

A G R E E M E N T

Between

CITY OF ENGLEWOOD

and

**ENGLEWOOD POLICE DEPARTMENT
SUPERVISORY OFFICERS ASSOCIATION**

January 1, 2004 through December 31, 2006

LAW OFFICES:

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AGREEMENT, made this _____ day of _____, 2004,
between the **CITY OF ENGLEWOOD**, a municipal corporation located in Bergen
County, New Jersey (hereinafter called the "City"), and **NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 216, OF THE CITY
OF ENGLEWOOD**, a corporation of the State of New Jersey under and by virtue of
Title 15 of the Revised Statutes of New Jersey (hereinafter called the "Association").

WITNESSETH:

WHEREAS, the City and the Association have reached agreement with respect
to issues of salaries, wages, hours of work, equitable and peaceful procedure for the
resolution of differences and other terms and conditions of employment, which
agreement they wish to reduce to writing as required by law,

NOW, THEREFORE, it is in consideration of the following mutual covenants,
agreed:

ARTICLE I
RECOGNITION

1.1 This Agreement pertains to the terms and conditions of employment of all supervisory personnel of the regular Police force of the City of Englewood with the exception of those members who hold the rank of Deputy Chief or Chief.

1.2 The Association is recognized as the sole collective bargaining agency for all Employees described above in the bargaining unit (hereinafter called "Members").

ARTICLE II

UNION SECURITY - AGENCY SHOP

2.1 The City agrees to deduct from those Members of the bargaining unit who are not Members of the SOA an amount of money equal to eighty-five (85%) percent of dues and assessments of SOA Members and turn over to the SOA all such monies deducted from those Members of the bargaining unit.

ARTICLE III

UNION ACTIVITY

3.1 Time off with pay shall be granted to one member of the SOA to attend union meetings.

3.2 (a) Time off with pay shall be granted to one SOA member to attend the SOA/PBA and State convention and one (1) International Convention per year.

(b) The City is obligated, if the Union so requests, to provide up to three (3) Members of the Union release time tours per calendar day for the duration of the State SOA/PBA major and mini conventions.

3.3. One member of the SOA shall be permitted, while on duty, to attend meetings of the SOA/PBA.

3.4 The three (3) Members of the SOA Negotiating Team or their alternate will be permitted time necessary to attend collective bargaining sessions with the City not to exceed three (3) on duty Members.

3.5 Not more than two (2) Members of the SOA will be permitted time necessary to attend grievance meetings with the City.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 When a Member of the SOA has a grievance against the City limited to the Agreement, it shall be processed in accordance with the Grievance Procedure as follows:

4.2 **STEP ONE:** A Member having a grievance shall present it orally either himself/herself or with the representative of the SOA to his/her immediate Superior Officer, and if the grievance is not immediately adjusted, he/she may then present it orally either himself/herself or with the representative of the SOA to the Commanding Officer of his/her Bureau or Department. A grievance must be presented within five (5) calendar days of the occurrence of the alleged grievance or it shall be presumed that no grievance existed.

4.3 **STEP TWO:** If the grievance is not satisfactorily adjusted within three (3) calendar days following its presentation to the Superior Officer or if the grievant may also choose, to the Commanding Officer, it shall be presented in writing to the Chief by the Member and representative of the SOA, setting forth the paragraph of the Collective Agreement and the grievance thereon.

4.4 The Chief or his/her authorized representative must hear said grievance, within seven (7) calendar days after receiving the written grievance before the grievant and the SOA representative. The Chief or his/her authorized representative may have present at the meeting whomever he/she desires.

4.5 The Chief of Police, individually or through his/her authorized

representative, must give a written answer to the written grievance within ten (10) calendar days after receipt of the written grievance.

4.6 Should the grievant and the SOA fail to receive a written answer thereof within ten (10) calendar days or should the written answer be unsatisfactory, the Member and/or the SOA may immediately proceed to **STEP THREE**.

4.7 **STEP THREE:** The City Manager shall set up a meeting between himself or his/her authorized representative, the Chief of Police or his/her authorized representative and a representative of the SOA within ten (10) working days of receipt of the written grievance. Working days shall be defined for the purposes of this **Article** as the normal business days of the City Manager.

4.8 The City Manager shall give a written reply to the SOA within ten (10) working days from the date of the hearing.

4.9 **ARBITRATION:** Should the SOA not receive a written reply as set forth in **Paragraph 4.8** or be in disagreement with the answer, it may submit the grievance to arbitration by filing with the Public Employment Relations Commission and filing a duplicate copy of said request with the Clerk of the City of Englewood. Said arbitration shall be conducted pursuant to the Rules and Regulations of PERC. The cost of the arbitration shall be equally borne by the parties thereto and the decision of the Arbitrator shall be binding. The City of Englewood also has the right to submit any grievance concerning the Agreement to binding arbitration.

