

AGREEMENT BETWEEN  
THE CITY OF ELIZABETH  
AND  
ELIZABETH SUPERIOR OFFICERS ASSOCIATION

July 1, 2009 – June 30, 2014

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AGREEMENT entered into this 13<sup>th</sup> day of May, 2010, by and between THE CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City," and the ELIZABETH POLICE SUPERIOR OFFICERS ASSOCIATION, hereinafter referred to as "Superior Officers, S.O.A. or the "Association."

ARTICLE I  
RECOGNITION

1. The City hereby recognizes the Association, 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 rank of Captain, Lieutenant and Sergeant, excluding all others.

2. Unless otherwise indicated, the terms "Superior Officer," "Superior Officers," "employee" or "employees," when used in this Agreement shall refer to persons represented in the above defined unit.

## ARTICLE II

### ASSOCIATION MAINTENANCE OF MEMBERSHIP

1. Employees covered by this Agreement and who are members of the Association at the time of execution, 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.

2. 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 forms and dues deduction authorization forms.

3. 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 the Agreement to the Association and the City. The City shall thereafter cease withholding any monies under such assignments.

ARTICLE III

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 Treasurer of the Association on a weekly basis.

6. The Association shall establish and maintain at all times, a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 34:13A-5.6 (L.1979, c.477, 2(c) and (3)) and membership in the Association shall be available to all employees in the unit on an equal basis at all times. 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 IV

GRIEVANCE PROCEDURE AND ARBITRATION

I. Procedure

Step 1. In the event that any difference or dispute arises between the City and the Association or the employees over the application or interpretation of the terms of this Agreement, an earnest effort shall be made within ten (10) working days after the occurrence of the grievance or employee knowledge thereof, to settle such difference immediately between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally. For the purpose of this Article the term "party", "parties", or "party or parties to the Agreement" shall refer to the Association and/or the City.

Step 2. If no satisfactory agreement is reached, then the grievance shall be reduced to writing and submitted to the employee's commanding officer.

Step 3. If no satisfactory agreement is reached within three (3) calendar days after Step 2, then a conference will be arranged with the Division Commander and/or Director or Designee.

Step 4.

(a) Should no acceptable agreement be reached within an additional three (3) calendar days, then the matter shall be submitted to the Director who shall have five (5) days to submit his/her decision. The Director's decision shall be given in writing to the aggrieved employee with a copy to the Association.

(b) The aggrieved employee has a right to representation by an official of the Association in Steps 1, 2, 3 and 4 above. The parties may, by mutual agreement, waive Steps 1, 2, 3 and 4.

Step 5. Arbitration



(a) Within two (2) weeks of the transmittal of the written answer by the Director, if the grievance is not settled to the satisfaction of both parties, either party to the Agreement, but not the employee, may request that the grievance be submitted to arbitration as hereinafter set forth.

(b) Either party may submit the grievance to P.E.R.C., the New Jersey State Board of Mediation, or the American Arbitration Association requesting that an impartial Arbitrator be appointed in accordance with their rules and regulations.

(c) The Arbitrator shall have the authority to hear the dispute and issue an award which shall be binding on both parties and the grievant. The Arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by both parties. Only the employer or the Association shall have the right to submit a grievance to arbitration.

## 2. General Provisions

Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself provided notification of all meetings, steps and grievances answers are given to the Association and a member of the Association is given the opportunity to be present at all steps of the grievance procedure. The employee, however, may not demand arbitration. The steps provided for herein may be waived by mutual agreement of the parties.

ARTICLE V

WORK WEEK

1. It is agreed that the normal work week for employees performing police department duties shall be Monday through Sunday, for a maximum average total of 40 hours per week.

2. Work schedules shall be at the discretion of the Director. 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.

3. Employees assigned to the Patrol Division will be scheduled on a seniority basis.

4. In non-emergency situations, unless mutually agreed upon by the affected employee, a normal work week's notice will be given for any changes in the assigned days or hours to be worked by said employee.

