

A G R E E M E N T

Between

Elizabeth, City of  
CITY OF ELIZABETH

and

POLICEMEN'S BENEVOLENT ASSOCIATION  
ELIZABETH LOCAL NO. 4

X April 1, 1985 -- March 31, 1987

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AGREEMENT entered into this 21<sup>st</sup> day of June, 1985, by and between THE CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the City, and POLICEMEN'S BENEVOLENT ASSOCIATION, Elizabeth Local No. 4, Branch of the New Jersey State Policemen's Benevolent Association, hereinafter referred to as the P.B.A. or the Association.

ARTICLE I  
RECOGNITION

1. The City hereby recognizes the Policemen's Benevolent Association, Elizabeth Local No. 4, as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all full-time uniformed Police Department employees of the City of Elizabeth, but excluding the Director, Chief, Deputy Chiefs, Captains, Lieutenants, Sergeants, Meter Maids, School Crossing Guards, Police Matrons, and all "civilian" personnel, such as office and clerical employees, Electrical Repairmen, Auto Mechanics, or employees on assignment from other departments.

2. Unless otherwise indicated, the terms "policemen", "policeman", "employee" or "employees", when used in this Agreement shall refer to all persons represented by the P.B.A. in the above-defined unit.

ARTICLE I-A

ASSOCIATION SECURITY

1. Upon the request of the Association, the employer shall deduct a representation fee from the wages of each employee who is not a member of the Association.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

3. The amount of said representation fee shall be certified to the employer by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.

4. The Association agrees to indemnify and hold the employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

5. The employer shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2)(c) and (3) (L. 1979, c.477), and membership in the Association shall be available to all employees in the unit on an equal basis at all time. In the event the Association fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making such deductions.

ARTICLE II

ASSOCIATION MAINTENANCE OF MEMBERSHIP

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

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

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

ARTICLE III

ASSOCIATION BUSINESS LEAVE

1. Meetings between representatives of the City and of the P.B.A. Local 4, for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein shall be scheduled during non-working time of affected employees, except by mutual agreement between the Director and/or Business Administrator and the P.B.A. representative.

2. Leave of absence with pay to attend and serve as delegates to convention of the Association may be four (4) unit employees during a calendar year, with the extent of the leave limited to five (5) days per delegate. Application for leave shall be made in writing to the Director of Police or his designee not less than two (2) weeks in advance.

3.(a) For so long as he shall hold such office, the P.B.A. President shall have a permanent day shift assignment to insure his immediate availability and attention to problems which may arise from time to time in the conduct of Police Department business.

(b) The State Delegate of the P.B.A. will be allowed one (1) day leave a month to attend State P.B.A. delegate meetings provided said meetings are scheduled. Attendance at all other P.B.A. delegate meetings will be at the discretion of the Director, provided application for the leave is made in writing to the Director or his designee not less than one (1) week in advance.



4. An absence of an employee from duty, including an absence for a single day or part of a day, except as provided by the terms of this Agreement, that is not authorized by a specific grant of leave of absence under these provisions shall be deemed to be an absence without leave. Any employee who absents himself for five (5) consecutive working days without leave shall be deemed to have resigned, unless such absence is held justifiable by the Director, subject to the Grievance Procedure.

ARTICLE IV

BULLETIN BOARDS

The Association shall have the use of an enclosed and locked bulletin board in Police Headquarters for the posting of notices relating to meetings and official business of the P.B.A. only.

ARTICLE V

GRIEVANCE PROCEDURE WITH RESPECT TO  
GRIEVANCES ARISING UNDER AND BY VIRTUE  
OF THE OPERATION OF THIS AGREEMENT EX-  
CLUSIVE OF DISPUTES ARISING UNDER THE  
PROVISIONS OF PARAGRAPH XXVII OF THIS  
AGREEMENT

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

STEP 1: Between the aggrieved employee and his immediate superior. If no satisfactory agreement is reached within three (3) days, then (however, if the magnitude or urgency of the problem require it, the President of the P.B.A. or his designee may take the problem directly to the Director or the Police Chief)

STEP 2: Between the aggrieved employee and the next officer in the chain of command, through and including the Director, the President of the P.B.A. or his designee shall be present and participate, if requested to do so by the aggrieved employee. In addition, the aggrieved employee may also have one or two other members of the P.B.A. present at such meeting, if he so chooses provided they are not directly involved in said hearing, then

STEP 3: The matter may be referred to the Civil Service Commission

OR

STEP 4: The matter may be referred to arbitration by the City or the P.B.A. only.