4.10 For the purposes set forth in this **Article** a grievance shall be defined as a dispute with respect to the interpretation, application, or violation of agreements

between the City and the Association and policies and administrative decisions of the City directly affecting the Association, provided however, that nothing contained herein shall annul or modify any statute or statutes of this State or in any way restrict the management rights of the City as set forth in **Article XVIII, Section 18.5** of this Agreement.

ARTICLE V

SENIORITY AND PROMOTION

5.1 Seniority shall be determined by time in grade. In the event of a tie on the criteria of time in grade, then the tie breaker shall be total time since original date of employment with the Englewood Police Department.

5.2 For promotion to Lieutenant or Captain, a candidate shall have served in the previous rank for at least two (2) years.

ARTICLE VI

HOURS OF EMPLOYMENT

6.1 The hours of employment of the Members of the Police Department shall not exceed eight (8) consecutive hours in any one day, nor forty (40) hours in any week. Provided that in case of an emergency, the Officer or other official having charge or control of the Police Department shall have full authority to summon and keep on duty any or all such Members during the period of emergency, and provided further that overtime employment may be granted in accordance with the provisions of any City ordinance upon such terms and conditions as may be provided therein, and provided further that each Member of the Police Department shall be required to physically report for duty and attend a muster fifteen (15) minutes before his/her scheduled tour of duty for which time he/she shall be compensated by payment at the rate of one and one-quarter (1¼) hours each week for the calendar year on the basis of his/her normal pay, exclusive only of overtime. The muster pay benefit shall be paid in equal installments along with officer's regular paycheck.

- 6.2
- (a) Each member shall receive with pay within each daily tour, one (1) fifteen (15) minute coffee break and, one (1) hour meal break at reasonable times to be approved by the Desk Officer, which approval shall not be unreasonably withheld.
 - (b) The Detectives shall receive one (1) extra day off per month.
 - (c) A Member shall not be entitled to receive pay in lieu of said coffee or meal breaks whether such breaks are missed either voluntarily or because of the exigencies of his/her paid daily tour.

ARTICLE VII

SALARY

7.1 The base salaries for all employees covered by this Agreement shall be as set forth on **Schedule A**, annexed.

7.2 Immediately upon assignment to the Detective Bureau, a Member shall receive an annual Detective Differential in the amount of \$850.00 per annum. This pay differential will immediately cease when a member is transferred out of the Detective Assignment.

7.3 If any Member is designated by the Chief to an acting rank higher than the rank he/she holds for at least a full tour of duty, he/she shall be paid at a rate of the rank in which he/she is acting for that tour of duty.

7.4 **Pay Period** - The payroll shall be processed on a biweekly basis. It is agreed that all the annual salary of an Employee is to be paid within the calendar year in which it is earned. The first paycheck of each year shall be paid no later than January 14 of each year and shall include all pay due and owing from January 1 of that year.

7.5. **Pay Rate Calculation** - The parties agree that in all years, except leap years, the annual compensation shall be divided by 260 to achieve a daily rate and to divide same by eight (8) hours to achieve an hourly rate. In a leap year the divisor shall be 261. In 1996 the employer has used a divisor of 262 and therefore shall compensate each bargaining unit employee with one (1) day's pay by September 1,

1996 in order to reduce the divisor to 261. Any disputes concerning this issue shall be adjudicated by Arbitrator Carl Kurtzman who shall, by consent of the parties, retain jurisdiction on this issue.

7.6 A captain assigned as Commander shall be compensated with a stipend of \$500.00 per annum consideration of being the highest ranking SOA member.

7.8 Acting Lieutenant's pay will be paid at Step 1 for sergeants designated by the Chief of Police to fill a permanent vacancy for ten (10) days or more; or a long term disability of six (6) months or more (in the event of a disability of six months or more then the higher rate of pay shall be paid retroactive to the beginning of the acting assignment period.).

ARTICLE VIII

LONGEVITY PAY

8.1 Each Member shall receive, a longevity benefit as set forth in the following schedule. Longevity payments will become due and will be appropriately increased on the first day of the month next following the month in which a members' anniversary date of employment occurred.