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

6. The parties agree to a four and four schedule for patrol and a four and three schedule for detectives working in an investigative capacity and other special units. The City shall provide the S.O.A. with advance notice of work hour changes. Advance notice shall mean seven (7) calendar days except when such notice is not possible. Upon demand, the Director shall meet and discuss such work hour changes with the S.O.A.

7. It is agreed and understood that officers assigned to the 4-4 work schedule shall work a schedule based upon a 16-day regularly recurring work period consisting of four 11-hour tours of duty, followed by four days off, followed by four 11-hour tours of duty, followed by four days off. Employees who are assigned to the 4-3 work schedule shall work a schedule

based upon a 14-day regular recurring work period consisting of four 10-hour days on duty, followed by three days off, followed by four 10-hour days on duty, followed by three days off.

It is understood and agreed that these schedules constitute regular, recurring work periods of 16 and 14 days' duration, respectively, within the meaning of Section 7(k) of the federal Fair Labor Standards Act.

## ARTICLE VI

### OVERTIME

1. Whenever an employee works in excess of his/her regularly assigned work week or work schedule, in addition to any other benefits to which he/she may be entitled, he/she shall receive overtime pay for such work at one and one-half times the base hourly rate which he/she received for his/her regularly assigned duty in accordance with the City ordinance. In the event of an official emergency, overtime will be compulsory.

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

3. Payment for overtime work shall be made in the week following the week in which the overtime work was performed.

4. When an employee has finished his/her tour of duty, and is excused from duty but later is recalled to his/her official police duties, he/she shall be guaranteed a minimum two (2) hours pay at time and one-half (the equivalent of three hours pay at straight time). This provision shall not apply to court appearances in civil actions.

5. Off duty police action shall be compensated in accordance with the Agreement from the commencement of the employee's involvement in the incident while in the City of Elizabeth.

## ARTICLE IX

### CLOTHING ALLOWANCE

1. 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/her commanding officer, if an employee's clothing or equipment is judged to be in need of replacement, he/she shall be obliged to replace it.

2. There shall be no change in uniform or uniform specifications during the contact period unless the City and the S.O.A. agree to change in writing, with the initial cost to be borne by the City.

3. The S.O.A. and its members agree that no future request or proposal shall be made for a stand-alone benefit in the Agreement related to the cost for clothing, uniforms and/or equipment.

ARTICLE VII

HOLIDAYS

1. An employee not required to work shall nevertheless receive wages based upon their regularly scheduled work day. As such, an officer working an eight (8) hour day shall receive eight (8) hours pay, an officer working a ten (10) hour day shall receive ten (10) hours pay, an officer working an eleven (11) hour day shall receive eleven (11) hours pay, etc. for 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/she is on the job and available for work on his/her last full scheduled work day before and his/her first full scheduled work day after the holiday, even if 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 the day celebrated as the holiday. And provided further, the employee shall be required to take time off only if he/she has in excess of ten (10) days due him/her.

3. When an employee works on any of the above holidays or if the holiday falls within the employee's vacation period, he/she is credited with a day of time off to be awarded at a future date to be determined by his/her commanding officer. Holiday time shall be credited by mutual agreement of the employee and his/her commanding officer. Effective July 1, 2010, employees earning holiday time off under Section 1 of this Article, may cash in up to ten (10) days of holiday time. Up to five days to be paid the first pay period in July, and up to the remaining amount of days (not to exceed 10 for the year) to be paid the second pay period in November. The hours cashed out shall be deducted from the employee's holiday time allotment. An employee seeking to cash out holiday time or vacation time under this Section must submit a written request to the Director or his designee no later than June 1<sup>st</sup> for the July days and September 1<sup>st</sup> for the December days.

