

#723

**AGREEMENT BETWEEN
CITY OF BRIGANTINE
ATLANTIC COUNTY, NEW JERSEY**



**POLICEMEN'S BENEVOLENT
ASSOCIATION
LOCAL NO. 204**

JANUARY 1, 1996 - DECEMBER 31, 1998

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Preamble

THIS AGREEMENT entered into this _____ day of _____ 1996, by and between the **City Of Brigantine**, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "**City**" and **Policemen's Benevolent Association, Local No. 204**, duly appointed representative of the Police Department of the City of Brigantine, hereinafter called the "**Association**", represents the complete and final understanding on all bargainable issues between the City and the Association.

ARTICLE 1

PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1974, (N.J.S.A. 34:13a-5.1 et. seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and the employees to provide for the resolution of legitimate grievance; to prescribe the rights and duties of the City and the employees, and all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Brigantine, its employees and the City.

ARTICLE 2

RECOGNITION

A. The City recognizes the Association as the exclusive negotiating agent and representative for all uniformed Police Officers, non-uniformed Police Officers assigned to Detective Unit, Sergeants, Lieutenants, and Captains, excluding the Chief of Police, Deputy Chief of Police, all other personnel employed by the City of Brigantine Police Department and employees employed by the City of Brigantine.

B. The title "Policeman", "Police Officer", or "Employee" shall be used interchangeably and shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females, uniformed members and non-uniformed members assigned to plain clothes.

ARTICLE 3

MANAGEMENT RIGHTS

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

1. The Executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may, from time to time, be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for and/or the effective to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, and subject to the provisions of the law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work will be inefficient and non-productive.

7. The City reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules and regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE 4

NON-DISCRIMINATION

A. The City and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation, or physical or mental disability, so long as said disability does not prevent the individual from performing his duties as an employee.

B. The City and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE 5

STRIKES

A. The Association assures and pledges to the City that its goals and the purposes are such as to condone no strikes by public employees, or any work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey.

B. The Association will not initiate such activities nor advocate or encourage members of the unit to initiate them.

C. The Association will not support anyone acting contrary to this provision.

ARTICLE 6

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application, or alleged violation of this Agreement, policies, rules and regulations or administrative decisions affecting an employee, or the Association.

2. No grievance may proceed beyond **Step Three** herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond an individual employee or group of employees, interpretation, application, or alleged violation Agreement, policies, rules and **Step Three** herein the following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual written consent:

Step One: The aggrieved or the Association shall institute action under the provision hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to

act within in said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the Chief of Police, the aggrieved employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Chief of Police or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated, the rule or regulation violated, or the administrative decision violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance.

Step Three: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the City Manager within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. Within fifteen (15) days of receipt of the grievance, a meeting will be held between the City Manager, or his designated representative, the Association and the aggrieved. In this meeting, the aggrieved may present his grievance and any arguments in his behalf, the City Manager or his designated representative may present any arguments concerning the grievance, and the Association may present any arguments concerning the grievance. The City Manager shall respond in writing to the grievance within ten (10) calendar days of the date of the meeting.

Step Four: If the grievance is not settled through **Step Three**, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the City Manager, the designated Association representatives shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Brigantine Police Department or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE 7

DUES DEDUCTION AND AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:114-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Payroll Dept.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Payroll Dept. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of

the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice to the City and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the City or employee requesting same.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the

official notification on the letterhead of the Association and signed by the president of the Association, advising of such changed deduction.

M. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the City after it has satisfied itself that the Association is a proper majority representative.

ARTICLE 8

ASSOCIATION RIGHTS

A. Upon prior notice to an authorization of the Police Chief or his designated representative, the designated Association representatives shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the Grievance Procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the City of Brigantine Police Department or require the recall of off-duty employees.