<u>Year of Completed Service</u>	<u>Longevity Percentage</u>
Four (4) years	1.5%
Eight (8) years	3%
Twelve (12) years	4.5%
Sixteen (16) years	6%
Twenty (20) years	7.5%
Twenty-four (24) years	9.5%

ARTICLE IX

EDUCATION INCENTIVE

9.1 The City will pay additional compensation to each Member who earns or has earned credits toward a recognized undergraduate degree in Police Science, Criminal Justice, Public Safety, social science, science, business or the equivalency thereof (which equivalency shall be determined by the City Manager). Payment shall be made each year on the basis of all credit hours accumulated and completed by September 15th, of the prior calendar year, in accordance with the schedule set forth below.

9.2 To qualify, each credit hour must have been completed in or accepted by a recognized institution of higher learning offering a program leading to a degree in Police Science, Criminal Justice, Public Safety, social science, science, business or the equivalency thereof (which equivalency shall be determined by the City Manager). Degree, as used herein shall mean Associate Degree, Bachelor's Degree or Masters Degree.

9.3 In order to qualify for said pay, a Member must present to the City proper certification from the institution attended establishing the number of credit hours completed, together with other relevant information reasonably demanded by the City.

9.4 It is understood that each Member who attend a recognized institution as aforesaid shall do so during his/her off duty time and at no expense to the City.

9.5 All members of the Police Department (employed as of October 25, 1977) shall receive educational incentive pay as follows:

(a) Such Members shall continue to receive educational incentive pay which they were receiving as of October 25, 1977 and shall receive additional incentive pay, as set forth below for courses in which they are presently enrolled provided that such courses are completed by September 15, 1978:

(1) The maximum number of credits for which a Member shall receive compensation toward an undergraduate degree shall not exceed one hundred thirty-two (132). The maximum number of additional credits for which a Member shall receive compensation toward a Master's Degree shall not exceed the minimum number of credits required by the recognized institution of higher learning which he/she is attending for a Master's Degree in Police Science, Criminal Justice, Public Safety, social science, science, business or the equivalency thereof (which equivalency shall be determined by the City Manager).

(2) Said additional compensation shall be paid with and as part of the Member's regular salary payments. This compensation will be considered an addition to base salary and will be treated as part of base salary for all benefit purposes other than longevity payments, as has been the practice.

(3) Pursuant to this Agreement, the City will pay each Member each year the following sums for the following grades, per credit:

A -----	\$22.00
B -----	18.00
C -----	17.00
D -----	12.00
F (or incomplete) -----	0
Pass or Satisfactory Except Physical Education -----	18.00
Pass or Satisfactory in Physical Education -----	17.00
Fail or Unsatisfactory -----	0

(b) Additional educational incentive pay (beyond that above), shall be accumulated at the rate of Fifteen (\$15.00) Dollars per maximum (including all credits earned prior to and subsequent to October one hundred twenty-five (125) credits.

9.6 The educational incentive payments for Members covered Contract shall be as follows:

AA -----	\$ 700.00
BA -----	950.00
MA -----	1,200.00

Payment for the said degree shall not be cumulative and an individual for the one highest degree above.

ARTICLE X

OVERTIME

10.1 Overtime shall be paid each Member at the rate of time and one-half (1½) with payment to be made on the next following pay day, subject only to the reasonable time requirements of the Finance Office.

10.2 Overtime pay shall be computed in the same manner as overtime pay has been calculated in the past, that is, it shall be computed upon a Member's base compensation (salary, longevity, Education Incentive pay, muster pay and holiday compensation).

10.3 Special duty overtime in normal situations, the Chief of Police or his/her appointed representative shall be responsible for establishing the time when a Member is to report for any special duty overtime assignment. In each case, when a Member's off time is interrupted for overtime, he/she shall be guaranteed one (1) minimum payment of three (3) hours overtime pay, limited to one (1) such payment in any one (1) day, including court appearances. Minimum payment provisions do not apply in the following instances:

Prior to the start of a Member's shift, he/she shall be paid overtime on a minute for minute basis; if overtime occurs within the hour immediately following the Member's shift, he/she shall receive overtime payment on a minute for minute basis. If overtime exceeds the hour immediately following the close of the Member's shift he/she shall receive the three (3)

hour minimum payment as stated above. Upon his/her completion of the task for which he/she was summoned, the Member shall be discharged from duty for the day.

10.4 Special duty overtime shall be calculated from the time a Member reports into Headquarters and until he/she finally reports out of Headquarters, including travel time to and from his/her destination (as, for example, to the Bergen County Court House) and meal time taken by the Member.

10.5 In a non-emergency or emergency matter, a Member may work overtime upon the completion of his/her tour of duty only upon the approval of the Chief or the highest Superior Officer of his/her bureau who is then on duty.