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

## ARTICLE VIII

### LONGEVITY

1. All full-time, permanent employees of the Police Department, 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 1st and June 30th, he/she 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/she 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 yr. - 2%

10th year of employment to completion of 14th yr. - 4%

15th year of employment to completion of 19th yr. - 6%

20th year of employment to completion of 24th yr. - 8%

25th year of employment and over - 12%



## ARTICLE X

### INSURANCE AND LEGAL REPRESENTATION

1. 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 and directly related to the lawful exercise of police powers in furtherance of his official 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 the complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he/she shall be reimbursed for the expense of his defense.

#### 2. ACTIONS:

- A. The City agrees to continue in full force and effect insurance coverage now provided by the City to benefit and cover employees, provided said coverage is available to the City.
- B. The City agrees to provide employees with the necessary means for the defense of any action or legal proceeding, civil or criminal in nature arising out of and directly related to the lawful exercise of police powers in furtherance of his official duties. The City and President of the S.O.A. will agree on the legal counsel retained for the members of the bargaining unit. "Necessary means for the defense of any action or legal proceeding" within the context of this subparagraph 2.b of Article X of this contract shall mean, 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, the services of an attorney of the employee's choosing, 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/her own selection to defend him/her against any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in furtherance of his/her official 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 and directly related to the lawful exercise of police powers in furtherance of his/her official 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.

- C. In the event of the award of a judgment against a member of the bargaining unit covered by this Agreement for punitive or exemplary damages, subject to the provisions of the preceding paragraph, the member may through his/her bargaining representative petition the City Council of the City of Elizabeth for indemnification for the payment of such punitive or exemplary damage judgment. The decision of City Council on the petition shall be final and non-appealable to

any other forum. At such hearing on such petition, the bargaining representative shall be entitled to present to City Council any information in support of his/her member's position which would justify payment of such punitive or exemplary damage judgment by the City.

D. All insurance policies insuring members of the bargaining unit covered by this Agreement are public records on file with the City Clerk, and are subject to examination during normal business hours.

E. To the extent that the provisions of the above clause are altered by a 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.

3. Criminal, Quasi-Criminal and Disciplinary action commenced by the City.

A. 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.

B. 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.

C. Notwithstanding anything herein above contained to the contrary in subparagraphs A and B of paragraph 3 of this Article, 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 B of

paragraph 3 of this Article, is dismissed or finally determined in favor of that member, he/she shall be reimbursed for the expense of his/her defense.

4. This Article shall be interpreted in accordance with all applicable laws, and with

~~all legal and ethical requirements concerning the provision of legal representation.~~

## ARTICLE XI

### HEALTH INSURANCE

1. All employees covered by this Agreement and eligible members of their families 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. Effective July 1, 2010, active employees will contribute 1.5% of their base salary as of March 25, 2010 on a pre-tax basis. The 1.5% shall be based on an officer's base salary as of July 1, 2009. Employee contributions will remain constant each year of the Agreement at the July 1, 2009 base salary. The 1.5% of base salary contribution will cease upon expiration of the Agreement, at which time any contributions required by law, including those currently provided by P.L. 2010, c.2, will commence.

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

- (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 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. For those employees who are members of a State or locally-administered retirement system prior to May 21, 2010, 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 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 twenty-five (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. For those employees who become a member of a State or locally-administered retirement system on or after May 21, 2010, the employee shall pay in retirement 1.5 % of the retiree's monthly retirement allowance as provided by law. The City hereby agrees to pay the remaining premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program 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 twenty-five (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.

5. 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. Effective January 1, 2004 employees shall pay a prescription co-pay of \$5.00. Effective March 1, 2006, the prescription drug plan shall be as follows: (i) Retail (Participating Pharmacies up to 30 day supply) – generic mandated unless there is no generic equivalent with generic co-pay of \$5.00 and brand name co-pay of \$5.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay; (ii) Mail order (Up to a 90-day supply) – mail order co-pay generic \$0.00, brand name \$ 0.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay. A doctor certification must be prepared stating the generic is not acceptable. In the event that a brand name drug is specifically prescribed, the co-pay shall be at the generic rate.