B. Up to a maximum of two (2) designated representatives of the Association shall be permitted time off to attend negotiating sessions. Said representatives shall receive approval from the Chief of Police to be absent from duty and shall be in uniform and subject to call during negotiating sessions. The Association shall inform the City in writing of the names of such representatives and any change of such representatives. The provisions of this paragraph insofar as it pertains to the negotiating representatives being subject to call pertains only to such negotiating representative who is actually on duty at the time of such negotiating session with the City.

ARTICLE 9

P.B.A. STATE MEETINGS

A. The state Delegate and President of the Association shall be granted leave from city with full pay for twelve (12) meetings year of the P.B.A. State Association when such meetings take place at a time when such officers are scheduled to be on duty, or have been on duty, provided the affected delegate gives at least five (5) working days notice to the Chief through the chain of command to secure another employec to work in his place. Any additional meetings, upon notice, must have the approval of the Chief of Police, or his designated representative.

B. The State Delegate and two (2) alternate delegates shall be permitted leave from duty, without loss of pay, to attend the State P.B.A. convention and one (1) State P.B.A. mini-convention; maximum leave of five (5) days each. Adequate travel time shall be permitted so that there is no schedule and travel conflict when going to or coming from P.B.A. leave. The city reserves the right to cancel vacations during the period of said convention if there is, in the City's opinion, a manpower shortage.

C. Any representative so designated under this article shall not switch tours in order to receive pay for the purpose of attending said meetings under this Article, and no employee switching tours under this Article shall be entitled to receive overtime compensation caused by the switching of tours.

ARTICLE 10

BULLETIN BOARDS/USE OF CITY EQUIPMENT

- A. The City shall provide a bulletin board for the use of the P.B.A. and its members.
- B. The City may have removed from the bulletin board any material which it deems offensive.
- C. The City also permits the use of office equipment, photocopiers, typewriter, etc., for official Association business, provided that the officer using said equipment shall not be on duty at the time. Any damage to any equipment caused by negligence during Association use shall be the responsibility of the Association.

ARTICLE 11

RIGHTS OF EMPLOYEES

A. If a member of the Department is being investigated, the member shall be informed of the nature of the investigation before any interrogation of that member commences. If it is known that the member of the Department is being interrogated as a witness only, he should be so informed at the initial contact.

B. Employees shall not be compelled to make any verbal or written statement without prior notification of any pending charges or disciplinary action. Employees shall have the right to consult an attorney and/or the Association before given any verbal or written statement concerning any pending investigation or charges involving said employee.

C. The interrogation of a member of the Department shall be at a reasonable hours, preferably when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise.

D. The interrogations shall take place at a location designated by the Chief of Police.

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

F. The member of the Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answer questions.

G. The complete interrogation of the member of the Department may, upon request of either party and at the expense of the requesting party, be recorded mechanically or by a department stenographer. In such cases, there will be no "off-the-record" questions.

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

I. The Department shall afford a reasonable opportunity for a member of the Department if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of departmental rules and regulations during the interrogation, unless the member is being interrogated as a witness only.

J. Employees shall not be suspended without pay until after said employee has had a Department Hearing pursuant to title 40A of the New Jersey State Statutes and has been found guilty, unless, however, the superior officer in charge considers the suspension of the employee an immediate necessity for the safety of the public or the welfare of the Department. If the employee is not entitled to a hearing under title 40A or department rules and regulations, or the employee waives his right to said hearing, the City shall have the right to suspend the employee without pay.

K. Should a violation occur which deems it necessary for a hearing to take place, the Hearing Officer shall render a written decision no later than 120 days after the final hearing day.

ARTICLE 12

PERSONNEL FILES

A. The City shall establish personnel files which shall be maintained by the City Personnel Officer under the direction and control of the City Manager and Chief of Police.

B. Upon prior notice to and authorization of the City Manager or the Chief of Police or his designee, all employees shall have access to any of their individual personnel files(s). Any such request shall not be unreasonably denied.

C. The City shall not insert any adverse material into any file of the employee, unless the employee has had an opportunity to review, sign, receive a copy of, and comment in writing upon the adverse material, unless the employee waives these rights.

D. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into any of his individual personnel file(s), and said response shall also be placed in said personnel file or files attached to the respective complaint, negative report, or disciplinary warning.

ARTICLE 13

DISCHARGE AND SUSPENSION

A. Disciplinary warnings or charges will be issued in writing to the employee and a copy given to the Association and the City Personnel Officer. All Written warnings or charges, including suspensions and discharges, shall contain the reason or reasons for the City's actions. No grievance disputing the warning will be considered unless it is submitted in writing within fifteen (15) calendar days of its issuance.

B. No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The City will provide the Association with the written decision at the time disciplinary action is taken.

C. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the City in writing within fifteen (15) calendar days of the disciplinary action; otherwise, the same will be considered to have been made for just cause.

D. The Association may grieve and obtain binding arbitration under the provisions of this Agreement as to whether an employee has been discharged, suspended or otherwise disciplined for just cause in accordance with law.

ARTICLE 14

OUTSIDE EMPLOYMENT

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty.

B. It is understood that full-time employees will consider their position with the City as their primary job. Any outside employment must not interfere with the employee's efficiency in his position with the City and must not constitute any conflict of interest.

C. No employees planning to or engaging in outside employment during the off-duty hours shall be permitted to wear the regulation City uniform.

D. All outside employment shall be approved by the Chief of Police.

ARTICLE 15

SCHEDULED WORK WEEK

A. The scheduled work week for all employees covered by this Agreement shall be a forty (40) hour work week. (Averaged by the work week schedule to be as close as possible).

B. If employees are required to work a number of shifts in excess of the work week provided in Section A. above, all employees working that shift shall be entitled to overtime compensation.

C. Employees who work less than a forty hour work week (2080) hours per year will, in exchange, satisfy their individual firearms qualification without extra compensation (up to eight (8) hours per year).

ARTICLE 16

SALARIES

A. Effective the first pay of each year, the annual base salaries to be paid for the following employees of the City hired on or after January 1, 1994, and covered by this agreement shall be set forth below:

<u>Classification</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>
<u>Patrol Officer</u>			
First Year	\$27,000.00	\$27,000.00	\$28,000.00
Second Year	\$31,511.00	\$32,000.00	\$33,200.00
Third Year	\$36,023.00	\$37,000.00	\$38,400.00
Forth Year	\$40,534.00	\$42,000.00	\$43,600.00
Fifth Year	\$45,046.00	\$47,073.00	\$48,838.00

B. Effective the first pay of each year, the annual base salaries to be paid for the following employees of the City hired prior to January 1, 1994, shall be set forth below:

<u>Classification</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>
<u>Patrol Officer</u>			
Third Year	\$45,046.00	\$47,073.00	\$48,838.00
<u>DETECTIVE</u>	\$47,298.00	\$49,426.00	\$51,279.00
<u>SERGEANT</u>	\$49,550.00	\$51,780.00	\$53,722.00
<u>LIEUTENANT</u>	\$54,504.00	\$56,957.00	\$59,093.00
<u>CAPTAIN</u>	\$59,956.00	\$62,654.00	\$65,004.00

ARTICLE 17

OVERTIME

A. All time worked in excess of the assigned duty shift shall be overtime.

B. All time worked in excess of the assigned work week shall be overtime..

1. Assignments for individual firearms qualification are excluded from overtime payment (up to eight (8) hours per year).

C. If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal shift. The City shall have the right to retain the employee on duty for the minimum time period.

D. At the option of the employee, with prior approval of the Chief of Police, an employee may take accrued overtime as compensatory time, to be scheduled through the chain of command. The decision whether or not to allow an employee to take compensatory time between July 1 and Labor Day shall be at the sole discretion of the Chief of Police. Compensatory time will be earned at the overtime rate.

E. All overtime shall be compensated at one and one-half times the employee's regular base rate of pay. Payment for overtime shall be included in the regular bi-weekly paycheck.