10.6 **Voluntary Overtime** - All available voluntary overtime assignments shall be posted at the desk in Headquarters by the Desk Officer immediately upon his/her receipt of the same. Overtime availability shall be offered using a perpetual rotating alphabetical roster of available personnel. When overtime is available then the Department shall, utilizing the alphabetical rotating roster, call officers until one is available to take the posted overtime. In the event that an off duty officer declines the voluntary overtime opportunity then said officer's turn will be skipped and said officer would have to wait for the rotational overtime wheel to come back to said officer's position in the future. This does not apply to Superior Officers and they will be assigned on an as needed basis by the Chief.

10.7 No compensatory time off shall be given in lieu of overtime pay.

10.8 **Overtime Notice** - In those cases where it is known in advance that overtime will be necessary (e.g. Halloween patrol, visiting dignitaries, etc.) and where possible reasonable notice shall be given those Members required to work overtime.

10.9 **Special Duty Overtime** - As used herein includes, but is not limited to those situations where a Member is summoned by telephone or otherwise by the Chief of Police or his/her appointed representative or any Municipal or County Court for attendance at Headquarters or Court in connection with any Police or criminal matter or case, or civil case to which the City is a party.

10.10 The employer has a right to assign a Juvenile Detective to the little league parade based upon the special nature of that job assignment.

 The employer has the right to assign recruits for training purposes at the overtime rate of compensation.

 The employer acknowledges that the overtime list shall be used where officers are needed for overtime duty where no special skills are required. Article X of the collective bargaining agreement requires that all overtime assignments be filled by the use of the overtime list or by having the job posted as an "extra duty" assignment. The PBA acknowledges that where a special skill is needed for the overtime assignment, the employer shall have the right to exclude those members who do not possess that special skill.

 The employer acknowledges that the overtime list shall be used to fill an overtime shift for dispatchers. The PBA agrees that only those officers who are certified to perform dispatching duties will be eligible for such overtime.

ARTICLE XI

PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer of his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he/she shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

ARTICLE XII

TRAVEL ALLOWANCE

12.1 A travel allowance of Fifteen (\$.15) Cents per mile shall be granted when a Member's use of his/her personal vehicle is authorized by the Chief in connection with his/her duty. If official City policy raises the per mile allowance for all other City Departments, the allowance will be raised in the Police Department to that rate. If mileage is not a reflective remuneration, in view of the use of the vehicle on a case by case basis, other reimbursement will be utilized.

ARTICLE XIII

HOLIDAYS

13.1 Each Member shall receive paid compensation for (13) holidays during each calendar year. Said holiday compensation shall be paid along with base pay and folded in to the regular payroll procedure. Said holiday compensation shall be folded in and shall apply to all base related calculations, including but not limited to hourly rate, overtime rate, daily rate, and pension calculation.

13.2 For each holiday that the Member shall work, he/she shall receive straight time.

13.3. In addition to the foregoing, each Member shall receive as an additional holiday, any "special holiday" which may be granted by the City to members of the Department of Public Works and the City Hall Employees. "Special Holidays" as used herein, shall include, but not be limited to holidays granted by the City upon the death of the President or other figure of prominence, whether federal, state or local, or holidays granted for the inauguration of any public figure or the celebration of any joyous event. All such "special holidays" shall be treated for all purposes under this contract as regular holidays.

ARTICLE XIV

VACATION

14.1 Vacation shall be granted in accordance with the following schedule. Vacations shall be taken on a seniority basis at any time during the calendar year in one (1) period, two (2) equal periods or other method in which at least two (2) days are taken consecutively at the Member's option. An employee covered by this Agreement shall be permitted to utilize four (4) individual single vacation days per year. The Chief of Police may, in the Chief's discretion, permit additional single day vacation days to be used beyond the designated four days.

- (A) Sergeant ----- 25 Work Days**
- (B) Lieutenant ----- 28 Work Days**
- (C) Captain ----- 28 Work Days**

14.2 The vacation schedule for all Members shall be subject to the approval of the Chief of Police, which approval shall not be unreasonably withheld.

14.3 If an Employee uses less than eight (8) days sick leave in a calendar year he/she shall receive an additional four (4) vacation days in the next calendar year which shall be taken upon prior approval by the Chief of Police which approval shall not be unreasonably withheld.

