

A G R E E M E N T

between

CITY OF BAYONNE

and

**BAYONNE POLICE
SUPERIOR OFFICERS
ASSOCIATION**

EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2013

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SOA ATTORNEYS



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AGREEMENT

ARTICLE I

RECOGNITION

THIS AGREEMENT, made this 10th day of June 2009, between the City of Bayonne, hereinafter referred to as "City" or "Employer" and the Bayonne Police Superior Officer's Association, hereinafter referred to as the "SOA"

WITNESSETH:
WHEREAS, the parties have carried on collective negotiations for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreement herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the SOA as follows:

Section 1. The Employer hereby recognizes the SOA as the exclusive representative for all of its police superiors in its Police Department in Bayonne, New Jersey, but excluding Police Officers and all other employees. Police Superiors, as used herein, shall mean all male and female police officers with the rank of Sergeant, Lieutenant or Captain.

Section 2. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the SOA within thirty (30) days thereafter, or any new permanent employee who does not join within thirty (30) days of initial employment within the unit, or any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representative Fee to the SOA by automatic payroll deduction. The Representation Fee shall be in an amount equal to eight-five (85%) percent of the regular SOA membership dues, fees and assessments as certified to the Employer by the SOA. The SOA may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular SOA membership dues, fees and assessments. The SOA's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the SOA remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the SOA and the Employer.

Section 3. The SOA agrees that it will indemnify and save harmless the City against any and all actions, claims, demand, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City at the request of the SOA under this Article.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the City possesses the sole and exclusive right to conduct the City's business, to manage and direct the affairs of the Police Department, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

Section 2. It is further agreed and understood that all rights of management are retained by the City unless otherwise specifically restricted by this Agreement and/or the provisions of the New Jersey Employer-Employee Relations Act. These rights shall include, but shall not be limited to the right to:

- (A) Direct the employees;
- (B) Hire, promote, transfer and assign;
- (C) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

It is specifically understood that this Article is subject to the provisions of this Agreement and the New Jersey Employer-Employee Relations Act.

Section 3. In accordance with New Jersey Statute 34:13A-5.3, et seq., proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the SOA.

Section 4. If the City incurs a cost in the processing of payroll, then the payroll system may be changed by the City to 24 pay periods per year effective the following January.

ARTICLE 3

GRIEVANCE PROCEDURE

Section 1. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other matter except for just cause. If any employee receives minor disciplinary action and in the judgment of the SOA such action was taken by the City without just cause, or if a dispute arises concerning an employee(s) wages, hours or conditions of employment, which wages, hours and conditions are controlled by this Agreement, or which are provided for in any statute, ordinance, rule or regulation of the Police Department, adjustments shall be sought by the SOA as follows:

(a) The SOA shall submit such grievance in writing to the designee of the Chief of the Police Department within ten (10) days of the occurrence or event giving rise to the grievance. Within five (5) days thereafter, said designee of the Chief shall arrange to meet with the representatives of the SOA for the purpose of adjusting or resolving such grievance.

(b) If such grievance is not resolved to the satisfaction of the SOA by the designee of the Chief within five (5) days after such meeting, the SOA may present such grievance in writing within seven (7) days thereafter to the Chief. Within seven (7) days after the Chief receives such grievance, the Chief shall arrange to meet with the representatives of the SOA for the purpose of adjusting or resolving such grievance.

(c) If such grievance is not resolved to the satisfaction of the SOA by the Chief within five (5) days after such meeting, the SOA may present such grievance in writing within seven (7) days thereafter to the Director of Law Enforcement. Within seven (7) days after the Director receives such grievance, the Director shall arrange to meet with the representatives of the SOA for the purpose of adjusting or resolving such grievance.

(d) If such grievance is not resolved to the satisfaction of the SOA by the Director within five (5) days after such meeting, the SOA may present such grievance in writing within seven (7) days thereafter to an arbitrator agreed upon by the parties, or selected through the procedures of the New Jersey State Board of Mediation. The cost of arbitration shall be borne by the City and the SOA equally.

(e) In a dispute involving minor disciplinary action, the arbitrator so selected shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended employee with full back pay, less any income he might have earned during such suspension.

(f) The time limits specified in the preceding sections of this Article shall not include Saturdays, Sundays, and holidays and such limits may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of all parties.

(g) If a grievance is not submitted within the prescribed time limits as hereinbefore provided, including the provisions for time limit

extensions, it shall be deemed settled. If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinafore mentioned, including the provisions for time limit extensions, such grievance may be processed to the next step.

Section 2. The decision of the arbitrator shall be final and binding on the City, the SOA and the employee or employees involved, except in matters involving interpretation of our State statutes or decisions of our State courts.

Nothing contained herein shall be construed to deny any individual member his rights to appeal under Civil Service Rules or Regulations in cases of disciplinary action, other than minor disciplinary action, or discharge which shall be the exclusive appeal process in such cases.

Section 3. Charges or Complaints Against Employees:

(a) Members of the Bayonne Police Department hold a unique status as public officers in that the exercise of their duties is a portion of the police power of the State.