6. 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.

7. Employees will be entitled to coverage under the City's vision care program.

8. Any proposed change in the insurance program(s) sought or initiated by the City shall have as the condition precedent a sixty (60) day notice period given to the S.O.A. At the time of the initial notice of the intended change, the City shall supply the S.O.A. with full details of the proposed change including, but not limited to, the full insurance plan document and all materials necessary to fully evaluate the program. This provision shall not apply to proposed changes sought or initiated by the insurance carrier; in which case, the City shall provide notice to the S.O.A. as soon as possible.

9. The City shall comply with all requirements set forth in the New Jersey Worker's Compensation Statute, N.J.S.A. 34:15-1 et seq., regarding medical treatment for on-the job injuries. (Refer also to Article XXII, Injury Leave).

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



ARTICLE XII

VACATION

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

LESS THAN FIFTEEN (15) YEARS OF CONTINUOUS SERVICE

Sergeants and above	25 working days
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FIFTEEN (15) CONTINUOUS YEARS OF SERVICE AND OVER

Sergeant	26 working days
Lieutenants	27 working days
Captains	28 working days

2. 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.

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 January through the 31st day of December 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 day of retirement. It is understood and agreed that the retiring employee must give sufficient notice of retirement to enable him/her 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/her death, his/her widow(er) or his/her estate, shall receive the earned vacation pay on the same basis as an employee who is retiring.

7. The widow(er) 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

1. 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 time requested. Leaves may be granted or denied at the discretion of the Director. Extensions of such leaves may be granted provided that the employee requests the Director to grant an extension. Said requests must be made at least two (2) weeks prior to the date on which the initial leave or subsequent leaves would terminate. 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.

2. 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, which is not authorized by a specific grant of leave of absence under this provision shall be deemed to be an absence without leave. Any employee who absents himself for five (5) consecutive working days without authorized leave shall be deemed to have resigned, unless such absence is held justifiable by the Director, subject to the Grievance Procedure.

3. Childbirth leave without pay for a period of not more than one (1) year may be granted to any employee for the birth or adoption of a child. This provision shall be interpreted in accordance with the Civil Rights Act of 1964, as amended. The City also agrees to comply with the New Jersey and Federal family leave laws.

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

## ARTICLE XIV

### ASSOCIATION NEGOTIATION COMMITTEE

1. Up to two (2) members of the Association Negotiation Committee shall be granted time off from duty and shall suffer no loss of regular pay for meetings between the City and the Association for purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty, provided that attendance at said meetings does not adversely impact the operations of the police department.

2. Up to two (2) members of the Negotiations Committee shall be granted reasonable time off from normally assigned duties in order to prepare for scheduled negotiations with the City. Such time off shall be granted provided permission is first obtained from the Director of Police or his designee and provided that it does not unreasonably disrupt department operations. ~~The Director of Police or his designee shall not unreasonably withhold permission~~ for time off pursuant to this paragraph. The names of the negotiating committee shall be given to the Director of Police.

ARTICLE XV

FUNERAL LEAVE

1. Leave with pay, not to exceed five (5) days, shall be granted to an employee in the event of the death of the employee's current spouse, children, step or foster children, brothers, sisters, parents of an employee, and any dependents other than those previously identified residing in the employee's household. For purposes of this provision, a "dependent" is any individual whom the employee may claim as a dependent for federal income tax purposes.

2. Leave with pay, not to exceed three (3) days, shall be granted to an employee in the event of a death of the employee's current parents-in-law, current brothers-in-law, current sisters-in-law, or grandparents, or grandchildren of employee or current spouse.