1. Employee's annual salary is base salary plus longevity plus college incentive pay. Employee's hourly rate is the total of these three divided by 2080.

F. Employees terminating their employment with the City, or having their employment terminated by the City, shall be entitled to be paid for all overtime work accrued.

G. All employees shall be paid at the overtime rate for any and all court time outside of the employee's regular scheduled shift. All employees shall be guaranteed a minimum

one (1) hour compensation at the overtime rate for required actual attendance at local municipal court.

ARTICLE 18

LONGEVITY

A. The City shall pay longevity in accordance with the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
Five (5) years of service	2%
Ten (10) years of service	4%
Fifteen (15) years of service	6%
Twenty (20) years of service	8%
Twenty-four (24) years of service	10%

B. Longevity shall be computed from the employee's date of appointment and shall become effective on the employee's anniversary date.

associated with holidays, the employee shall be credited with four (4) hours compensatory time, provided that he is not eligible for holiday pay.

a. Compensatory time credit is not applicable for time worked on these holiday weekends when the overtime rate for holiday time has been paid.

C. No employee on vacation will be permitted to work on a holiday which occurs during-the vacation period, except when an emergency is declared by the Chief of Police and additional manpower is required for the safety of the City or the Police Department.

ARTICLE 21

VACATIONS

A. During the first calendar year of employment, an employee shall be entitled to one (1) day vacation for each month employed.

B. All employees except those mentioned in Section A. above shall be entitled to fifteen (15) actual working days paid vacation through their fifth (5th) calendar year of service.

C. Thereafter, they shall be entitled to twenty-two (22) actual working days paid vacation through their fifteenth (15th) calendar year of service, and then they shall be entitled to twenty-six (26) actual working days paid vacation.

D. It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum of actual vacation days to which they are entitled. Days that they are normally scheduled off or that are holidays that fall during a vacation period of at least the equivalent of One (1) tour of duty shall not be computed as part of the vacation days.

E. The vacation period shall be from January 1 to December 31. However, no vacations shall be taken between July 1 and Labor Day, unless approved by the Chief of Police or his designated representative.

F. Employees who terminate their employment with the City shall only be entitled to pay for those vacation days actually earned up to their termination date and proportionate thereto.

G. Employees who are called back to work while on vacation shall be compensated two (2) times the employee's regular base rate of pay in addition to the employee's regular days pay.

H. If any employee's vacation is canceled after having been posted and approved, the employee shall be paid at twice his regular base rate of pay in addition to his regular days' pay for all canceled vacation days worked.

I. If an employee's illness or injury extends to where an employee does not have enough work days remaining in the year when he returned to take his accrued vacation days, or his vacation request is not approved, the accrued vacation days shall be carried over to be taken in the next calendar year.

ARTICLE 22

PERSONAL DAYS

A. All employees covered by this Agreement shall receive four (4) non-scheduled personal days off with pay and said days shall be non-accumulative.

B. The Chief of Police shall have the right to deny personal days if the granting of said days would create a manpower shortage in the Police Department necessitating overtime.

C. The scheduling of personal days will be handled through the chain of command.

D. For the purposes of payment for unused personal days upon resignation or retirement, employees shall accrue personal days at the rate of one (1) day for every three (3) months during the calendar year. Payment shall be received for unused, accrued personal days as of the date of resignation or retirement.

ARTICLE 23

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness, accident or exposure to contagious disease.

B. 1. An employee may utilize up to a maximum of five (5) accumulated sick days per year for attendance upon a member of the employee's immediate family, seriously ill and requiring care of attendance of such employee. With the approval of the Chief of Police, the number of days may be extended.

2. The term "immediate family" is hereby defined to include the following: spouse, child, grandparent, parent, brother, sister or spouse's parent, or any relative living in the employee's household.

C. An employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than two (2) hours before the employee's usual reporting time

D. Sick leave shall accrue for regular full-time Police Officers at the rate of one (1) day per month during the first calendar year of employment, and one and one-quarter (1-1/4) working days per month in every calendar year of employment thereafter, and shall accumulate from year to year.