Either party may notify the other in writing, certified mail, not later than ten (10) calendar days after the STEP 2 meeting, of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator within five (5) days, the moving party may request the Public Employees Relations Commission to designate the arbitrator in accordance with PERC rules and regulations.

The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. The initial cost of the impartial arbitrator shall be borne by the party that files the grievance; however, if they are successful and the arbitrator rules in their favor, all cost including the initial fee, shall be paid by the other party.

Unless extended by mutual agreement, the unexcused failure to observe the time limits herein will constitute abandonment of the position of the failing party and settlement shall be on that basis.

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance

(a) involves the existence of alleged violation of any agreement other than the present agreement between the parties;

(b) involves issues which were discussed at negotiations but not covered by the terms and conditions of this Agreement;

(c) involves claims of violation of any allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider or decide a modification of negotiated rates of pay or the level, title or other designation of an employer's job classification; (e) would require an arbitrator to consider, rule on, or decide the elements of a job assignment, or the right of management to assign or reassign work, provided such assignment or reassignment does not conflict with the provisions of Article XVII herein; (f) pertains in any way to the administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period. Where arbitration is not obtainable, nothing contained herein shall prevent or bar the Association or aggrieved employee or the City from seeking redress through litigation in the Courts.

ARTICLE VI

WORK WEEK

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

2. On the declaration of an official emergency, as defined by N.J.S.A. 40A:14-133, N.J.S.A. 40A:14-134 and N.J.S.A. 40A:14-135, the provision above shall not apply.

3. Work schedules shall be at the discretion of the Director. Every effort will be made by the Director to provide shift workers with a day tour every third week, provided there is no interference with efficient operation of the Department. However, the Police Director retains the right to assign any Police Officer to the time and places when and where police officers are most needed regardless of the fact that it may be necessary to omit a day tour.

ARTICLE VII

EXTRA TIME

Whenever an employee voluntarily works in excess of his regularly assigned work week or work schedule in non-emergency detail as provided for in Article VI, in addition to any other benefits to which he may be entitled, he shall receive extra time in money for such work at one and one-half times the base hourly rate which he received for his regularly assigned duty in accordance with the City ordinance. In the event of an official emergency, overtime will be compulsory and non-compensable.

Whenever extra time work paid in money is required, such work shall be offered to all employees on a revolving seniority list maintained by the City and provided to P.B.A. Local 4. Such work shall not be offered to men on "limited duty" for medical reasons but shall otherwise be offered in rotation by seniority on as non-discriminatory and as equal a basis as possible. For this balancing purpose only, the refusal of an offer of extra work shall be deemed an acceptance.

Payment for extra time work shall be made in the week following the week in which the extra time work was performed.

When an employee has finished his tour of duty, and is called for purpose of such as, but not limited to court ap-

pearance required in connection with official police duties but excluding civil suits, he shall be guaranteed a minimum of three (3) hours pay at straight time.



ARTICLE VIII

HOLIDAYS

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

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving

Friday after Thanksgiving

Christmas

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

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

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

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

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

ARTICLE IX

LONGEVITY

1. All full-time, permanent employees of the Police Department in the classified service of Civil Service, and covered by this Agreement, shall be entitled to longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date, as follows --- if the employee's anniversary date falls between January 1 and June 30, he shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1st preceding the execution date of this contract and will accordingly be computed on the new base salary.

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

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

ARTICLE X

CLOTHING ALLOWANCE

All employees of the Police Department covered by this Agreement shall be entitled to an annual clothing allowance of \$400.00. (Payable the second pay period in April).

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

There shall be no change in uniform or uniform specifications during the contract period unless the City and the P.B.A. agree to such change in writing.

ARTICLE XI

INSURANCE AND LEGAL REPRESENTATION

The City and the bargaining unit agree to be bound by the mandatory provisions of N.J.S.A. 40A:14-155 which reads as follows:

"Whenever a member or officer of a municipal Police Department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense."

A. Actions

1. The City agrees to continue in full force and effect insurance coverage now provided by the City for the benefit of and covering employees who are members of the bargaining unit covered by this Agreement, or its equivalent, provided said coverage is available to the City.