3. One (1) working day of Funeral leave shall be allowed in the event of a death of a blood-related aunt or uncle.

4. Special cases will be referred to the Director.

5. Leave with pay as provided for in this section is intended to be used for the purposes of handling necessary arrangements and attending the funeral of the deceased member of the immediate family and shall not be accumulated. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

## ARTICLE XVI

### SENIORITY

1. Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hire. An employee's length of service shall not be reduced by the time lost due to an 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.

2. 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 XVII

BAN ON STRIKES

1. It is recognized that the prevention of crime, the preservation of law and order and protection of life and property are 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.

2. Since adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement, the 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 suspensions of or interferences with normal work performance.

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



## ARTICLE XVIII

### FLEXIBILITY OF ASSIGNMENT

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

2. An exception can be made where employees are on the medical "limited duty" list and cannot perform a particular duty.

3. Employees who act in a higher rank must be paid for such work at the higher rank rate of pay, but the employees' longevity shall be based on his/her pay in her/his permanent position. Temporary relief assignments, such as, but not limited to, meal periods, shall not entitle employees to higher rank pay.

4. A clear delineation of the Elizabeth Police Department policy relative to Superior Officers working in an "Acting Capacity" is as follows:

a. A Patrol Desk Lieutenant vacancy will be the only position which must be filled automatically with an "Acting" Desk Lieutenant. All other superior vacancies in all other units and divisions in the Police department will be filled with "Acting" superiors only after receiving approval from the Director, Chief, Deputy Chiefs or the next person in the chain of command, as stipulated in General Order #62-3 (part 1 only) dated October 30, 1973.

b. The position of Patrol Desk Lieutenant will be filled in the following order:

i. When a Patrol Desk Lieutenant becomes vacant, the Field Lieutenant or other Patrol Duty Lieutenant shall automatically fill in as Desk Lieutenant.

ii. When the Patrol Desk Lieutenant position becomes vacant and there is no Patrol Duty Lieutenant to fill the position, an off duty Lieutenant must be offered the vacant tour of duty on an overtime basis.

iii. If there is no Lieutenant to fill the vacant Desk Lieutenant position, the senior on-duty Field Sergeant must automatically assume that "Acting" Desk Lieutenant's position and receive lieutenant's pay.

iv. If the removal of a Field Sergeant results in a serious shortage of field supervisors, an off-duty Sergeant must be assigned to the field on an overtime basis.

v. In the event special circumstances make it necessary for an off-duty Sergeant to be called to work the patrol desk assignment, the Sergeant shall be paid at a Lieutenant's pay at the rate of time and one half.

c. When the position of Communication Sergeant becomes vacant, the Senior on-duty Field Sergeant, or other on-duty Sergeant, shall automatically fill in as Radio Room Sergeant.

i. When the position for Communication Sergeant becomes vacant, and removal of an on-duty Field Sergeant, or on-duty other Patrol Duty Sergeant, results in a shortage of Field Sergeants, an "off duty" Sergeant must be offered the vacant tour on an overtime basis.

ii. If, after exhausting all efforts to replace a Communication Sergeant as provided for above, no "off-duty" Supervisor can be found to fill the Radio Room vacancy, then, in such event a Patrol Officer shall fill the vacancy.

ARTICLE XIX

WAGES

Annual salaries for covered employees shall be as follows<sup>1</sup>:

Effective July 1, 2009 – 0% Increase

POLICE CAPTAIN	
1 <sup>st</sup> year of employment:	\$113,211.00
2 <sup>nd</sup> year of employment:	\$121,826.00
POLICE LIEUTENANT	
1 <sup>st</sup> year of employment:	\$103,047.00
2 <sup>nd</sup> year of employment:	\$109,914.00
POLICE SERGEANT	
1 <sup>st</sup> year of employment:	\$90,449.00
2 <sup>nd</sup> year of employment:	\$94,399.00
3 <sup>rd</sup> year of employment:	\$99,589.00

