

# 117

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
DEC 18 1990  
RUTGERS UNIVERSITY

AGREEMENT

between

TOWN OF SECAUCUS

and

SECAUCUS PBA LOCAL 84  
(SUPERIOR OFFICERS ASSOCIATION)

---

JANUARY 1, 1989 through DECEMBER 31, 1990

---

MARTIN R. PACHMAN, P.C.  
60 East Main Street  
Freehold, New Jersey 07728  
(201) 780-5590

TABLE OF CONTENTS

<u>PAGE #</u>	<u>TITLE</u>	<u>ARTICLE #</u>
1	PREAMBLE	1
1	RECOGNITION	2
1	MANAGEMENT RIGHTS	3
2	GRIEVANCE PROCEDURE	4
6	SALARIES	5
6	LONGEVITY	6
7	DEDUCTIONS FROM WAGES	7
8	NO-STRIKE PLEDGE	8
9	HOURS AND OVERTIME	9
12	VACATIONS	10
12	HOLIDAYS	11
13	SICK LEAVE	12
17	MAINTENANCE OF STANDARDS	13
17	ASSOCIATION ACTIVITIES	14
19	RIGHTS OF EMPLOYEES	15
21	LEAVES OF ABSENCE	16
21	EXCHANGE OF DAYS OFF	17
22	HEALTH AND WELFARE INSURANCE	18
23	ADDITIONAL LEAVES	19
24	DISCIPLINARY ACTION	20
25	CLOTHING ALLOWANCE	21
26	PATROL CARS AND EQUIPMENT	22
27	HANDGUNS	23
27	PERSONNEL EQUIPMENT	24
28	TRANSPORTATION OF MENTAL PATIENTS	25
28	MUTUAL AID	26
28	DAMAGED POLICE VEHICLES	27
28	FACILITIES	28
29	OFF-DUTY POLICE ACTION	29
29	FUNERAL SERVICES	30
30	POLICE SCHOOLS	31
31	MILITARY LEAVE	32
31	COMMENDATIONS	33
31	PERSONNEL FILES	34
32	EDUCATION INCENTIVE	35
32	MISCELLANEOUS	36
33	SEPARABILITY AND SAVINGS	37
33	DATA FOR FUTURE BARGAINING	38
34	PROMOTIONS AND LAYOFFS	39
34	NEGOTIATION OF A SUCCESSOR AGREEMENT	40
35	AGENCY SHOP	41
36	TERMINAL LEAVE	42
37	NO WAIVER	43
37	DURATION	
38	EXHIBIT A	

13

the following rights:

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

ARTICLE 2 - MANAGEMENT RIGHTS

the plural as well as the singular.

B. The title of Superior Officer shall be defined to include the rank of Patrolman, but excluding the Chief of Police.

A. The Employer recognizes the Association only as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Superior Officers herein defined as all police officers above

ARTICLE 1 - RECOGNITION

issues between the Town and the Association.

represents the complete and final understanding of all bargainable called the "Association" or the "PSOA", and subject to law, POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 84 (hereinafter Jersey (hereinafter called the "Town"), and the NEW JERSEY STATE by and between the TOWN OF SECAUCUS, in the County of Hudson, New

THIS AGREEMENT, entered into this day of , 1990,

PREAMBLE

R3

1. 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 this Agreement, and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept informal as may be appropriate.

A. Purpose

ARTICLE 3 - GRIEVANCE PROCEDURE

States.

B. The reasonable exercise of the foregoing powers, rights, authority, duties and responsibilities of the Town, the adoption of policies, rules, regulations and practices in the implementation thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent that those terms are in conformance with the Constitution and Laws of New Jersey, including Chapter 123 of the Laws of 1975, and of the United

just cause according to law.

To take any permissible disciplinary action for good and employment or assignment, and to promote and transfer employees; to determine their qualifications and conditions for continued To hire all employees subject to the provisions of law, activities of its employees; of the Town Government and its properties and facilities and the To the executive management and administrative control

43

a decision in writing within twenty (20) days from the receipt of  
b. The Chief of Police, or his designee, shall render

superior shall result in its transfer to the Chief of Police.  
grievance. Failure to resolve the grievance by the immediate  
(45) days shall be deemed to constitute an abandonment of the  
his immediate superior. Failure to act within the said forty-five  
made to settle the difference between the aggrieved employee and  
writing to his immediate superior, and an earnest effort shall be  
(45) days of the occurrence of the grievance by submitting it in  
institute actions under the provisions hereof within forty-five  
a. An aggrieved employee or the Association shall