E. A certificate of a reputable physician in attendance shall be required as proof of need of the employee's leave after five (5) consecutive days sick leave or after ten (10) days sick leave in any one (1) year, unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

F. The Chief of Police or his designees may at any time, require proof of illness of an employee on sick leave, whenever such a requirement appears reasonable to the supervisor.

G. In cases of leaves of absence ordered by the "Health Department" due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work and time lost will not apply to sick leave or any loss of pay.

H. Employees who use no sick days during the year will be granted two (2) "Comp" days the following year.

I. Employees who use one (1) or two (2) sick days during the year will be granted one (1) "Comp" day the following year.

ARTICLE 24

JURY DUTY

A. The City agrees that any employee who is called to serve on jury duty will be detailed to day work, provided that the manpower needs of the department can be met without the need for overtime.

B. Employees will be permitted to serve on jury duty without any loss of pay.

ARTICLE 25

TERMINAL LEAVE

A. An employee, or his beneficiary, shall be reimbursed for accrued and unused sick leave at the time of retirement or death, equal to seventy-five percent (75%) of the accrued time up to but not to exceed nine months to be computed upon the employee's annual rate of pay at the time of retirement or death.

B. In order for an employee to be eligible for the benefits enumerated in Section A. of this Article, the employee must have completed twenty (20) years of employment with the City of Brigantine and be eligible for full retirement under the appropriate State of New Jersey Retirement System. At the City's option, an employee may also become eligible for the terminal leave benefits enumerated in Section A of this Article if the employee is eligible for disability retirement under the guidelines of the State of New Jersey Pension System, or in case of death.

C. An employee terminating his employment for any reason other than full or disability retirement under the State of New Jersey Pension System, or death shall not be reimbursed for any unused accrued sick leave.

D. 1. At the employee's option, terminal leave shall be paid in one (1) lump sum or in equal bi-weekly installments while on terminal leave at the employee's annual rate of pay at the beginning of the terminal leave period. Employees shall not continue to accrue any additional benefits, including salary increases, while on terminal leave. In order for the employee to be eligible to exercise this option, the employee must notify the City manager in writing prior to October 1 of the calendar year preceding the calendar year of retirement of the employee's intention to retire, as well as the option which the employee has selected.

2. If the employee fails to notify the City Manager in writing prior to October 1 of the calendar year preceding the calendar year of retirement of the employee's intention to retire, then it shall be the City's option to determine whether the terminal leave shall

be paid in one (1) lump sum or in equal bi-weekly installments while the employee is on terminal leave, at the employee's base annual rate of pay, at the beginning of the terminal leave period. The employee shall not continue to accrue any additional benefits, including salary increases, while on terminal leave.

ARTICLE 26

INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period of up to one (1) year, upon compliance with and in accordance with the rest of this Article. In the event any employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the City.

B. Any employee who is injured, whether slight or severe, while working, must, if physically able, make an immediate report before the end of his shift to the Chief of Police or the Officer in charge.

C. It is understood that the employee must file any injury report with the Chief of Police or Officer in charge so that the City may file the appropriate worker's compensation claim. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the City may reasonably require the employee to present such certificate from time to time.

E. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City..

F. In the event the City appointed physician certifies the employee fit to return to under this Article shall be terminated, unless the employee disputes the determination of the City appointed physician. Then the City and the employee shall mutually agree upon a third

physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the City and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The City, at its option, and upon certification by the City appointed physician, may extend the injury leave for no more than one (1) additional year. The City appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

II. If the City can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the City to the extent which is provided within this Agreement and any ordinance in effect governing the City of Brigantine Police Department.

ARTICLE 27

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay between the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days.

B. The term "immediate family" shall include spouse, child, grandparent, parent, brother, sister or spouse's parent, grandchild, or any relative living in the employee's household.