Effective July 1, 2010 – 3.25% Increase

POLICE CAPTAIN	
1 <sup>st</sup> year of employment:	\$116,890.00
2 <sup>nd</sup> year of employment:	\$125,785.00
POLICE LIEUTENANT	
1 <sup>st</sup> year of employment:	\$106,396.00
2 <sup>nd</sup> year of employment:	\$113,486.00
POLICE SERGEANT	
1 <sup>st</sup> year of employment:	\$93,389.00
2 <sup>nd</sup> year of employment:	\$97,467.00
3 <sup>rd</sup> year of employment:	\$102,785.00

<sup>1</sup> Effective July 1, 2011, the differential for a Sergeant will be 24.356% and a Lieutenant, 9.923%. Effective July 1, 2012, the differential for a Sergeant will be 24.864% and a Lieutenant, 9.483%. Effective July 1, 2013, the differential for a Sergeant will be 25.364%, a Lieutenant, 9.113% and a Captain, 10.77%.

Effective July 1, 2011 – 3.25% Increase

POLICE CAPTAIN  
1<sup>st</sup> year of employment: \$120,689.00  
2<sup>nd</sup> year of employment: \$129,873.00

POLICE LIEUTENANT  
1<sup>st</sup> year of employment: \$109,854.00  
2<sup>nd</sup> year of employment: \$117,174.00

POLICE SERGEANT  
1<sup>st</sup> year of employment: \$96,424.00  
2<sup>nd</sup> year of employment: \$100,635.00  
3<sup>rd</sup> year of employment: \$106,596.00

Effective July 1, 2012 – 3.25% Increase

POLICE CAPTAIN  
1<sup>st</sup> year of employment: \$124,612.00  
2<sup>nd</sup> year of employment: \$134,094.00

POLICE LIEUTENANT  
1<sup>st</sup> year of employment: \$113,424.00  
2<sup>nd</sup> year of employment: \$120,982.00

POLICE SERGEANT  
1<sup>st</sup> year of employment: \$99,557.00  
2<sup>nd</sup> year of employment: \$103,905.00  
3<sup>rd</sup> year of employment: \$110,503.00

Effective July 1, 2013 – 3.25% Increase

POLICE CAPTAIN  
1<sup>st</sup> year of employment: \$124,613.00  
2<sup>nd</sup> year of employment: \$138,452.00

POLICE LIEUTENANT  
1<sup>st</sup> year of employment: \$117,110.00  
2<sup>nd</sup> year of employment: \$124,990.00

POLICE SERGEANT  
1<sup>st</sup> year of employment: \$102,793.00  
2<sup>nd</sup> year of employment: \$107,282.00  
3<sup>rd</sup> year of employment: \$114,551.00

## ARTICLE XX

### EDUCATION

1. A. Employees enrolled for an associate's or a bachelor's degree program as a matriculated student in one of the following majors: criminal justice; public administration or political science shall be reimbursed as set forth below for the cost of tuition or part thereof at the State College rate when approved in advance, in writing by the Director. Such approval will not be unreasonably withheld. Whatever funds are designated and available to reimburse employees for the expense of taking police-related courses shall be allocated to such employees by the Director after consultation and agreement with the S.O.A.

B. Reimbursement will be as follows:

- (a) any grade of B or better, 100 % of State College rate.
- (b) a grade of C or better, 75% of State College rate.
- (c) a grade less than a C, no reimbursement.

2. Every effort will be made to adjust an employee's schedule when necessary so that he/she may 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 XXI

### RULES AND REGULATIONS

1. 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. The S.O.A. shall receive copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement. Notice shall be furnished to the S.O.A. at least forty-eight (48) hours prior to their implementation. Provision of such notice shall not be construed as an admission by the City of an obligation to negotiate with regard to the subject matter of said order, rule, regulation or communication. It is understood that application of this Agreement shall not in any way hamper enforcement of the departmental rules and regulations.