ARTICLE XV

PERSONAL LEAVE DAYS

15.1 In addition to the holidays heretofore provided by **Article XIII** hereof, each Member may have one (1) personal leave day each year, which shall be a day which he/she shall take off with pay on advance notice and subject to the approval of the Chief of Police, which shall not be unreasonably withheld. Personal leave days shall not accumulate nor shall an additional day's pay be paid to a Member who has not taken his/her personal leave day off. If a Member has not been able to arrange with the approval of the Chief of Police, for taking his/her personal leave day during the calendar year in which it has accrued, he/she may take the same within the first ninety (90) days of the following calendar year.

15.2 In addition to the foregoing, if a Member shall actually change his/her residence and shall officially change his/her permanent address and register such change with the office of the Chief of Police, the Member may take as a day off with pay the day upon which he/she actually moves his/her residence, subject to the advance notice and prior approval of the Chief of Police, which shall not be unreasonably withheld. In no event shall any Member be entitled to more than one (1) such moving day per year.

15.3 (A) In addition to the foregoing, each Member may take three (3) additional personal leave days per year chargeable to his/her sick leave with the prior approval of the Chief of Police, which approval shall not be unreasonably withheld. Said personal leave days may not accumulate from year to year, so as to permit no Member to take more than three (3) such personal leave days annually.

(B) A member shall be entitled to take said three (3) days with full pay for the member's wedding day.

15.4 Each Member having completed three (3) years of service shall be granted a right of leave of absence without pay, without qualification for purposes of running for or holding elective office. In other cases, leave of absence may be granted by the City Manager, upon approval of the Chief of Police, upon application by Member. If, upon receipt of said application, before making a determination, he will grant the Member an opportunity to be heard. If said application is denied, the City Manager will state his/her reasons therefor.

15.5 Upon the return of the Member to the Department, he/she will receive all benefits he/she would have received had he/she not taken the leave, except pay.

15.6 Each Member shall be entitled to sick leave in accordance with the following:

Definitions:

15.7

(A) **Sick Leave** is defined to mean an absence from duty because of illness, accident, disease, injury or the contagious disease in the Member's household, which might endanger the health of the other Members of the Department. Charges to sick leave shall not include an absence from duty for that period of time during which Workers Compensation (temporary benefits, including the statutory waiting period) is received by the Member, in connection with work-related sick leave as is more particularly defined below.

(B) **Immediate Family** shall mean a Member's wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, legal guardian or person standing in **loco parentis**.

(C) **Member** shall mean all Members of the regular Police force of the City, including probationary Patrol Officers.

15.8 **Sick Leave Allowance** - Each Member shall be granted sick leave with pay of not more than fifteen (15) working days each calendar year. Notwithstanding the foregoing, any Member who has used all his/her accumulated sick leave and who requires additional sick leave because of a major illness or injury not arising from his/her employment, shall be granted, subject to proper medical verification, on one occasion only, an extension of sick leave in accordance with the following schedule:

- a. Fifteen (15) additional days after completion of the first year and through completion of the tenth (10th) year of service.
- b. Thirty (30) additional days from the beginning of the eleventh (11th) year through the completion of the fifteenth (15th) year of service.
- c. Forty-five (45) additional days after the completion of the fifteenth (15th) year of service.

d. In such cases, the amount of special sick leave so advanced shall be deducted from future accumulation of sick leave or other terminal leave benefits at the time of termination or retirement.

15.9 A Member shall be charged with sick leave for his/her absence on those days in which he/she was otherwise scheduled to have worked.

15.10 Where a Member has worked more than four (4) continuous hours and is

required to leave work early because of illness, he/she will be credited with having worked the entire day for a maximum of three (3) such occurrences in any one (1) year. If the Member has worked less than four (4) continuous hours, the entire day shall be charged as a sick day. Sick leave shall be charged in amounts of one-half (½) day for an absence on a day of duty of less than four (4) hours.

15.11 Sick Leave Accumulation - If a Member requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year.

15.12 Sick leave shall continue to accumulate during such times as a Member is on authorized sick leave, work related sick leave, as above defined, military leave and vacation time.

15.13 Each Member shall be entitled to such accumulated sick leave of absence with pay if and when needed, subject to appropriate medical certification.

15.14 Notice of Illness - To qualify for payment while absent on sick leave, each Member who will be absent from duty on sick leave shall so notify the Chief or Officer in charge of Headquarters or cause notice to be given him at least one (1) hour before the commencement of his/her scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty.

15.15 A Member who shall absent himself/herself without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

15.16 Death in the Immediate Family - A Member shall be granted four (4) working days off (even if not consecutive) from the date following the death of a member of

his/her immediate family. Said time off shall not be chargeable to the Member against sick leave or otherwise. The immediate family shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, sister-in-law, brother-in-law, uncles, aunts, spouse, child, guardians or other persons serving in loco parentis to be substituted for mother or father.