(b) In view of the nature of their contacts and relationships with the public, questions may arise concerning the actions of the members of the force. Such questions may require prompt investigation by superior officers or other competent authority.

(c) To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each member of the force, the following rules of procedure are hereby established:

(i) The interview of any member shall be at a reasonable hour, preferably when the member is on duty.

(ii) The interview shall take place at a location designated by the investigating officer, usually at headquarters.

(iii) The member of the Department shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interviewing officer and identity of all persons present during the interview.

(iv) The member of the Department shall be informed of the nature of the investigation before any interview commences. Sufficient information to reasonably apprise the member of the allegations against him should be provided. If it is known that the member of the Department is being interviewed as a witness only, he should be so informed.

(v) The interview shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(vi) The member shall not be subjected 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 answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his conduct can become the subject of disciplinary action resulting in disciplinary punishment.

(vii) In all cases wherein a member is to be interviewed concerning an alleged violation of the Department rules and regulations which, if proven, may result in his dismissal from the service, he shall be afforded, if he so requests, a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the SOA before being interviewed. An attorney of his own choosing and/or a representative of the SOA may be present during the interview, but may not participate in the interview except to counsel the member. However, in such cases, the interview may not be postponed for the purpose of counsel and/or a representative of the SOA past 10:00 A.M. of the day following notification of interview.

(viii) Requests for consultation and/or representation or the recording of questioning in investigations shall not be denied unless sufficient reasons are advanced by the Employer in writing.

(ix) Under the circumstances described in paragraph (viii), the member shall be given an exact copy of any written statements he may execute, or if the questioning is mechanically or stenographically recorded, the member shall be given a copy of such recording or transcript if requested and paid for by him. The member shall have the right to have the statement recorded.

(x) The refusal by a member of the Department to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.

(xi) If a member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, the procedure and requirements set forth herein shall not be applicable, but instead such member shall be given his or her rights pursuant to the United States Supreme Court requirements.

(d) No member shall be ordered to submit to a polygraph (lie detector) test for any reason. Such test may be given if requested by the member.

(e) No member shall be ordered to submit to a blood test, a Breathalyzer test or any other test to determine the percentage of alcohol in the blood, for any reason except as may be provided otherwise by specific, statutory law. Such test may be given if requested by the member.

ARTICLE 4

SALARIES

Section 1. The base pay salary schedule for all employees in the bargaining unit are set forth in Appendix A, annexed hereto.

The salary schedule set forth in Appendix A maintains a 15% salary differential for Sergeants above the rate paid to top grade Patrolmen, and a 15% salary differential for Lieutenants above the rate to Sergeants, and a 15% salary differential for Captains above the rate paid to Lieutenants.

Section 2. Officers hired on or after January 1, 2004, will have to satisfy eight (8) salary steps to reach maximum if promoted. For example, if an officer with a date of hire of January 1, 2004 is promoted while on Step 4 of the PBA salary guide, upon promotion his increase will be the difference between the maximum salary of a Sergeant and the maximum salary of a patrol officer. The increase will then carry forward to steps five (5) through eight (8), when the Superior Officer will be at top Sergeant's pay.

Section 3. Notwithstanding any of the provisions of this agreement to the contrary, the hourly rate for all purposes shall be calculated by dividing the annual pensionable salary by 1,733 hours.

ARTICLE 5

LONGEVITY INCREMENTS

Section 1. All officers with at least four (4) years service shall, in addition to the salary set forth in Article 4, Section 1, receive additional salary payments as follows, on the dates indicated below:

A. All officers who have been employed for a period of at least four (4) years shall receive an additional two (2%) percent of their base pay as a longevity salary increment. Effective January 1, 2011, this amount shall be increased to three (3%) percent. Effective January 1, 2013, this amount shall be increased to five (5%) percent. The payment of said increment shall commence of the first day of the first payroll period following the fourth (4th) anniversary of said member's employment.

B. All officers who have been employed for a period of at least nine (9) years shall receive an additional five (5%) percent of their base pay as a longevity salary increment. Effective January 1, 2011, this amount shall be increased to six (6%) percent. Effective January 1, 2013, this amount shall be increased to eight (8%) percent. The payment of said increment shall commence on the first day of the first payroll period following the ninth (9th) anniversary of said member's employment.

C. All officers who have been employed for a period of at least fourteen (14) years shall receive an additional seven (7%) percent of their base pay as a longevity salary increment. Effective January 1, 2011, this amount shall be increased to eight (8%) percent. Effective January 1, 2013, this amount shall be increased to ten (10%) percent.

The payment of said increment shall commence on the first day of the first payroll period following the fourteenth (14th) anniversary of said member's employment.

D. All officers who have been employed for a period of at least nineteen (19) years shall receive an additional nine (9%) percent of their base pay as a longevity salary increment. Effective January 1, 2011, this amount shall be increased to ten (10%) percent. Effective January 1, 2013, this amount shall be increased to twelve (12%) percent. The payment of said increment shall commence on the first day of the first payroll period following the nineteenth (19th) anniversary of said member's employment.