2. The City agrees to provide employees who are members of the bargaining unit covered by this Agreement with the necessary means for the defense of any action or legal proceeding civil or criminal in nature arising out of or incidental to the

performance of their duties. "Necessary means for the defense of any action or legal proceeding" within the context of this subparagraph 2 of Article XI of this contract shall mean:

(a) the services of the municipal attorney or his designee when that attorney or his designee can function in a representative capacity free from potential conflicts of interest;

(b) when the municipal attorney or his designee cannot function in a representative capacity free from potential conflicts of interest, or when the City so elects the services of an outside attorney who, when selected, would owe exclusive allegiance to the member of the bargaining unit covered by this Agreement, free from municipal control; or (c) the services of an attorney of the choosing of the member of the bargaining unit covered by this Agreement provided that said attorney and the City agree in advance as to the services to be rendered by said attorney and the costs thereof. Nothing herein shall preclude the member of the bargaining unit covered by this Agreement from retaining any attorney of his own selection to defend him against any action or legal proceeding arising out of or incidental to the performance of his duties, but absent advance agreement between said attorney and the City, as to services to be rendered by said attorney and the costs thereof, said costs shall not be the responsibility of the City. In the event that a money judgment is rendered against a member of the bargaining unit covered by this Agreement as the result of the institution of any action or legal proceeding arising out of or incidental to the performance of duty,

the City agrees to indemnify said member against judgment provided, however, that such indemnification shall be limited to a compensatory damage award and shall not include a punitive damage award.

To the extent that the provisions of the above clause are altered by decision or decisions of the New Jersey Supreme Court after the effective date of this contract, said decision or decisions shall govern the practice between the parties with regard to legal representation covered by this clause.

B. Criminal, Quasi-Criminal and Disciplinary Actions

Commenced by City

1. The City is not required to and will not provide a member of the bargaining unit covered by this Agreement with the necessary means for the defense of any disciplinary proceeding instituted against the member of the City.

2. The City is not required to and will not provide a member of the bargaining unit covered by this Agreement with the necessary means for the defense of any criminal or quasi-criminal proceeding instituted against that member as a result of a complaint on behalf of the City.

3. Notwithstanding anything hereinabove contained to the contrary in subparagraphs 1 and 2 of this Paragraph B of this Article XI, in the event that any disciplinary proceeding instituted against the member of the bargaining unit covered by the Agreement, by the City as contemplated within subparagraph 2

of Paragraph B of this Article XI, is dismissed or finally determined in favor of that member, he shall be reimbursed for the reasonable expense of his defense.

4. In the event that a member of the bargaining unit covered by this Agreement is charged in a disciplinary proceeding instituted against him by the City or in a criminal or quasi-criminal proceeding or complaint instituted as a result of a complaint on behalf of the City and he retains legal counsel in his defense, it is required that the member's counsel shall reach a fee agreement with the Elizabeth City Council prior to the rendition of services by that counsel as to the appropriate and reasonable fees and charges with regard to said defense which the City will agree to reimburse in the event of a final and favorable determination as to the member of the bargaining unit covered by this Agreement.

5. In any disciplinary, criminal or quasi-criminal proceeding in which there is more than one count or allegation against a member of the bargaining unit, the finding of guilt as to any one count or allegation shall relieve the City from any obligation to reimburse the member of the bargaining unit covered by this Agreement for the expense of his defense.

6. The obligation of the City to reimburse for the expense of the member's defense is limited to reasonable counsel fees, and no other expense or financial obligation incurred by the member of the bargaining unit shall be included in such reimbursement.



ARTICLE XI-A

INSURANCE

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

2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

- (a) apply to all eligible present and future pensioners of the employer and their dependents;
- (b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972;
- (c) provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.

(d) require the local employer to pay the full cost of such premiums and Medicare charges.

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. All employees covered by this Agreement and eligible members of their families will be covered by a Prescription Drug Plan. The premiums will be paid by the City.

5. All employees covered by this Agreement and eligible members of their families will be covered by a dental plan. The premiums will be paid by the City.

6. All other insurance benefits presently in effect shall be maintained throughout the period of this contract.

ARTICLE XII

VACATION

1. Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

0 to less than 1 year of continuous service - 1 day per month of service prior to April 1 of each year;

1 year to completion of 5 years of continuous service - 15 working days;

6 years to completion of 15 years of continuous service - 20 working days;

Starting 16th year of continuous service and over - 25 working days.

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

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

2. Vacations shall normally begin on Monday.

3. Vacation time may be used in the year it has been earned; however, any unused vacation may be carried forward into the next succeeding year only. Should circumstances warrant, this provision may be waived by the Business Administrator and the Police Director.