15.17 Medical Certificate - When a Member does not report for duty for a period greater than three (3) consecutive days or in the event of excessive absence for illness, in one (1) calendar year, he/she may be required to submit a medical certificate to the effect that he/she was not physically able on the date or dates of said absence to perform the duties connected with his/her employment.

15.18 A Member who becomes ill or is injured during his/her vacation, may submit to the Chief a statement from a physician certifying the nature of the illness or injury. The Chief at his/her discretion, will decide how many days may be charged against sick leave and allow the Member to take an equivalent number of vacation days during the calendar year at a time which will not interfere with the vacation periods of other Members.

15.19 When it is reasonably presumed that a Member or a member of the immediate family is suffering from a contagious disease which might endanger the health of other Members of the Department, then a medical certificate may be required from the Member's physician and if determined necessary, from the Department of Health.

15.20 Whenever a Member shall be required to submit to examination by the City physician, such physician shall report in writing when the Member is fit for duty and his/her sick leave shall terminate.

15.21 A Member on sick leave, when physically able, may be required by the Chief of Police to report once a week or visit the City Physician if so ordered.

15.22 Failure of a Member to comply with any of the above requirements may result in forfeiture of his/her salary during the entire sick leave or other appropriate disciplinary action.

15.23 All Members shall meet minimum physical standards necessary for the performance of their jobs, and shall be required to follow the prescribed medical programs and recommendations of the City Physician with regard to medical and physical problems reasonably within their control. Another opinion may be presented by the Member's physician with regard to the prescribed medical program. If such a program is not implemented by the Member within a time framework to be established by the City Physician, the Chief of Police, after consultation with the Member, may order the Member to comply within thirty (30) days. It is understood that all medical matters fall within the existing insurance programs.

15.24 Where an Employee covered under this Agreement suffers a work-connected injury or disability, the City shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the City. The Employee shall be required to present evidence by a certificate of a responsible physician that he/she is unable to work and, the Council, may reasonably require the said Employee to present such certificate from time to time. In the event the Employee contends that he/she is entitled to a period of disability beyond the period established by the treating physician,

or a physician employed by the City or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing Court shall be binding upon the parties.

For purposes of this **Article**, injury or illness incurred while the Employee is attending a City sanctioned training program, shall be considered in the line of duty. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or as a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

15.25 Any Member who is injured or disabled in the performance of his/her duties and who reaches the maximum extent of his/her recovery but remains unable to perform regular Police duties shall be assigned to perform such Police duties as he/she is, to the extent of his/her limitations, able to perform. If no such work is available in the Police Department which such Employee is able to perform, he/she shall be retired in accordance with the pension provisions applicable to such Employee.

15.26.1 Terminal sick leave will be paid a Member upon his/her termination of employment in accordance with the following schedule:

15.26.2 All Employees, employed as of October 25, 1977, who retire on or before October 25, 1987, shall be entitled, upon their retirement, to the following compensation, at the Employee's daily rate at the time of his/her retirement:

(a) If member terminates employment on a disability pension, retirement pension, or by death at a time when the Member is qualified for such pension, or after the completion of fifteen (15) years of service when not qualified for a pension, in addition to said Member's statutory pension rights, he/she or his/her Estate shall be paid one (1) day's pay for each accumulated sick day and one (1) day's pay for each day of unused vacation accrued for that year. In addition, he/she shall receive any compensatory time which he/she may have accrued.

(b) If a Member terminates employment after the completion of two (2) years of service when not qualified for a pension and before the completion of fifteen (15) years of service, in addition to said Member's statutory pension rights, if any, he/she or his/her Estate shall be paid one-half ($\frac{1}{2}$) day's pay for each accumulated sick day and one (1) full day's pay for each day of unused vacation accrued for that year. In addition, he/she shall receive any compensatory time which he/she may have accrued.

15.26.3 All other Employees, employed as of October 25, 1977, shall be entitled upon their retirement to the same compensation set forth in **Paragraph 15.26.2** above except that no such Employee may be paid for more than two hundred twenty-five (225) days as of retirement, regardless of any additional accumulation.

15.26.4 All Employees hired after October 25, 1977, shall be entitled upon their retirement to the same compensation set forth in **Paragraph 15.26.2** above, except that they shall not be paid for more than one hundred fifty (150) days regardless of

excess accumulation.

15.26.5 If a Member's employment is terminated for disciplinary cause, he/she shall receive none of the benefits provided by **Paragraphs 15.26.2 through 15.26.4** above. This provision shall in no way affect said Member's statutory pension rights.