2. It is understood that employees shall comply with all rules and regulations of the Department and orders or directives issued by the Director or his/her designee. 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 and may later file a grievance which shall be handled in accordance with the Grievance Procedure set forth in Article IV of this contract.

3. 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 taken by the superior officer within the framework of

department rules and regulations. Any action taken is subject to the right of the employee or employees to file a grievance.

ARTICLE XXII

INJURY LEAVE

1. Whenever an employee 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 or Worker's compensation insurance received by the Employee shall be credited toward the pay referred to in paragraph 1 of this Article.

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/her employment, the employee must notify the Director immediately upon institution of suit.



## ARTICLE XXIII

### SICK LEAVE

1. 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: The City 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 XXIV

DISCIPLINE AND DISCHARGE

1. It is agreed that nothing herein shall in any way prohibit the Director from discharging or otherwise disciplining any employee, regardless of his/her seniority, for just cause subject to Department of Personnel Rules and Regulations.

2. In the event an employee receives discipline not to exceed five (5) days suspension, to the extent permitted by law, the disciplinary action may be subject to the Grievance and Arbitration provision herein.

ARTICLE XXV

ASSOCIATION BUSINESS LEAVE

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

2. For so long as he/she shall hold office, the President of the Association shall have a permanent day shift assignment to insure his/her immediate availability and attention to problems which may arise from time to time in the conduct of Police Department business.

ARTICLE XXVI

MISCELLANEOUS

1. Effective July 1, 1998, the Firearms Instructor/Armorer will receive additional compensation of \$2,100.00 per year.

2. Effective July 1, 2005, any officer with more than seven (7) years of experience with the City of Elizabeth Police Department as of January 1, 2005, will receive an annual stipend of \$2,100.00 for working the night shift (i.e., the work shift that begins at 8:00 P.M.) to be paid on the first pay date in December, provided the employee has to work a minimum of ten (10) months in the calendar year on that shift to be eligible for the stipend.

3. Effective July 1, 2006, the stipend shall increase to \$2,350.00 for eligible officers, as set forth above, with seven (7) years of service with the Elizabeth Police Department as of January 1, 2006.

4. Effective July 1, 2007, the stipend shall increase to \$2,600.00 for eligible officers, as set forth above, with seven (7) years of service with the Elizabeth Police Department as of January 1, 2007.

5. Effective July 1, 2008, the stipend shall increase to \$2,850.00 for eligible officers, as set forth above, with seven (7) years of service with the Elizabeth Police Department as of January 1, 2008.

6. OFFICER RIGHTS

a. During the course of their employment, members of the Police Department exercise a portion of the police powers of the municipality.

b. Inasmuch as police powers and duties involve interaction with the public, it is possible that complaints and questions about an officer's action may arise. A complaint or question may result in an internal investigation. An investigation will be conducted in an impartial and fair manner.

c. All complaints must be professionally, objectively and expeditiously investigated in order to insure a proper and just disposition.

d. Any officer who is the subject of an investigation will be notified immediately.

e. An officer who is the subject of any investigation will retain his or her constitutional rights as interpreted by the United States Supreme Court.

f. No officer will be required to submit to a polygraph test.

g. An officer may be required to answer questions related to an investigation to the extent that those answers do not conflict with the officer's constitutional right against self-incrimination. Any questions asked must be narrowly and directly related to the performance of the officer's duties and the ongoing investigation. The officer's right against self-incrimination does not include the right to refuse to answer on the grounds that the officer's answer may reveal a violation of a department policy, rule, or regulation that is not a criminal offense.

h. In a situation where the officer utilizes deadly force, a police officer will be provided a forty-eight (48) hour delay before being interviewed with respect to any internal affairs investigation. An officer, however, will be required to provide any necessary information for law enforcement purposes.

i. An officer must, when so ordered, submit a report detailing his understanding and knowledge of the relevant facts surrounding the investigation. Failure to do so shall be considered an act of insubordination.

j. An officer has the right to have a collective bargaining representative or a personal representative present during any questioning and when preparing reports in connection with an investigation under this Article after the investigation has commenced.

k. Any questioning must be conducted in an orderly, non-threatening manner and must be of reasonable duration. The questioning shall be reasonable in length and shall include reasonable respites. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

l. The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations will be provided. If it is known that the member of the department is being interrogated as a witness only, he/she will be so informed at the initial contact.

m. Procedures shall be developed to limit the distribution of an employee's home address and telephone number.