4. The vacation period shall be from the 1st day of April through the 31st day of March of the following year.

5. Vacations shall be scheduled by the Director. Vacation periods may be split if necessary for departmental efficiency. Where the efficiency of the department is not jeopardized, every effort shall be made to give at least two (2) weeks vacation during the ten (10) prime summer weeks commencing during the last week of June and ending during the first week of September, it being the intent of the parties to approximate as closely as possible in this provision the summer recess of the children in the Elizabeth School System.

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

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

ARTICLE XIII

LEAVE WITHOUT PAY

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

During leave of absence without pay, employee does not accrue vacation time or holidays.

ARTICLE XIV

FUNERAL LEAVE

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

Mother and Father

Husband or Wife

Children

Brother or Sister

Mother-in-Law and Father-in-Law

Grandmother and Grandfather

Sister-in-law and Brother-in-law

Grandchildren of employee or spouse

This provision also applies for any other relative who resides with the employee. Special cases will be referred to the Director. One day's leave shall be allowed in the event of the death of an aunt or uncle.

ARTICLE XV

SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the Département, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due or absence for bona fide illness or injury certified by a physician not in excess of one (1) year, or for a military leave of absence. Where such military service is required a leave of absence without loss of seniority shall be granted for the period the military service is required and three months thereafter. An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his employment and resigned.

Seniority shall be lost and employment terminated if any of the following occur:

- (a) Discharge;
- (b) Resignation;
- (c) Failure to return promptly upon expiration of authorized leave;
- (d) Absence for five (5) consecutive working days without leave or notice;
- (e) Absence for illness or injury for more than one (1) continuous year.

ARTICLE XVI

BAN ON STRIKES

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

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

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



ARTICLE XVII

FLEXIBILITY OF ASSIGNMENT

1. Employees, regardless of regular assignment, may be reassigned to perform any duty related to their profession as police officers, including any duties connected with:

- (a) prevention and detection of crime;
- (b) enforcement of laws and ordinances;
- (c) protection of life and property;
- (d) arrest of violators of the law;
- (e) direction of traffic;
- (f) regulation of non-criminal behavior of the citizenry;
- (g) preservation of the peace.

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

3. Employees who act in a higher title for more than six (6) months shall, after said time, be paid for such work at the higher rate of pay, but the employee's longevity shall be based on his pay in his permanent position.

ARTICLE XVIII  
RULES AND REGULATIONS

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

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

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior

officer, appropriate action shall be within the province of the superior officer within the framework of Department rules and regulations, subject only to the right of employees to file a grievance.

ARTICLE XIX

INJURY LEAVE

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

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

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

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

ARTICLE XX

SICK LEAVE

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

40A:14-137     LEAVES OF ABSENCE WITH PAY TO CERTAIN  
MEMBERS AND OFFICERS

The governing body of any municipality by ordinance, may provide for granting leaves of absence with pay, not exceeding one (1) year, to members and officers of its police department and force who shall be injured, ill or disabled from any cause, provided that the examining physician appointed by said governing body, shall certify to such injury, illness or disability.

ARTICLE XXI

DISCIPLINE AND DISCHARGE

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

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

ARTICLE XXII

MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the City. Accordingly, the City (Police Director) retains the following rights, except as specifically provided to the contrary in this Agreement, including, but not limited to selection and direction of the forces: to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, demote, or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work, as provided for in N.J.S.A. 40A:14-143, or for other legitimate reasons to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others by contract or otherwise.

City-wide benefits granted during the life of this Agreement will include employees covered by this contract.

ARTICLE XXIII

WAGES

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



ARTICLE XXIV

EDUCATION

1. Employees taking police-related courses shall be reimbursed for the cost of tuition, or part thereof, as the case may be, when approved in advance, in writing, by the Director. Such approval will not be unreasonably withheld. Anything hereinabove to the contrary, notwithstanding, whatever funds are designated and available to reimburse employees for the expenses of taking police-related courses shall be allocated to such employees by the Director after consultation and agreement with the P.B.A.

2. Every effort will be made to adjust employees' schedules when necessary so that they take advantage of available police-related courses.

3. The taking of any such courses shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not satisfactorily and fully completed.