E. All officers who have been employed for a period of at least twenty-one (21) years shall receive an additional twelve (12%) percent of their base pay as a longevity salary increment. Effective January 1, 2011, this amount shall be increased to thirteen (13%) percent. Effective January 1, 2013, this amount shall be increased to fifteen (15%) percent. The payment of said increment shall commence on the first day of the first payroll period following the twenty-first (21st) anniversary of said member's employment.

F. All Officers with twenty-four (24) years of service shall receive sixteen (16%) percent of the base salary as the longevity salary increment. Effective January 1, 2011, this amount shall be increased to seventeen (17%) percent. Effective January 1, 2013, this amount shall be increased to nineteen (19%) percent. The payment of said increment shall commence on the first day of the first payroll period following the twenty-fourth (24th) anniversary of said member's employment.

Section 2. For all Officers hired by the City on or after January 1, 2004, the following longevity increments shall be in effect as of January 1, 2008:

<u>Years of Service</u>	<u>Increment</u>
9 Years	2.0%
14 Years	4.0%
17 Years	6.0%
19 Years	9.0%
21 Years	12.0%
24 Years	16.0%

Effective January 1, 2011, the following longevity increments shall be in effect:

<u>Years of Service</u>	<u>Increment</u>
9 Years	3.0%
14 Years	5.0%
17 Years	7.0%
19 Years	10.0%
21 Years	13.0%
24 Years	17.0%

Effective January 1, 2013, the following longevity increments shall be in effect:

<u>Years of Service</u>	<u>Increment</u>
9 Years	5.0%
14 Years	7.0%
17 Years	9.0%
19 Years	12.0%
21 Years	15.0%
24 Years	19.0%

ARTICLE 6

UNIFORMS AND PERSONAL PROPERTY

Section 1. If the City decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items.

Section 2. A superior officer's uniform or personal equipment which is required by the City, which is hereby defined and limited to a watch, eye glasses where applicable and a wedding band, which may be damaged during the course of employment shall be replaced at the expense of the City with a maximum amount of \$250.00 per item, except where such damage is caused by the negligence of the employee. Management reserves the right to inspect uniforms.

ARTICLE 7

RETENTION OF BENEFITS

Except as otherwise provided herein, all working conditions under which the officers are presently operating, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions pertaining to the Police Department, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or to exercise rights pursuant thereto by either party or by an individual covered hereunder shall not be deemed a waiver of such provision or right. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 1. The work schedule for the Patrol Division shall be four (4) days on and four (4) days off. The workday for the Patrol Division shall be nine and one half (9.5) hours inclusive of a 30-minute lunch period. All other Superior Officers shall work four (4) days on and three (3) days off. The workday for such Superior Officers shall be eight (8) hours and forty (40) minutes, inclusive of a 30-minute lunch period. These Superior Officers shall receive six (6) of the major yearly holidays off with pay.

Section 2. There shall be, at the City's option, a maximum of three (3) nine and one-half (9.5) hour training days added to the work year for all Superior Officers. These days must be used by December 31 of each year and may not be carried over for use in the subsequent year. Each Superior Officer shall receive one (1) schedule adjustment day for each of the three (3) training days optioned by the City. These days may not be used between June 24 and September 5 of each year. An officer may bank schedule adjustment days at any time in addition to his/her annual banked vacation days.

Section 3. New shift assignments shall be implemented not sooner than January 1 nor later than January 31. There shall be annual bidding for steady shifts on a seniority basis and all such bids shall be received by October 15. The Chief may deviate from the seniority list where special assignments requiring special skills are required.

Section 4. Compensation for off-duty time spent for criminal court, grand jury proceedings, administrative bodies and traffic violation appearances shall be as follows:

- a. Outside of Hudson County Minimum 8 hours
- b. In Hudson County but not in Bayonne Minimum 6 hours
- c. In Bayonne Minimum 4 hours

All employees who are required to appear at any hearing under this Article shall be provided with a vehicle by the Employer, or if not available, his own car, and shall be reimbursed for all tolls and other costs associated with said appearance.

Section 5. Overtime pay at time and one-half (1 1/2 x) the straight time rate will be paid for all hours over a regularly scheduled shift, excluding ten (10) minutes time at the beginning of the shift and six (6) minutes at the end of the shift.

A master list ranking the employees in order of seniority shall be established for overtime work for patrol duty and off duty work sanctioned and controlled by the City. Overtime and such off duty work shall be rotated among employees on this list. When an employee is called for overtime or off duty work, and the officer is not contacted or the request cannot be communicated to the officer in time to perform such duty, the officer shall be called again for the next overtime or off duty assignment. If an employee is called for such an assignment and accepts or declines the offer, then the officer shall not be called again until the entire list is called. A seniority list of all employees reflecting the current status for the next overtime or off duty call will be posted in an area accessible to all officers.

Section 6. Whenever a police superior completes a tour of duty, returns home and is then required to report back to headquarters or duty, the officer will be paid a minimum of four (4) hours at time and one-half (1 1/2x). No overtime pay shall be paid to off-duty officers if

the entire department is ordered to participate in the Memorial parade or funeral duty. This provision does not apply to those on sick leave and vacation.