C. Funeral leave may be extended beyond the three (3) working day period at the sole discretion of the City Manager or the Chief of Police.

ARTICLE 28

FAMILY AND MEDICAL LEAVE

A. The City will grant employees a leave of absence in accordance with the Family and Medical Leave Act of 1993.

B. In addition to any other leave which an employee may be eligible, the City will grant an unpaid leave for up to an additional 36 weeks for the personal illness or disability of the employee during which time the City will continue to provide health insurance coverage in accordance with the Health Insurance Article.

ARTICLE 29

HEALTH INSURANCE

A. The City agrees to provide full family hospitalization, dental, optical and prescription coverage pursuant to the present Employee Health Care Plan as described in the City of Brigantine IDA Health Care Plan booklet, with changes as described in Addendum A, which will go into effect as of January 1, 1996.

B. The City reserves the right to change insurance carriers or institute a self-insurance plan, so long as the same or better benefits are provided.

C. All retired employees shall be eligible to exercise their rights under COBRA upon their retirement. A credit of up to three hundred dollars (\$300.00) per month shall be paid by the City towards the cost of premium. The balance of the premium shall be borne by the employee. All premiums shall be remitted on a monthly basis.

1. In order for any employee to qualify for the \$300.00 credit by the City toward the health benefit premium, the employee must be eligible for retirement by satisfying the current New Jersey State Statute criteria, and in accordance with State of New Jersey Pension System, or in the event that an employee becomes totally disabled by an on-duty event which would deem the employee eligible to receive a disability pension according to the rules and regulations of the pension system.

2. Retirees shall be eligible to receive up to \$300.00 per month as reimbursement towards the cost of purchasing a health insurance plan outside of the City's plan until they accept employment in which the employer provides health insurance, reach age 65, or become eligible for Medicare.

D. If an employee is killed in the line of duty, the City agrees to continue health insurance coverage for the surviving spouse until the surviving spouse remarries, accepts employment in which the employer provides health insurance, reaches the age of 65, or becomes eligible for Medicare, whichever occurs first. And, if the employee is killed in the line of duty, said coverage shall be continue for unmarried, dependent children until the end of the year in which the child reach his/her 23rd birthday.

ARTICLE 30

CLOTHING ALLOWANCE

A.. The City agrees to provide uniforms to employees annually as follows: each employee will receive two (2) short sleeve shirts, two (2) long sleeve shirts, two (2) pants, one (1) vest cover, or replacement of other uniform components to a maximum value of the above listed items.

1. The City agrees to replace bullet proof vests after five (5) years, or according to manufacturer's specifications.

2. Employees assigned to Bicycle patrol will be provided with all necessary gear and riding uniforms. The City agrees to replace same as needed, which shall be at least annually.

B. Each uniformed employee shall receive an annual "shoe allotment/clothing maintenance allowance" in the amount of eight hundred dollars (\$800.00).

C. Non-uniformed employees shall receive a "shoe allotment/clothing/clothing maintenance allowance" in the amount of one thousand three hundred fifty dollars (\$1,350.00). This allotment shall be the total amount paid to non-uniformed personnel under this Article.

D. All money to be paid under this Article shall be disbursed in the first pay in July of each year under a separate check for the full amount stated above with no deductions.

E. If an employee is hired prior to July 1 of any calendar year, the employee shall be eligible for the entire clothing allowance for that year. If an employee is hired after July 1 of any calendar year, he shall not be eligible for the allowance in that calendar year.

F. All uniforms damaged in the line, of duty shall be replaced by the City after inspection by and with the concurrence of the Chief of Police or his designee.

G. All personal items which are damaged or destroyed in the line of duty and which are not covered by insurance shall be replaced by the City after inspection and certification by

the Chief of Police or his designee. The City's liability shall not exceed two hundred dollars (\$200.00) per incident.

