top pay for that rank. A Sergeant promoted to Lieutenant and a Lieutenant promoted to Captain shall maintain the minimum pay differential between the ranks utilizing the same step guide. See Appendix A annexed.

C. In addition to the foregoing salary guides, all employees who work the Evening and AM Watch shall be compensated with an additional Eight Dollars (\$8.00) per working day.

ARTICLE XIV

LONGEVITY PAY

A. Longevity pay shall be granted to employees covered by this Agreement as is set forth on Appendix B annexed.

B. Superior Officers who have anniversary dates which falls between January 1 and June 30 shall be paid as of July 1. Superior Officers who have anniversary dates which fall between July 1 and December 31 shall be paid as of January 1. This longevity pay shall be paid regularly as a part of the salary of the Superior Officers.

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C. Longevity pay shall be included in overtime pay.

D. Longevity pay is unavailable for employees hired as patrol officers on or after January 1, 2014.

ARTICLE XV

MAINTENANCE OF STANDARDS

A. All conditions of employment relating to wages, hours of work and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved whenever specific conditions for improvement are made in this Agreement.

B. In the event of a conflict between the terms of this Agreement and the Rules and Regulations of the Police Department, then, and in that event, the terms of this Agreement shall govern for the duration of this Agreement.

ARTICLE XVI

MAINTENANCE OF OPERATIONS

The Association and its members agree that they will not cause, instigate, promote, encourage, sanction, coerce, intimidate, counsel, participate in or authorize any person or persons to engage in any illegal strike. Further, the Association and its members agree that in the event of any future illegal strikes, they will encourage, instruct and direct all of their members to end such activity and return to work.

ARTICLE XVII

REPRESENTATIVES AND MEMBERS

A. Duly appointed representatives of the Superior Officers Association shall be permitted to visit the duty posts and all other facilities used or otherwise available to the Police Department in order to inspect, ascertain and assure that the provisions of this Agreement are being properly observed. This right shall be exercised only if the Superior Officers Association representative or representatives obtain permission from his/her or their superior officer before visiting a grievant.



B. The Superior Officers Association representative(s) shall be permitted to visit City Hall for the purpose of meeting with the City Manager after an appointment for such meeting has been cleared and approved by Chief of Police or his/her designee.

C. The Superior Officers Association shall submit to the City the names of its authorized representatives and the same shall not exceed three (3) for the forenamed purposes.

D. When the Superior Officers Association President or State Delegate meet by agreement as aforesaid with a City representative during the usual and normal work day within which time the City representatives are available, such meeting shall be without loss of pay or time.

E. The Superior Officers Association representative(s) shall report to the Shift Commander in charge immediately upon entering Police Headquarters. The Superior Officers Association representative(s) shall in no way interfere with or impede the performance of work or their activity at the visitation site.


ARTICLE XVIII

ASSOCIATION ACTIVITY

A. The City shall permit members of the Association's Grievance Committee (not to exceed three (3), two (2) of whom shall be the President and State Delegate) to conduct the business of the said Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off duty policemen to bring the Department to its proper effectiveness.

B. The City shall permit members of the Association's Negotiating Committee to attend collective bargaining meetings during the normal and usual City business day or, if approved by the City Manager, at any other time. During negotiations, the Association representative so authorized by the Association, not to exceed three (3), shall be excused from their normal duties for such periods of negotiation as are reasonable and necessary and occur during the regular tour of duty.

C. The City agrees to grant to the member of the Association selected as the State Delegate up to

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fourteen (14) man days off without loss of pay or time to attend any State meeting or State Convention of the New Jersey State Policeman's Benevolent Association.

D. The City agrees that a maximum number of four (4)* Association members, to be designated by the Association, including the State Delegate, shall be granted leave to attend State or National conventions pursuant to RS 11:26C-4, provided, however, that the Association notifies the City in writing of its intentions to do so, no later than one (1) week prior to the time leave is to be taken, except in cases of emergency, and in such case, the Chief of Police or his/her designee shall approve such leave. Anything in this Agreement contained to the contrary notwithstanding, it is understood and agreed by and between the parties hereto that the time allowed for State or National conventions shall not exceed five (5) days, including travel time.

E. The City agrees that the President or the State Delegate of the Association, with the permission of the Chief of Police, which shall not be unreasonably withheld, may at any time go off post on official Association business.