Section 7. When a Superior Officer is requested by the Department to work in a higher rank within the bargaining unit, the superior will be compensated at the base salary rate of the higher rank, i.e., a Sergeant acting as a Lieutenant or a Lieutenant acting as a Captain.

ARTICLE 9

HEALTH INSURANCE

Section 1. The City shall assume the full cost for maintaining the present State Health Benefits for each employee and eligible dependents of that employee. The City may change carriers so long as the benefit levels are equal to or better than the current coverage. Should the City consider changing the Health Insurance program, it shall obtain from the proposed new Health provider a letter guaranteeing that the level of benefits and dollar reimbursements will be at least equal to or better than in every respect to the present plan. This letter must be on company stationary and signed by an officer of the organization who is authorized to make such representations. A copy of this letter and all relevant documents shall be provided to the SOA sixty (60) days prior to implementation of the plan. For Officers hired by the City on or after January 1, 2004, if such Officer elects to participate in a health insurance plan that exceeds the cost of Direct 15, the Officer must pay the difference between the cost of dependant coverage for the selected plan and Direct 15.

Effective January 1, 2010, all employees shall be enrolled in the NJ Direct 15 health plan at the City's sole cost or have the option to remain in the NJ Direct 10 health plan. Those employees electing to remain in the NJ Direct 10 health plan shall be responsible for paying the difference in the cost of the premium between the NJ Direct 10 health plan and the NJ Direct 15 health plan. Upon death of a retired member or an active member killed in the line of duty, the member's spouse and eligible dependants shall continue to receive this entitlement

until his or her death or remarriage. The City shall establish a Section 125 Plan to enable employees to pay the difference between the NJ Direct 10 health plan and the NJ Direct 15 health plan with pre-tax dollars. The City shall administer the Section 125 plan in accordance with all applicable laws.

Section 2. The Family Prescription Plan shall be maintained for all Police Superior Officers covered by the contract with the following co-pays:

\$3.00	generic
\$10.00	name brand, when no generic is available.

This prescription plan will also be available to Superior Officers and their spouses who retire from employment with the City and meet the requirements of eligibility set forth in Section 4 contained in this Article. Upon death of a retired member or an active member killed in the line of duty, the member's spouse and eligible dependants shall continue to receive this entitlement until his or her death or remarriage. Any employee who retires after June 10, 2009 shall be reimbursed by the City for the difference between any co-payment charged exceeding the co-payments set forth herein. Reimbursement shall occur no later than thirty (30) days after submission of proof of payment of any co-payments set forth herein.

Section 3. During the term of this Agreement, the Family Dental Plan with orthodontic coverage shall be maintained for all Police Superior Officers and his/her dependents. The premiums for said plan shall be paid by the City.

The coverage will be 70/30 and the orthodontic coverage provided for under the dental plan shall be two thousand (\$2,000.00) dollars per family member. Effective July 1, 2000, the annual dental benefit shall be increased to \$1,300.00 per family member. For active employees only, the annual deductible for the Family Dental Plan shall be fifty (\$50.00) dollars for the employee, fifty (\$50.00) dollars for the employee's spouse, and fifty (\$50.00) dollars per child up to a maximum annual deductible of \$200.00. The cost of annual cleanings, maintenance and X-rays shall not be included in the deductible amount. There shall be no deductible required for employees who retire after June 10, 2009.

The cost for Family Dental coverage for any employee who retires after June 10, 2009 shall be shared equally between the City and such employee. Should an employee elect to obtain dental coverage other than under the City's plan, the City shall reimburse such retired employee(s) for the actual expenses incurred, upon submission of proof of coverage, up to the maximum amount of fifty (50%) percent of the cost of the City's Family Dental coverage regardless of whether an employee elects dental coverage with costs that exceed the cost of the City's plan or if an employee elects a cheaper dental plan. In no event shall the City reimburse an employee any amount in excess of the actual expenses incurred by the employee. Upon death of a retired member or an active member killed in the line of duty, the member's spouse and eligible dependants shall continue to receive this entitlement until his or her death or remarriage.

Section 4.

Certain retirees shall be eligible to continue health insurance under the following conditions:

To be eligible, the employee must have been actively employed as a police officer for the City on or after January 1985 and must have at least twenty (20) years of service with the City and twenty-five (25) years in any State or Local pension system or who have retired on a disability as a result of a job related injury or illness. This benefit will only be provided to those police officers who meet the eligibility requirements and who do not have hospitalization coverage from another source. Eligible retirees shall cooperate in good faith with the City to verify that no other source of insurance is provided to them.

For those officers and their spouses who are eligible for Medicare, Medicare will become the primary insurer for the Officer when he is eligible and his spouse when she is eligible. At that time, the City shall pay for "Direct 15" coverage as the Supplemental Medicare Insurance as provided by the NJ State Health Benefits Plan. For example, if the officer is Medicare eligible in 2006 and his wife is eligible in 2008, Medicare will be primary for the officer in 2006 and his wife's primary carrier shall be the State Health Benefits Plan until she is Medicare eligible in 2008. When both the officer and his spouse are Medicare eligible, the City reserves the right to provide a supplemental policy through another carrier or self-insurance, provided that the supplemental policy is equal to or better than the "Direct 15" policy.