## ARTICLE XXVII

### SEVERABILITY CLAUSE

In the event that any Article or portion of this Agreement is declared invalid by any court of competent jurisdiction, or invalidated by the judicial determination of any court of competent jurisdiction, said Article or portion of this Agreement shall have no force or effect. However, the invalidity of any Article or portion of this Agreement shall not affect the validity of any remaining Articles or portions of this Agreement, same remaining in full force and effect for the duration of this contract. If a provision of this contract is deemed invalid, then the parties shall meet within a reasonable time to negotiate a provision to replace the provision declared invalid.

ARTICLE XXVIII

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. 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 XXIX

### MANAGEMENT RESPONSIBILITY

1. 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 through its 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.

2. To the extent permitted by law, City-wide benefits granted during the life of this Agreement will include employees covered by this contract.

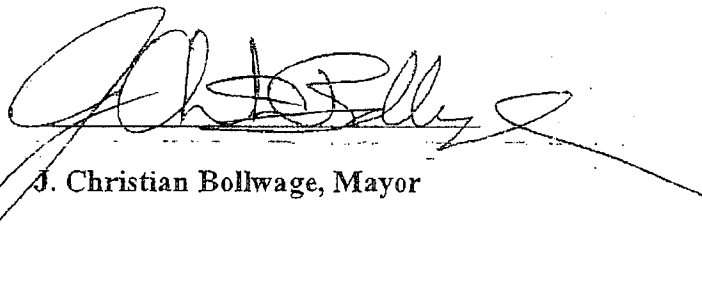
ARTICLE XXXI

TERM OF AGREEMENT

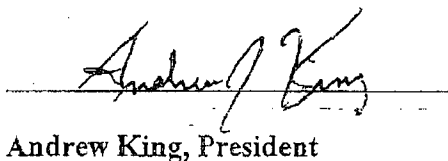
This Agreement shall be in full force and effect from July 1, 2009 through June 30, 2014.  
If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than ninety (90) days prior to such expiration date.

CITY OF ELIZABETH

ELIZABETH SUPERIOR  
OFFICERS ASSOCIATION

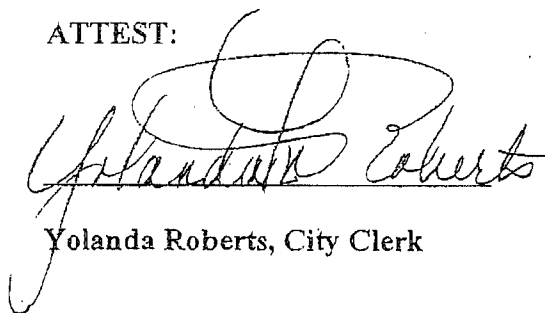


J. Christian Bollwage, Mayor

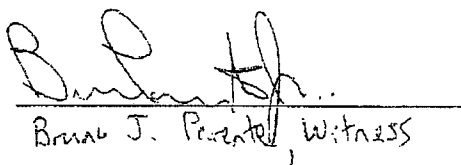


Andrew King, President

ATTEST:

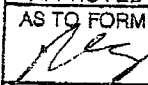



Yolanda Roberts, City Clerk



Brian J. Parente, Witness

Date: August 3, 2012

CITY OF ELIZABETH
APPROVED
AS TO FORM

PHYSICAL CONDITIONS
TERMS & CONDITIONS

DESCRIPTION