F. All Association activities shall comply with existing Federal and State laws, rules and regulations.

* Note: The maximum number of Association members that shall represent both PBA Local #6 and the Superior Officers Association is four (4).

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ARTICLE XIX
LEAVE OF ABSENCE

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one year, after which time the employee will be reinstated, subject to New Jersey Civil Service Regulations or other statutes, rules and regulations of the State of New Jersey or any other Federal law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey State Civil Service Commission Regulations.

ARTICLE XX
EQUIPMENT

A. All police vehicles used by uniformed patrol shall be equipped with a dominator, emergency lights, mounted radio and air conditioning. All police vehicles used by detectives shall be equipped with air conditioning, mounted radio, portable emergency lights and siren. All vehicles aforesaid shall comply with all State of New Jersey motor vehicle inspection regulations.

B. One (1) walkie-talkie shall be allocated to each patrol car and one walkie-talkie shall be provided for each walking post, and mace spray, as needed.

C. Each employee shall be given twenty-five (25) rounds of 40 caliber Smith and Wesson ammunition on January 1 and July 1.

D. The City is to purchase a 14K gold filled badge and identification case (leather), with the employee's name imprinted thereon. The City is to purchase the retirement badge for any employee who completes his service or employment in the Police Department as an expression of appreciation and gratitude for the years of faithful service rendered to the community. Service or employment shall consist of twenty-five (25) years or more, or less, if the employee retires because of medical reasons.

ARTICLE XXI

ACTIONS AGAINST OFFICERS

A. Whenever any action is brought against an employee covered by this Agreement for any act or omission arising out of the performance of his duties, the City shall defray all costs of defending such action in accordance with the provisions recited in the Statute of the State of New Jersey pertaining to such action. The employee shall be represented by an attorney of his/her own choosing in criminal complaints filed against him/her for actions arising out of the scope of his/her employment only if the City's insurance carrier will not provide coverage. The City shall save and hold harmless and pay any judgment entered against an employee for any claim arising out of the scope of his/her employment to the maximum extent permitted by law.

B. It is understood and agreed that the fees of the attorney chosen by the employee to represent him/her must be reasonable, preferably the same as the hourly rate of the City Attorney and in line with accepted fees of attorneys for performing similar services in the State of New Jersey. These fees shall be approved by the City Manager but no unreasonable fee shall be denied.

ARTICLE XXII

DEDUCTIONS FROM SALARY

The City shall deduct from the salaries of employees subject to this contract annual dues in the sum of Seven Hundred Twenty (\$720.00) Dollars for the Association at the rate of Thirty (\$30.00) dollars per pay period. In the event that an employee shall not be paid during any one or more pay periods, for any reason whatsoever, the City shall not be responsible for payment of the dues to the Association on his/her behalf. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967. N.J.S.A. 52:14-15.9e, as amended. Said monies shall be transmitted to the Association by the 15th of each month following the monthly pay period in which deductions were made.

ARTICLE XXIII

PERSONNEL FILES

- A. Any employee covered by this Agreement shall have the right to inspect and obtain copies of documents from his/her personal personnel file upon ten (10) working days written notice to the custodian thereof. The employee may inspect his/her file during regular business hours and only on the employee's own time. The file must be inspected in the office where it is maintained.
- B. An employee may place response to anything in his/her personnel file no later than ten (10) days after the employee has notice of a document being placed in his/her file.
- C. The contents of the employee's personnel file shall only be released to someone other than a City agent by Court Order or Subpoena.
- D. No material or writings related to an employee's conduct, service, character or personality shall be placed in said employee's personnel file unless it is signed by the person submitting the information and the employee with a Union Official present and a copy provided to the employee before it is incorporated into his/her personnel file. Any employee of this Union shall have the right, at reasonable times, to examine his/her file, if so desired.

ARTICLE XXIV


WORKING OUT OF JOB CLASSIFICATION

Any employee assigned the responsibility to carry out the duties of a position or rank above that which he/she normally holds and is classified for, shall be paid at the rate of that superior position or rank while performing the duties of same.

ARTICLE XXV

PROMOTIONS

The City will endeavor to maintain a valid promotional list for all ranks at all times. Equal standards and qualifications shall apply for promotion.

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ARTICLE XXVI

POLICEMEN'S BILL OF RIGHTS

A. Members of the Police Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the City.

B. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Department. These questions may require investigations by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The interrogation of a member of the Police Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Police Department is on duty;

2. The member of the department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous then the officer shall be so advised.

3. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Police Department is being interrogated as a witness only, he/she should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

5. The interrogation of the member shall not be recorded unless the member agrees and is advised of charges.

6. The member of the Police Department shall not be subject to any offensive language, nor

shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts.

7. If a member of the Police Department is under arrest or likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decision of the United States Supreme Court.

8. If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, he/she shall be afforded an opportunity to consult with counsel and/or SOA representative before any further interrogation. In addition, he/she shall be afforded the opportunity to have counsel and/or a SOA representative present during an interrogation.

C. An employee may see his/her personnel file upon request. If an employee wishes to answer or supplement any material found in his/her personnel file, he/she may do so and his/her written statement shall become part of the personnel file.

D. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Asbury Park Police Department.

ARTICLE XXVII

AGENCY SHOP

PBA Local 6 of Asbury Park shall be entitled to a representation fee in lieu of dues by payroll deduction from the salaries of the Police Officers in the Police Department in the City of Asbury Park who are not members of the PBA Local 6. This paragraph shall be subject to and interpreted and supplemented by N.J.S.A. 34:13A-5.5, 5.6, 5.7 and 5.8.

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ARTICLE XXVIII

CITY BUDGETS AND CONTRACTS

The Association is to be supplied with copies of the following documents on or before June 1st of each year.

1. Contracts of all other bargaining units in the City.
2. The City budget and all work sheets as filed with the Division of Local Government Services.

ARTICLE XXIX

SEPARABILITY AND SAVINGS

The City and the Association agree to abide fully by the provisions of any present applicable or future Executive Orders or legislation whereby any of the salary increases recited herein cannot legally be made effective, and such increases shall be omitted or proportionately adjusted according to law.

In the event any provision of this Agreement is so deemed to be invalid, the parties agree to meet immediately to renegotiate a provision to replace the invalid provision.

ARTICLE XXX

EDUCATION INCENTIVE

A. Any bargaining unit member who has successfully attained the below listed degree shall receive an education stipend during each calendar year the officer hold the degree while an active employee of the City as follows:

Associates Degree	\$1,000.00
BA/BS Degree	\$2,000.00

B. The education stipend will be paid on December 1, of each calendar year.

ARTICLE XXXI

TERM AND RENEWAL

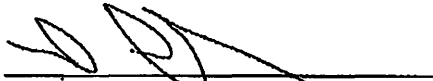
This Agreement shall be in full force and effect as of January 1, 2018 and shall remain in effect to and including December 31, 2020, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this 15th day of June, 2018.

Attest:

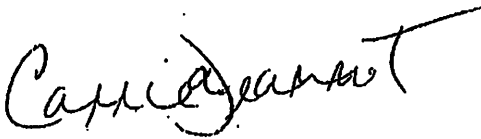


CITY OF ASBURY PARK


Michael Capabianco, City Manager

Attest:


**SUPERIOR OFFICERS ASSOCIATION,
LOCAL NO. 6**


Daniel Kowalsuk, SOA President

CARRIE A. MANN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires

September 8, 2020

**SUPERIOR OFFICERS ASSOCIATION,
LOCAL NO. 6**


Guy Thompson, SOA Representative

**APPENDIX A
SALARIES**

STEPS	PROMOTED TO	7/1/2018		7/1/2019		7/1/2020	
		OFFICER BASE	SGT. PAY	OFFICER BASE	SGT. PAY	OFFICER BASE	SGT. PAY
Year 4	SERGEANT	\$58,058	\$73,058	\$61,768	\$76,768	\$63,399	\$78,399
Year 5	SERGEANT	\$65,267	\$80,267	\$69,169	\$84,169	\$70,898	\$85,998
Year 6	SERGEANT	\$72,477	\$87,477	\$76,561	\$91,561	\$78,598	\$93,598
Year 7	SERGEANT	\$79,788	\$94,788	\$83,964	\$98,964	\$86,197	\$101,197
Year 8	SERGEANT	\$86,899	\$101,899	\$91,367	\$106,367	\$93,797	\$108,797
Year 9	SERGEANT	\$94,110	\$109,110	\$98,769	\$113,769	\$101,397	\$116,397
Year 10	SERGEANT	\$109,821 ^{101,321}	\$118,821	\$108,672 ^{106,172}	\$123,672	\$111,498 ^{105,997}	\$126,498
DETECTIVE	SERGEANT	\$103,821	\$118,821	\$108,672	\$123,672	\$111,498	\$126,498