Retirees are eligible for the above coverage based upon the following schedule:

<u>Date of Retirement</u>	<u>Amount of Benefits paid for by the City</u>
Jan. 1, 1983 to Dec. 31, 1986	\$1,200/yr.
Jan. 1, 1987 to Dec. 31, 1988	\$1,300/yr.
Jan. 1, 1989 to Dec. 31, 1992	75% of cost of State Health Benefit Cost
Jan. 1, 1993 to Dec. 31, 1996	70% of cost of State Health Benefit Cost but not less than \$2,304
Jan. 1, 1997 and thereafter	100% of cost

At the retiree's option, the City paid prescription plan may be replaced by the City's paid dental plan.

If an eligible retiree dies or an active member is killed in the line of duty, and leaves a surviving spouse and children who are receiving coverage under the Health, Family Prescription and Family Dental plans, such surviving spouse and children shall continue to receive coverage under these plans.

ARTICLE 10

LEGAL AID

The Employer will continue to provide legal aid to all personnel covered by this Agreement in accordance with current coverage. This provision shall not apply to disciplinary proceedings which shall be governed by N.J.S.A. 40A:14-155.

ARTICLE 11

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the SOA because of membership or activity in the SOA. Neither the SOA nor any of its agents shall intimidate or coerce employees into membership. Neither the Employer nor the SOA shall discriminate against any employees because of race, creed, color, age, sex or national origin.

ARTICLE 12

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et. seq., however, all provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE 13

SOA RIGHTS AND PRIVILEGES

Section 1. The City agrees to make available information, which may be necessary for the SOA to process any grievance or complaint, except in the case of personnel matters, in which case the release of information shall be made on the basis of legal advice from the Director of Law Enforcement.

The personnel office shall make an employee's personnel file available for inspection by the employee on a reasonable basis. This privilege does not apply to files of the Internal Affairs Unit.

Section 2. Whenever any representative of the SOA or any officer is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay or time off.

Section 3. The SOA shall have the right to use the police bulletin board at police Headquarters to post SOA information.

Section 4. Representatives of the SOA shall have the right to attend SOA meetings in accordance with past practice. However, this right is subject to denial by the Chief of Police, subject to appeal to the Director of Law Enforcement, based on the needs of the police service.

Section 5. Unless prevented by manpower needs and at the discretion of the Chief of Police on a daily basis, the President of the SOA shall work fifty (50%) percent of his/her normal work tour and shall be relieved of duty for the balance or fifty (50%) percent of his/her shift for the purposes of conducting SOA business. The SOA President will be assigned the work schedule set forth in Article 8 consisting of four days on and three days off with the workdays to be scheduled Monday

through Friday. The City further agrees that authorized representatives of the SOA may enter headquarters of the Municipal Building during the work day or night at reasonable hours, provided they announce their presence to the person in charge, and do not interfere with the normal work of headquarters of the Municipal Building or any office therein.

Section 6. A patrol car is to be provided to the SOA for all funerals of police officers killed in the line of duty in New Jersey and New York, if the New York funeral is within fifty (50) miles of the City of Bayonne.

Section 7. All members of the Police Department will be trained with firearms two (2) times a year, including instruction in the use of shotguns at least once.

Section 8. Any police supervisor who wishes to carry an off duty weapon other than the currently authorized Glock Models 19 and 26 will make a written request through the chain of command to the Chief of Police specifying the make, model and caliber of the weapon. The Chief will retain sole discretion to approve or disapprove the request. Should the request be approved, the member will qualify in the use of the weapon under the supervision of the Bayonne Police Department's Range Officer, using authorized ammunition. The member will qualify on his/her own time (Department Training Days shall not be used), and will supply the ammunition at his/her own expense. On authorization, only Department approved ammunition will be utilized. Use of weapon is contingent on successful qualification within Department guidelines.

ARTICLE 14

HOLIDAY CALENDAR

Section 1. Each Superior Officer shall receive three (3) days off with pay annually.

All holidays shall be paid at the rate of 9 ½ hours per day.

Section 2. Holiday time off must be applied for no less than four (4) days in advance of the date requested, except in the case of emergency. A decision on a holiday request shall be provided to a Superior Officer at least three (3) days in advance of the day requested. Once granted, a holiday may only be rescinded by the City in the case of an emergency. Up to three (3) holidays may accumulate but only through the year following the year in which the days were earned. Each employee however, will be given every opportunity to utilize leave days (which includes both holidays and personal days) during the year in which they are credited. The Chief of Police, at his discretion, shall determine the number of any leave days to be granted for any particular day so that the working efficiency of the department will not be adversely affected.