Step One

in its entirety unless any step is waived by mutual consent.  
between the parties covered by this Agreement and shall be followed  
constitutes the sole and exclusive method for resolving grievances  
c. Steps of the Grievance Procedure. The following

raised by an individual or the Association.  
decisions affecting terms and conditions of employment, and may be  
terms and conditions of this Agreement, policies, or administrative  
controversy arising over the interpretation or adherence to the  
B. Definition. The term "grievance" as used herein means any

Association.  
having the grievance adjusted without the intervention of the  
the matter informally with the Chief of Police or his designee and  
limiting the right of any employee having a grievance to discuss  
2. Nothing contained herein shall be construed as

and Council. In the event the aggrieved elects to pursue his sooner than thirty (30) days after the final decision of the Mayor b. However, no arbitration hearing shall be scheduled

such tribunal. jurisdiction for plenary hearing in accordance with the rules of competent jurisdiction or to an administrative agency of competent appeal the decision of the Mayor and Council to a court of an arbitrable issue, then the grievant shall have the right to Employment Relations Commission. If the matter does not involve arbitrator shall be selected pursuant to the rules of the Public (25) days after the determination by the Mayor and Council. An Relations Commission for appointment of an arbitrator within twenty aggrieved may refer the matter to the New Jersey Public Employment Two, and the matter alleges a violation of this Agreement, then the a. If the grievance is not settled through Steps One and

Step Three - Arbitration

from the receipt of the grievance. regularly scheduled meeting, but not to exceed twenty (20) days makes a determination within ten (10) days after the Council's next b. The Mayor and Council shall review the matter and Council.

the Chief of Police, the matter may be submitted to the Mayor and Step One, then within ten (10) days following the determination of a. In the event the grievance is not resolved through

Step Two

the grievance by the immediate superior.

23

f. All time limits set forth above shall refer to working days. The term "working days" is meant to exclude

of the determination of the arbitrator. determination of Step Three, the PSOA will promptly receive a copy present. In the event the PSOA is not present at the final of a PSOA representative, in which case the PSOA may not be grievance procedure, unless the employee objects to the presence to be present and state its views at Steps Two and Three of the objects to present his own grievance, the PSOA shall have the right representative selected or approved by the PSOA. When an employee grievance procedure by himself or, at his option, by a e. Any employee may be represented at all stages of the

witnesses, shall be paid by the party incurring same. other expenses, including but not limited to the presentation of borne by the party against whom the decision is rendered. Any d. The costs of the service of the arbitrator shall be

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

the arbitration hearing shall be cancelled and the matter withdrawn appellate rights in accordance with Revised Statutes 40A:14-150,

P.3

From the beginning of the 6th year of service through the 10th year 38

From the 11th year of service through the 15th year 58

be as set forth below.

length of continuous and uninterrupted service with the Town, shall

A. The present longevity program, based upon the employee's

ARTICLE 5 - LONGEVITY

year shall receive a pro rata of such stipend.

of \$750 per annum. Officers so assigned for only a portion of the

shall receive, in addition to the salary set forth above, a stipend

B. Superior Officers assigned to standby duty as Detectives

7/1/89	7/1/89	7/1/89	7/1/90	7/1/90
\$41,734	\$43,403	\$45,139	\$46,944	\$46,944
Sergeant				
45,921	47,758	49,668	51,655	51,655
Lieutenant				
50,113	52,117	54,201	56,369	56,369
Captain				

be as follows:

A. The salary for Sergeants, Lieutenants and Captains shall

ARTICLE 4 - SALARIES

moved to the next step.

within the time limits set forth shall permit said grievance to be

grievance shall be deemed waived. Failure to answer a grievance

not adhered to for moving a grievance to the next step, the

9. In the event that the time limits set forth above are

Saturdays, Sundays and legal holidays.



13

A. The Town agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which the deductions

ARTICLE 6 - DEDUCTIONS FROM WAGES

C. If an employee is on unpaid leave status for all or part of any year, the employee shall not be entitled to accumulate the benefits set forth herein for the period of such status.

B. Any employee whose length of service prior to July 1st in any year shall, on the basis of the schedule in Section 5.A. hereof, entitle him to longevity pay or to an increase in longevity pay, shall receive such longevity pay or increase in longevity pay as of, retroactive to, and commencing from January 1st of that year. Any employee whose length of service shall not entitle him to longevity pay or to an increase in longevity pay until July 1st, or after in any year, shall receive such longevity pay or increase in longevity pay as of and commencing from January 1st in the following year.