		SGT.	LT.	SGT.	LT.	SGT.	LT.
		BASE	PAY	BASE	PAY	BASE	PAY
Year 5	LIEUTENANT	\$80,267	\$95,267	\$84,169	\$99,169	\$86,998	\$100,998
Year 6	LIEUTENANT	\$87,477	\$102,477	\$91,561	\$106,561	\$93,598	\$108,598
Year 7	LIEUTENANT	\$94,788	\$109,788	\$98,964	\$113,964	\$101,197	\$116,197
Year 8	LIEUTENANT	\$101,899	\$116,899	\$106,367	\$121,367	\$108,797	\$123,797
Year 9	LIEUTENANT	\$109,110	\$124,110	\$113,769	\$128,769	\$116,397	\$131,397
Year 10	LIEUTENANT	\$118,821	\$133,821	\$123,672	\$138,672	\$126,498	\$141,498
DETECTIVE	LIEUTENANT	\$118,821	\$133,821	\$123,672	\$138,672	\$126,498	\$141,498

		LT.	CAPT.	LT.	CAPT.	LT.	CAPT.
		BASE	PAY	BASE	PAY	BASE	PAY
Year 6	CAPTAIN	\$102,477	\$117,477	\$106,561	\$121,561	\$108,598	\$123,598
Year 7	CAPTAIN	\$109,788	\$124,788	\$113,964	\$128,964	\$116,197	\$131,197
Year 8	CAPTAIN	\$116,899	\$131,899	\$121,367	\$136,367	\$123,797	\$138,797
Year 9	CAPTAIN	\$124,110	\$139,110	\$128,769	\$143,769	\$131,397	\$146,397
Year 10	CAPTAIN	\$133,821	\$148,821	\$138,672	\$153,672	\$141,498	\$156,498
DETECTIVE	CAPTAIN	\$133,821	\$148,821	\$138,672	\$153,672	\$141,498	\$156,498

Patrol Officers promoted into the bargaining unit on or after January 1, 2014 but before January 1, 2018, shall receive fifty percent (50%) of the salary increase of the position being promoted to when promoted from Patrol Officer to Sergeant, from Sergeant to Lieutenant, and from Lieutenant to Captain for the first year in that position. For the second year in the position of Sergeant, Lieutenant or Captain, the member shall receive the full salary for the position held.

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**APPENDIX B
LONGEVITY for All Employees**

A. All employees in the bargaining unit as of January 1, 2014 shall receive longevity pay as follows:

Sergeant	
10 th year	\$2,674
15 th year	\$3,892
20 th year	\$5,497
25 th year	\$6,442
Lieutenant	
10 th year	\$2,846
15 th year	\$4,126
20 th year	\$5,773
25 th year	\$6,775
Captain	
10 th year	\$3,009
15 th year	\$4,351
20 th year	\$6,045
25 th year	\$7,096

B. All current employees promoted into the bargaining unit after January 1, 2014 shall receive longevity pay as follows:

Sergeant	
10 th year	\$1,077
15 th year	\$2,170
20 th year	\$4,300
25 th year	\$5,119
Lieutenant	
10 th year	\$1,077
15 th year	\$2,170
20 th year	\$4,300
25 th year	\$5,119
Captain	
10 th year	\$1,077
15 th year	\$2,170
20 th year	\$4,300
25 th year	\$5,119



RESOLUTION NO. 2018-212

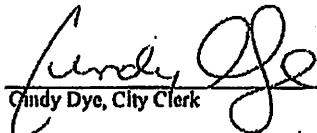
**City of Asbury Park
County of Monmouth
State of New Jersey**

**AUTHORIZATION TO RATIFY THE SUPERIOR OFFICERS ASSOCIATION LOCAL
6 ("SOA") UNION CONTRACT**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park that the City Manager is hereby authorized to ratify and execute the contract for the Superior Officers Association Local 6 ("SOA") union contract.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-212 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 13th DAY OF June, 2018.


Cindy Dye, City Clerk 6/14/2018
CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2018-212						
			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Eileen Chapman	Voter	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Yvonne Clayton	Mover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Jesse Kendle	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Amy Quinn	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	John Moor	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>