Section 3. Employees covered hereunder may, upon mutual agreement, elect to receive payment of a regular day's wages in lieu of time off for up to five (5) holidays. Employees shall notify the Director of Law Enforcement of this intention by May 1. This payment shall be paid in July. The City guarantees payment hereunder to any employee electing to receive payment under this Article. All holidays shall be paid at the rate of 9 ½ hours per day.

ARTICLE 15

LEAVES OF ABSENCE

Section 1: Funeral Leave

Section 4. Whenever City Hall employees are provided paid time off or excused by Order of the President, the Governor, the Legislative body or Executive Head of the City, employees covered by this Agreement shall also be provided equivalent compensatory time off. This equivalent time off shall not be provided in situations when the time provided by way of negotiations between the other employees and the City.

A death in an employee's immediate family shall not be charged against his compensatory time off. Time off shall be given from the day of death until the next scheduled workday after the funeral, not to exceed five (5) working days. Immediate family shall be defined as follows: mother, father, mother in law, father in law, stepmother, stepfather, child, step-child, sister, brother, husband, wife, grandparents and grandchildren. The present practice with regard to time off on the day of a funeral for aunts, uncles, and members of the spouse's immediate family shall continue.

Section 2: Military Leave

Any employee ordered to active duty by any component of the United States Armed Forces shall be granted whatever leave is necessary for such service.

Employees who are presently subject to existing Reserve requirements of the National Guard or Military Reserve shall also be included in this Agreement.

Section 3: Leaves of Absence Without Pay

Such leaves shall be granted in accordance with the statutes of the State of New Jersey governing Police Departments.

Section 4: Paid Leave of Absence --

Attendance at P.B.A. Conventions

A maximum of two (2) employees, to be selected by the SOA, shall be entitled to time off with pay for attendance at P.B.A. conventions. The amount of time off for all employees shall not exceed a total

of nine (9) working days per year.

Section 5. Personal Leave

Subject to the needs of the Department and the discretion of the Chief of Police, superior officers will receive the following number of personal days per calendar year according to their respective rank (whether permanent or acting). These days are non-cumulative and must be taken during each calendar year.

Effective January 1, 2010, each superior officer shall receive the following personal time each calendar year.

<u>TITLE</u>	<u>PERSONAL DAYS</u>
SERGEANT	4
LIEUTENANT	5
CAPTAIN	6

Section 6. Sick Leave

a. Superior Officers shall be entitled to sick leave pursuant to past practice.

b. An officer above the rank of the absent Superior Officer may contact the Superior Officer who is out sick to verify that he is at his place of confinement, either personally or by telephone. Such contact shall be made only during the Superior Officer's regular work hours, but not later than 10:00 p.m. not earlier than 7:00 a.m. The Department shall not abuse this right.

c. A doctor's certificate may be required for frequent and habitual absence from duty, and whenever, in the judgment of the Chief of the Department, there is reasonable cause for requiring a doctor's certificate. Abuse of this provision will be subject to the Grievance Procedure.

d. Police superiors are subject to physical examinations by the Department's doctor at any time after an absence due to sickness or accident. Any police superior absent one month due to sickness or accident may be subject to a physical examination by the doctor assigned by the Police Chief. Said report is to be forwarded to Director of Law Enforcement for review and consideration as to the officer's fitness to return to work.

ARTICLE 16

VACATION

Section 1: The vacation benefits for police superior officers will be as follows: After 4 years of service – 5 weeks.

Section 2: Police Superior Officers who are entitled to five (5) weeks vacation will receive two (2) weeks vacation between June 24th and September 4th, and the remaining three (3) weeks in two vacation periods consisting of one (1) or two (2) weeks between January 1 and June 24th and the remainder between September 4th and December 31st.

Section 3: Should a Superior Officer prefer to have (3) weeks vacation during the period between January 1st and June 24th or September 4th and December 31st, a written request setting forth the reason for his preference must be furnished by the officer to the Deputy Chief at least thirty (30) days prior to the date of his originally pre-scheduled vacation time.

Section 4: All Superior Officers shall be permitted to bank up to ten (10) vacation days per year beginning in the 15th year of employment. Effective and retroactive to July 1, 2003, the maximum number of hours that may be accumulated shall be as follows:

- 2009: 780 hours (inclusive of banked schedule adjustment days)
- 2010: 780 hours (inclusive of banked schedule adjustment days)
- 2011: 795 hours (inclusive of banked schedule adjustment days)
- 2012: 810 hours (inclusive of banked schedule adjustment days)
- 2013: 825 hours (inclusive of banked schedule adjustment days)

Payment for accumulation of banked vacation time shall be governed by Article 23, Terminal Leave.

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ARTICLE 17

WORK INCURRED INJURY

Section 1. Where an employee covered under this Agreement suffers a work-connected injury or disability, the City shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provision of the Worker's Compensation Act shall be paid over to the City.

The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the City may reasonably require the said employee to present such certificate from time to time during the period of disability.

Section 2. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or by its insurance carrier, then and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's compensation, or by the final decision shall be binding upon the parties. This section is not intended to amend Section 1.

Section 3. For the purpose of the Article, injury or illness incurred while the employee is acting in any City authorized activity shall be considered in the line of duty.