15.26.6 If a member is entitled to terminal pay as provided above he/she may elect either to receive cash or to retire early, or he/she may elect a combination of cash and early retirement days. Where the Member's election includes an early retirement option, his/her election shall be subject to the approval of the Chief of Police, which shall not be unreasonably withheld. Where the Member elects to receive cash, he/she shall be paid a sum for said day equal to the sum he/she would have been paid in said day had he/she continued employment on the day of his/her retirement.

ARTICLE XVI

PERSONAL PROPERTY DAMAGE FUND

16.1 The City will deliver to the Association the sum of One Thousand (\$1,000.00) Dollars per year, on the first day of each year, to be independently administered by the Association as a fund for the reimbursement of Members whose personal property (exclusive of uniforms) is damaged or stolen as a result of the Member's activities while within the scope of employment. No accounting shall be required by the City from the Association.

16.2 **Bulletin Board** - The City shall furnish in the First Floor Call Room of Police Headquarters a SOA bulletin board. This bulletin board shall be at least three feet by four feet (3' x 4') in size, and shall have a transparent face side, and equipped with lock and key which shall be the property of the SOA.

16.3 **Police Custodian** - The City shall furnish custodial services for adequate maintaining and keeping clean Police facilities, including Headquarters, cell blocks, locker rooms, pistol range bathrooms, Officer's facilities and the like. Said custodial service shall be made available as required during weekends and other times when City Hall is closed to the general public.

16.4 **Sanitary Dining Facilities** - The City shall provide sanitary dining facilities for approximately five (5) Members during all shifts. All facilities and equipment of the Police Department shall be maintained in a safe and sanitary manner.

16.5 **Police Parking Lot** - The City agrees to make reasonable efforts to furnish Members with such parking space as may be reasonably available within a

reasonable proximity to Headquarters.

16.6 **Court Action Against Members** - In all civil or criminal actions in which a Member is a defendant for conduct arising within the scope of his/her employment, the City shall, at its cost and expense, furnish him/her competent counsel to defend him/her through the trial and appeal in accordance with the law and in the event of a judgment against him/her, the City will indemnify him/her, except in cases of criminal or intentional wrong. The City shall have the sole choice of the attorney.

In the event that a Member should choose to retain private counsel, he/she may do so at his/her expense except where it is inconsistent with or contrary to the City's interest or insurance coverage.

16.7 **Payroll Deduction** - As each pay check is delivered, the City shall deduct from the Member's pay all dues and assessments imposed by the Association, in accordance with the Rules and Regulations of SOA Local No. 216. All such deductions shall be remitted by the City to the proper officials of the Association once each month.

16.8 **No Mechanical Maintenance** - No Member shall be required to perform any mechanical maintenance or other service on any Police or other vehicle.

16.9 **Service Record** - Each Member's service records, commendations and general personal file shall be available for inspection by said Member. Upon the addition of any report or other writing to such file, notice thereof will be immediately given the Member in order that he/she may reasonably inspect such writing. The Department will maintain only one (1) service record or personal file per Member. The file shall contain no anonymous communications, unless they are the basis of formal

action.

16.10 All uncomplimentary communications from citizens concerning any Member shall be expunged after a three (3) year period of good conduct, unless they become the basis for formal action.

16.11.1 **Pistol Range** - In the event that by virtue of any municipal action, the present Police Pistol Range is rendered unusable, destroyed or for any reason no longer available for its present use, the City agrees to provide an equivalent range and permanent range house for the use of the Police Department as soon as is reasonably practicable.

16.11.2 The City further agrees to provide, if necessary, temporary adequate facilities pending permanent relocation in order to avoid any unreasonable interruption in the availability of range facilities.

16.12 **Union Representation** - Any Member may have the right to union representation when being questioned by the Chief of Police, or any other competent authority, in connection with any possible disciplinary or criminal matter.

16.13 **No Discrimination** - No Member shall be discriminated for or against, in matters of appointments, assignments, promotions, because of reasons of age, race, sex, creed, national origin, union affiliation or political interest except in cases where such factors are necessary for a legitimate Police function, in undercover, or infiltration, assignments or areas where the knowledge of a foreign language, the background, or the sex of the individual are helpful in fulfilling a Police function.

16.14 **No Religious Services** - No Police Officer shall be forced to participate in the religious services of his/her own or any other faith.

16.15 Suspensions - If a Member is suspended without pay for any reason and is later fully exonerated of the charges by a competent authority, he/she shall be reimbursed all pay he/she would have made had he/she remained working.