ARTICLE 31

EDUCATION INCENTIVE PROGRAM

A. The City agrees to reimburse the cost of tuition and books for any employee who receives academic credits for study in an institution of college level which offers, and in which the employee is enrolled, a college curriculum leading to or creditable toward an undergraduate Associate or Baccalaureate Degree in Police Science or Law Enforcement, not to exceed the equivalency of the cost of tuition at Rutgers.

1. All books utilized by the employee which are paid for by the City shall be turned over to the City upon the completion of the course for the purpose of establishing a Police Library.

2. The City will pay twenty dollars (\$20.00) for each credit hour earned towards a degree in Police Science or Criminal Justice, to a maximum of twenty four hundred dollars (\$2,400.00) to be added to his salary. Credits received for attendance at the Police Academy will not be eligible for compensation until the employee earns a degree.

3. Any employee who receives or has received a Master's Degree in Police Science or Criminal Justice shall receive an additional one thousand dollars (\$1,000.00) added to his salary, but shall pay their own tuition and books.

4. The employee shall provide the City with a copy of the degree or certificate, which shall be placed in the employee's personnel file.

B. The City agrees to reimburse the cost of tuition and books for any employee who receives certification as an Emergency Medical Technician (EMT).

1. All books utilized by the employee which are paid for by the City shall be turned over to the City upon the completion of the course for the purpose of enhancing the Police Library.

2. Any employee who receives certification as an EMT shall receive a one thousand three hundred dollar (\$1,300) stipend to be paid the first pay period in December.

a. Any employee who becomes certified during a calendar year shall receive a pro-rata portion of the stipend based on the months which the employee is certified.

3. Any employee who becomes certified as an EMT shall be required to wear the appropriate pin which designates them as such.

4. Certification as an EMT is intended to enhance the professional status of police personnel and in no way is meant to detract from the services of the Fire Department medical rescue team.

5. Upon receipt of certification, the employee shall provide the City with a copy of the certificate which shall be placed in the employee's personnel file.

C. The City shall pay a five hundred dollar (\$500.00) stipend on the 1st pay in December to the following instructors:

- 1 PR24
- 2 Non-Lethal Force
- 3 Firearms
- 1 Radar
- 1 D.A.R.E.

The Chief or his designee shall choose who goes to school, in consultation with the Association.

ARTICLE 32

PROMOTIONAL PROGRAM

- A. The City shall have the right to make promotions.
- B. A Patrolman being considered for Sergeant shall be required to have been on the Brigantine Police Force, having completed his probationary period, prior to his consideration.
- C. Personnel in the rank of Sergeant, Lieutenant or Captain shall be required to have been in their respective ranks prior to their consideration for the next higher rank.
- D. Employees promoted to higher rank shall be considered promoted on the effective date of the promotion and shall be entitled to all compensation and benefits of that rank on the same date.

ARTICLE 33

RETIREMENT PLAN

A. All Police officers, upon appointment, shall be enrolled in the Police and Firemen's Retirement System of New Jersey.

ARTICLE 34

ENLISTMENT AGREEMENT

A. All employees hired on or after January 1, 1988 will receive Police Academy training at the expense of the City, and employees shall reimburse the City for the cost of basic training and for all additional expenses; such as pre-employment medical and psychological examinations, testing costs, training costs, training related equipment costs, and the cost of unreturned uniform articles, provided said employee terminates his employment with the City within two (2) years commencing with the date of entry into the Police Academy.

B. In lieu of itemizing expenses, the City and the Association agrees that the maximum reimbursement required of any employee terminating employment with the City shall be six thousand dollars (\$6,000.00). Reimbursement shall be calculated on a pro-rated, per diem basis. The maximum reimbursement amount shall be reduced by the per diem rate for every day the employee retains his employment with the City, up to the two (2) year period which commences with the employee's entry into the Police Academy.

1. Reimbursement shall be calculated at the rate of 100% during the first year of employment, commencing with the date of entry into the Police Academy; reimbursement shall be calculated at the rate of 50% during the second year of employment, commencing with the date of entry into the Police Academy.