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Section 4. In the event a dispute arises as to whether absence shall be computed or designated as sick leave or an injury on duty, the parties agree to be bound by the decision of the appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

Section 5. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

A R T I C L E 18

RULES AND REGULATIONS

The Employer may establish and enforce reasonable and just rules and regulations in connection with its operation of the Police Department and maintenance of discipline. However, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the SOA prior to being established.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, but not illegal, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the Grievance Procedure set forth in this Agreement.

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 an officer or other superior, the Employer shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of suspension or discharge.

ARTICLE 19

OFF DUTY POLICE ACTION AND OFF DUTY PAY

Section 1. Since all police superiors are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following: Recognizing that the City and its residents benefit from the additional protection afforded them by armed off-duty police superiors, and further recognizing the weighty responsibility and hazards confronting such armed off-duty police superiors, any action taken by a member of the force on his time off when not in the active employee of another which would have been taken by an officer on active duty, if present or available, shall be considered police action, and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

Section 2.

(A) Whenever three (3) or more police officers are hired for off duty work for the same day by a single employer and/or subcontractor of that employer, and those officers are working comparable hours at a similar or related job site, an off duty superior officer shall be hired and receive a minimum of four (4) hours' pay. After four (4) hours has elapsed, the superior officer shall be paid on an hourly basis. The employer receiving the services shall be charged for each superior officer \$5.00 per hour above the total off-duty hourly rate for a patrol officer hired. From the hourly rate billed for a supervisor, the City shall receive \$6.25 per hour.

(B) Whenever four (4) to seven (7) police officers are hired to work "non-regular" off-duty jobs in a single day, a superior officer shall be hired to supervise those police officers ("Multi-Site Supervisor"). Whenever eight (8) or more police officers are hired on a single day, a second superior officer shall be hired to assist in the supervision of those officers and work sites. For purposes of this section, all "non-

regular" off-duty work is defined as all work performed by any company other than those that are subject to a reduced rate as set forth in the current collective bargaining agreement between the City of Bayonne and the P.B.A. Local #7 (Bayonne Hospital [ER, only], Stop and Shop, and DMV). The superior officers hired to supervise these work sites shall be paid their off-duty rate through a fund established by charging a site supervision fee to all contractors or companies that hire an off-duty police officer to perform traffic control functions, site security, and related public safety functions (e.g. PSE&G, Verizon, Independent contractors such as plumbers, paving companies, etc.). This site supervision fee shall be \$10.00 per hour. This hourly site supervision fee shall not apply to companies that are required to hire a supervisor as required under subsection (A). In addition, for purposes of this subsection, officers hired with a supervisor by a single company will not count toward the total number of officers working that particular day. This site supervision fee shall not be assessed to Bayonne municipal agencies or government contracts that do not reimburse traffic control related costs. However, officers hired under these circumstances shall be counted toward the total number of officers hired on a particular day. The City will provide the supervisor(s) with the use of (a) marked patrol car(s), when available. The current practice of assigning an on-duty superior officer (street supervisor) to supervise off-duty work shall remain in effect for all other situations not covered by this Article.

Superior officers hired on multi-site projects to supervise shall receive a minimum of four (4) hours' pay at the same hourly rate established in Section 2(A) of this Article. After four (4) hours has elapsed, should at least four (4) police officers remain to be supervised, the superior officer shall receive eight (8) hours pay. After eight hours has elapsed, the superior officer shall be paid on an hour for hour basis so long as at least four (4) police officers remain working on the project.

ARTICLE 20

POLICE DEPARTMENT SAFETY COMMITTEE

Section 1. The parties hereby agree to establish a health and safety committee to study and make recommendations on matters affecting the health and safety of the Bayonne Police Force.

Section 2. The committee shall be comprised of three (3) representatives of the City and three SOA representatives.

Section 3. The committee shall meet and discuss health and safety matters quarterly at a mutually convenient time and place.

ARTICLE 21

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is a paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the SOA its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism or picketing and demonstrations, in connection therewith, or other such interference with the normal operation of the Police Department.

ARTICLE 22

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof by either party.

ARTICLE 23

TERMINAL LEAVE

Section 1. Police Superior officers who retire shall receive 220 hours of terminal leave except those Police Superior Officers covered by the terms of Section 3 of this Article. Added to such leave shall be all accumulated vacation time due the retiring Police Superior Officer.

Section 2. Effective July 1, 2011, terminal leave shall be reduced from 220 hours to 205 hours. Effective July 1, 2012, terminal leave shall be reduced from 205 hours to 190 hours. Effective June 30, 2013, terminal leave shall be reduced from 190 hours to 175 hours. Added to such leave shall be all accumulated vacation time and schedule adjustment days due the retiring police superior officer.