ARTICLE XVII

MATERNITY LEAVE

Female Police Officers shall advise the Employer of a pregnancy. The rights of a female Police Officer shall include but not be limited to the following provisions:

1. The female police officer shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. Upon recommendation of the female police officer's personal physician, said officer shall be temporarily transferred to an administrative position which she is capable of performing. The doctor shall be a physician of the female police officer's own choosing.
2. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.
3. The Female Police Officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes. At all times covered by this article the female police officer shall be maintained in the pension system with the employer paying the appropriate contributions to said system.
4. Upon return to active duty status, the female Police Officer shall be placed in the same position which she held before departing for maternity status.

ARTICLE XVIII

MISCELLANEOUS

18.1 **Term of Contract** - This Agreement shall take effect on January 1, 2004, except as otherwise specifically expressed herein and shall continue in full force and effect to and including December 31, 2006.

18.2 In the event that the City and the Association have not, by December 31, 2006 agreed upon the terms and conditions of employment of the Members of the Association for the contract period commencing January 1, 2007, then the terms and conditions of this contract of employment shall remain in full force and effect, without prejudice, until the negotiation, consummation and execution of said later contract.

18.3 **Prior Practices and Conditions** - All previous practices and conditions of employment which inure to the benefit of any Member and which are not herein enumerated or modified shall continue in full force and effect.

18.4 **Management Rights** - It is understood and agreed that any of the rights, powers, or authority the City had prior to the signing of this Agreement are retained by the City except those specifically abridged, granted or modified by this Agreement. Among these rights are the right to direct its Employees take disciplinary action, maintain efficiency of its operations, determine the methods, means and personnel by which its operations are to be conducted, take all necessary actions to carry out its organization and the technology of performing its work. The practical impact of the decisions of the above matters are subject to the grievance procedure herein set forth. Nothing in this **Article** shall alter or relieve the City of its obligations undertaken by this Agreement.

18.5 The parties agree that Superior Officers shall exercise their supervisory duties faithfully, irrespective of the fact that they are covered by this Agreement, and they

shall be objective in their dealings with all personnel subordinate to them, irrespective of their membership in the SOA.

18.6 Subject to availability from a private insurance carrier, the City will provide Members of the Association with false arrest insurance in accordance with the coverage presently in force. The City will notify the Association of any termination or discontinuance in the coverage.

18.7 Police Officers shall receive the current 1420 level of benefits or its equivalent including equivalent coverage recognition. The City guarantees payment and equivalent coverages for any payments due within the coverage without payment by the Employee.

18.8 Effective January 1, 1991 the City shall provide the currently existing health insurance benefits, employee and spouse coverage, to all post January 1, 1991 retirees until they reach age sixty-five (65). Employees who retire during the calendar year 1990 and elect to maintain health insurance coverage by paying the 1990 premium shall receive the above retiree coverage paid by the City effective January 1, 1991.

18.9 No current Employee shall be furloughed. If such occurs, the contract shall be reopened for the purposes of negotiating adjustments and shall go directly to Interest Arbitration. Arbitrator Martin Scheinman shall have continuing jurisdiction in this matter.

18.10 For the purpose of this contract the title of Director is synonymous with the title Chief.

18.11 The employer will indemnify all employees covered by this Agreement from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy and the invasion of civil rights.

Employees covered by this Agreement shall be fully indemnified and defended by the employer for all circumstances in which the employee renders first aid. Said coverage shall apply at all times within the State of New Jersey whether the member is on duty or off duty. Said coverage shall apply at all times where the member is on duty in or out of state.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the days and year first above written.

ATTEST:

CITY MANAGER:

[Handwritten Signature]

Cheryl G. Fuller

ATTEST:

ENGLEWOOD POLICE DEPARTMENT
SUPERVISORY OFFICERS ASSOCIATION

[Handwritten Signature]

LT WJ Hollan #137

SCHEDULE A

SOA SALARY SCHEDULE

	<u>EFF.</u> <u>1/1/2004</u>	<u>EFF.</u> <u>1/1/2005</u>	<u>EFF.</u> <u>1/1/2006</u>
<u>Sergeant</u>			
Step 1	\$ 88,487	\$ 92,740	\$ 96,542
2	90,331	94,659	98,540
3	95,303	99,835	103,928
<u>Lieutenant</u>			
Step 1	\$ 97,397	\$102,015	\$106,197
2	102,380	107,202	111,598
<u>Captain</u>			
Step 1	\$104,156	\$109,051	\$113,522
2	109,785	114,911	119,622