ARTICLE XXV

APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefor by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XXVI

EMBODIMENT OF AGREEMENT

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

ARTICLE XXVII

FUTURE CONTRACT NEGOTIATIONS

A. Intention to Commence Negotiations:

One hundred thirty-five (135) days prior to the Public Employer's budget submission date, a party wishing to change the contract must notify the other party in writing of its intentions and of its proposals. Upon submission of such intentions and proposals, the following schedule of good-faith negotiations, to be conducted by authorized negotiators, shall commence:

1. The parties shall meet at least once every fifteen (15) working days and, in addition, each party shall be prepared at least on alternate meeting days to discuss each of the other's current proposals presently on the table and to offer specific counter-proposals or to offer other disposition regarding the same. In the event, due to circumstances, this schedule is not maintained, any missed meetings shall be made up within the next six (6) calendar weeks so that good-faith attention is given by both parties to effective negotiations;

2. Each party shall designate a negotiator who shall have the authority to negotiate all of the terms and conditions of the contract with the negotiator for the other party. The negotiators shall respectively keep the parties apprised, in the case of the P.B.A., the negotiating committee and membership, in the case of the City, City Council and any other ad-

administrator concerned, of the current proposals and counter-proposals, in effect, the positions of both parties at any given time.

B. Any issues which remain unresolved sixty (60) days prior to the required budget submission date of the Public Employer shall be disposed of pursuant to the provisions of N.J.S.A. 34:13A-16.

In the event that N.J.S.A. 34:13A-16 is declared invalid or for any other reason does not become operative, then and in that event the schedule set forth hereinabove is continued until such time as either party shall request the intervention of the Public Employment Relations Commission, pursuant to the provisions of N.J.S.A. 34:13A-1, et seq.

ARTICLE XXVIII  
MAINTENANCE OF STANDARDS

All benefits and other terms and conditions of employment which are beneficial to unit members shall be maintained at the highest standards existing on the date of commencement of collective negotiations leading to the execution of the Agreement to become effective April 1, 1985.

ARTICLE XXIX

TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from April 1, 1985 through and including March 31, 1987. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

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

IN WITNESS WHEREOF, the parties have caused their names to be signed this 21<sup>st</sup> day of June, 1985.

ATTEST:

CITY OF ELIZABETH, NEW JERSEY

Raymond R. Urbanik  
Raymond R. Urbanik  
Deputy City Clerk

By: Thomas G. Dunn  
THOMAS G. DUNN, Mayor

ATTEST:

POLICEMEN'S BENEVOLENT ASSOCIATION  
ELIZABETH LOCAL NO. 4

John P. Luby, Jr.  
John P. Luby, Jr., TREASURER

By: Paul Partazana  
Paul Partazana, President

CITY OF ELIZABETH
APPROVED AS TO FORM
PHYSICAL CONDITIONS
TERMS & CONDITIONS
DESCRIPTION

ARTICLE XXIII-A

WAGES

APPENDIX "A"

Effective: April 1, 1985 through March 31, 1986 (6% increase)

Title: Police Officer

1st year of employment \$20,335.00 + \$1,220.10 = \$21,555.00  
2nd year of employment \$21,288.00 + \$1,277.28 = \$22,565.00  
3rd year of employment \$22,242.00 + \$1,334.52 = \$23,577.00  
4th year of employment \$23,196.00 + \$1,391.76 = \$24,588.00  
5th year of employment \$24,150.00 + \$1,449.00 = \$25,599.00  
and thereafter

Title: Police Officer Assigned Detective

Min. \$24,586.00 + \$1,475.16 = \$26,061.00  
Max. \$24,913.00 + \$1,494.78 = \$26,408.00

Effective: April 1, 1986 through December 31, 1986 (6.05% increase)

Title: Police Officer

1st year of employment \$21,555.00 + \$1,304.08 = \$22,859.00  
2nd year of employment \$22,565.00 + \$1,365.18 = \$23,930.00  
3rd year of employment \$23,577.00 + \$1,426.41 = \$25,003.00  
4th year of employment \$24,588.00 + \$1,487.57 = \$26,076.00  
5th year of employment \$25,599.00 + \$1,548.74 = \$27,148.00  
and thereafter

Title: Police Officer Assigned Detective

Min. \$26,061.00 + \$1,576.69 = \$27,638.00  
Max. \$26,408.00 + \$1,597.68 = \$28,006.00



Effective: January 1, 1987 through March 31, 1987 (2.0% increase)

Title: Police Officer

1st year of employment    \$22,859.00 + \$457.18 = \$23,316.00

2nd year of employment    \$23,930.00 + \$478.60 = \$24,409.00

3rd year of employment    \$25,003.00 + \$500.06 = \$25,503.00

4th year of employment    \$26,076.00 + \$521.52 = \$26,598.00

5th year of employment    \$27,148.00 + \$542.96 = \$27,691.00  
and thereafter

Title: Police Officer Assigned Detective.

Min.    \$27,638.00 + \$552.76 = \$28,191.00

Max.    \$28,006.00 + \$560.12 = \$28,566.00