Terminal leave shall be paid in three (3) equal installments. The first payment shall be made within sixty (60) days from the date of the notice of the intention to retire or on the date of retirement, whichever occurs later. The remaining two payments shall be made over the following two calendar years as follows: should a Police Superior Officer's date of retirement fall between January 1 and June 30 of any calendar year, the remaining two terminal leave payments shall be made on January 1 of each subsequent calendar year. Should a Police Superior Officer's date of retirement fall between July 1 and December 31 of any calendar year, the remaining two terminal leave payments shall be made on July 1 of each subsequent calendar year. Should a Police Superior Officer die prior to receipt of his/her full accumulated time, his/her estate shall be entitled to receive the balance of the benefit due to the officer.

At the time of retirement, all Superior Officers shall be paid for their accumulated time at the existing hourly rate when they retire. All accumulated days that count towards terminal leave shall be paid at the rate of 9 ½ hours per day, regardless of the assignment worked by the employee when such days were banked.

The lifetime cap on accumulated hours shall remain unchanged. Should any Patrol Officer, who is subject to a lifetime cap that is lower than the current cap governing accumulated hours for Superior Officers, be promoted, such officer will remain subject to the lower lifetime cap notwithstanding his/her promotion.

Section 3. Those Police Superior Officers who have attained his/her twenty-fifth (25th) year of service during the term of the July 1, 2003 – June 30, 2008 collective bargaining agreement remain eligible to receive 280 hours of terminal leave. Police Superior Officers eligible for 280 hours of terminal leave remain limited to the previously established 400 hour maximum number of accumulated hours.

For those Police Superior Officers who have attained his/her twenty-fifth (25th) year of service during the term of the July 1, 2003 – June 30, 2008 collective bargaining agreement, effective July 1, 2011, terminal leave shall be reduced from 280 hours to 265 hours. Effective July 1, 2012, terminal leave shall be reduced from 265 hours to 250 hours. Effective June 30, 2013, terminal leave shall be reduced from 250 hours to 235 hours. Added to such leave shall be all accumulated vacation time and schedule adjustment days due the retiring police superior officer.

ARTICLE 24

DURATION

This Agreement shall be effective retroactive to July 1, 2008 and shall extend through June 30, 2013. Either party wishing to terminate, amend or modify such Agreement must so notify the other party in writing sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of the notification by either party, a conference shall be held between the City and the SOA's negotiating committee for the purpose of such amendment, modification or termination of said Agreement.

In the event neither party serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before the aforementioned sixty (60) days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one additional year.

The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal council ordinance. This Agreement is further subject to appropriation being available for any of the purposes hereinabove mentioned, and if not available, the City agrees to exert its bona fide a lawful efforts to obtain such appropriations. This Agreement is also subject to the provisions of any State law, court decisions, statutes, Civil Service rules and regulations, which should prevail.

ARTICLE 25

D.O.P. CLASSIFICATION AND PROMOTIONS

Promotional examinations for the three ranks above Sergeant will be requested by the Department of Personnel. Said request will be made by the City prior to the expiration of the current list so that the test date will coincide, as near as possible, with the expiration of the old list. There will be no overlapping of an old promotional list with a new list. The parties understand that this procedure will result in short gaps of time when there is no promotional list due to the Department of Personnel processing and promulgation of the new list.

ARTICLE 26

SICK LEAVE INCENTIVE

Any Superior Officer who takes no sick time during the calendar year shall receive three (3) sick leave days (28.5 hours) each calendar year in which he/she qualifies for the sick leave incentive.

In addition to the incentive for perfect attendance, if any Police Superior Officer utilizes no more than five (5) sick days related to a single illness in a year, the Police Superior Officer shall receive one (1) sick leave day equaling 9 1/2 hours.

Sick leave days awarded under this Article are in addition to terminal leave and all other accumulated time due and will be paid according to the terminal leave schedule (Article 23, section 2).

ARTICLE 27

STRESS UNIT

Section 1. The City and the SOA jointly agree to be guided by the Police Stress Unit recommended critical incident procedures.

Section 2. A member of the Bayonne Police Department who is a Certified Critical Incident Stress Debriefer and is on duty at the time his/her services are needed shall be granted time off from work without loss of pay, subject to the approval by the Chief of Police or his-designee. If the member is off duty and the Chief or his designee determines that the member should be called into duty, and the member does report to duty upon recall to respond to the incident, he/she shall not receive the call-in guarantee but shall be compensated on an overtime basis for all time worked.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be signed by their duly authorized officers this 2nd day of

May 2011.

CITY OF BAYONNE

BAYONNE POLICE SUPERIOR OFFICERS ASSOCIATION

By:



Name: Stephen J. Gallo

Title: Business Administrator

By:



Name: David P. Tobey

Title: SOA President

Attest: _____

APPENDIX A

WAGE CHART: 2008 - 2013

Effective Date:	Sergeant	Lieutenant	Captain
7/1/2008	\$95,870	\$110,251	\$126,788
1/1/2010	\$97,787	\$112,456	\$129,324
10/1/2010	\$99,743	\$114,705	\$131,910
4/1/2011	\$101,738	\$116,999	\$134,548
10/1/2011	\$103,773	\$119,339	\$137,239
4/1/2012	\$106,886	\$122,919	\$141,357
10/1/2012	\$109,024	\$125,378	\$144,184
4/1/2013	\$112,294	\$129,139	\$148,509