C. There shall be no reimbursement required in the event the employee is terminated or separated from employment with the City for any of the following reasons:

1. Involuntary separation for reasons beyond the employee's control, such reasons not being due to misconduct or personal delinquency during the two (2) year period.

2. Election to resign rather than to submit separation proceeding, provided that the reasons for the pending separation is not misconduct or personal delinquency.

3. Receipt of orders to report for military service, other than training duty, upon submission of proof to the City.

4. Disability impairing full performance as an employee. The employee must submit to the City acceptable medical evidence verifying said disability. If the City disputes the medical evidence, then the employee shall be sent to a physician mutually agreed upon by the Association and the City. The cost of the physician shall be equally borne by the parties. The decision of this physician shall be final and binding.

D. In the event the employee is separated for personal delinquency or misconduct, he shall be required to reimburse the City for basic training and additional expenses incurred by the City as enumerated in Sections A and B above.

ARTICLE 35

CONTINUATION OF BENEFITS NOT COVERED BY AGREEMENT

A. Any and all benefits which are enjoyed by the employees of the City covered by this Agreement which are not included in this agreement, shall be continued.

ARTICLE 36

SAVINGS CLAUSE

A. In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable Federal or State rule, regulation, or law, such determination shall not impair the validity or enforceability of the remaining provisions of this Agreement. However, such provisions as are ruled to be illegal or unenforceable shall be deemed to have been struck from this Agreement.

ARTICLE 37

FULLY-BARGAINED AGREEMENT

A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both at the time they negotiated or signed this Agreement.

ARTICLE 38

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1996, and shall remain in effect to and including December 31, 1998, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Brigantine, New Jersey, as of this 10/22/96 day of _____, 1996.

POLICEMEN'S BENEVOLENT
ASSOCIATION
LOCAL NO. 204

CITY OF BRIGANTINE
ATLANTIC COUNTY, NEW JERSEY

by:

by:

Ralph Spina P.O. Local 204
John J. Mc... P. Local 204
G. Means #15
H. J. Caplan 10/21/96
d.t. William O'Brien - 10/23/96

Thom... ..
city manager

ADDENDUM A

CHANGES TO HEALTH PLAN

A. NETWORK PLAN OPTION

1. Medical

a. A \$10.00 payment for doctor office visits which are for diagnostic purposes. This payment will not be counted towards the deductible in the "Out of Network" plan.

b. In hospital stays are covered at 100%.

c. All deductibles are waived.

d. 80/20 co-insurance requirement is waived.

2. Dental

a. Preventive services are covered at 100%.

b. Basic Dental services are covered at 100%.

c. Major Dental services are covered at 70%.

d. Orthodontic services are covered at 100% until age 19, with a lifetime maximum of \$2,000.

3. Vision

Same as present plan.

4. Well Care

a. 1 office visit every other month for babies during the first 18 months.

b. Routine immunization covered during the first 18 months with the \$10.00 office visit payment.

5. Prescription Plan

a. Generic prescription drugs at no cost.

b. Brand name prescription drugs at co-pay of \$5.00.

B. "OUT" OF NETWORK PLAN OPTION

1. Medical

a. \$200.00 deductible per person per calendar year.

b. \$400.00 deductible per family per calendar year.

2. Co-Insurance

80% of the first \$2,500.00 of eligible major medical expenses per person, per calendar year, thereafter 100% of eligible major medical expenses will be paid.

3. Dental

a. Preventive services are covered at 100%.

b. Basic Dental services are covered at 100%.

c. Major Dental services are covered at 70%.

d. Orthodontic services are covered at 100% to age 19, with a lifetime maximum of \$2,000.

3. Vision

Same as present plan.

4. Prescription Plan

a. Generic prescription drugs at no cost.

b. Brand name prescription drugs at co-pay of \$5.00.

C. All other benefits and limits of coverage as described in current plan will remain in effect under both plans.

D. Both plans require pre-certification of all non-emergency hospital stays.