From the 16th year of service	78
From the 21st year of service	98
From the 25th year of service	118
Beginning on the 26th year of service	

13

deemed grounds for termination of employment of such employee or any employee covered under the terms of this Agreement shall be covenanted and agreed that participation in any such activity by B. In the event of a strike, slowdown, or walkout, it is

duties of employment), work stoppage, slowdown or walkout. from the full, faithful and proper performance of the employee's position, or stoppage of work or abstinence in whole or in part report for duty, or willful absence of any employee from his members take part in any strike (i.e., the concerted failure to its behalf will cause, authorize, or support, nor will any of its of this Agreement neither the Association nor any person acting in A. The Association covenants and agrees that during the term

ARTICLE 7 - NO-STRIKE PLEDGE

cards submitted by the Association to the Town. taken by the Town in reliance upon salary deduction authorization forms of liability that shall arise out of or by reason of action Town harmless against any and all claims, demands, suits or other Treasurer. The Association shall indemnify, defend and save the authorization" form and deliver the signed form to the Town C. The Association will provide the necessary "check-off

authorized deduction for each employee. furnish to the Town new authorizations from its members showing the change in the rate of membership dues, the Association shall B. If, during the life of this Agreement, there shall be any were made.

83

he/she shall be paid for a full hour at the premium rate. After provided that if any employee works beyond fifteen (15) minutes, first fifteen (15) minutes of the first overtime hour, and further, that no additional compensation shall be paid for the however, be compensated at the premium rate of time and one-half, provided, Any employee working beyond the end of his/her shift shall then in that event the least senior officers will be required to from the prior shift, and if there are insufficient volunteers, over onto the next shift, the Superior shall request volunteers appropriate Superior Officer. In the event employees must be held B. All overtime work is mandatory upon request by an of an average of forty (40) hours per week.

A. The normal working week shall consist of the present total

ARTICLE 8 - HOURS AND OVERTIME

E. The Town agrees to not lock out its employees.

the Association or its members.

for injunction or damages or both in the event of such breach by judicial relief as it may be entitled to have in law or in equity limit or restrict the Town in its right to seek and obtain such D. Nothing contained in this Agreement shall be construed to any strike, work stoppage, slowdown or walkout.

whatever affirmative steps are necessary to prevent and terminate C. The Association will actively discourage and will take procedure contained in Article 3.

employees, subject, however, to the application of the grievance

23

D. If an employee is recalled to duty on a day he is scheduled to be off, he shall receive payment for all time worked, with a minimum guarantee of three (3) hours at the premium rate set forth in paragraph B. above, with the option of time off as set forth therein. For specialists, such as breathalyzer, the minimum shall

C. Overtime duty which requires one or more Superior Officers to be called in shall be granted by a rotating seniority list. Specialists shall be utilized in accordance with their own seniority system. In the event use of the appropriate seniority list does not provide the manpower required, the least senior officer(s) reached shall be required to report, and in the event the required manpower is still not reached, the Department may require any member to work. Individual Superior Officers' work schedules shall not be adjusted for the purpose of avoiding the rotating seniority provisions of this paragraph.

Overtime payments shall be made in the first paycheck following the period in which overtime is earned. Unless a Superior Officer requests otherwise at the time of working said overtime, overtime shall be paid in cash rather than compensatory operations.

the first hour, overtime will be earned on a quarter hour basis at the premium rate. In lieu of cash payments, an employee may opt to receive compensatory time off at the premium rate of time and one-half. Such time may be taken only when scheduled with the Chief so as not to unreasonably interfere with departmental

R.3.

H. All compensatory time, whether received pursuant to the provisions of this Agreement regarding holiday pay or overtime, which is earned or accrued after execution date of this Agreement, must be utilized in units of one or more complete tour. Requests for use of compensatory time must be made not less than seventy-two (72) hours prior to the beginning of the requested tour or tours off, except in emergent circumstances. In the event departmental needs prohibit the use of compensatory time within the period prescribed herein, such time shall accumulate for use within

G. It is the responsibility of each employee to report to duty at the appropriate time and to provide transportation for such purpose, if necessary, if a police vehicle, due to operational needs, is not available to transport employees to and from work. No employee shall be picked up in accordance with this paragraph, unless the request for transportation is received at the desk at least twenty (20) minutes prior to the start of this scheduled tour.

hour guarantee at the premium rate shall be paid.

F. If any employee is required to appear in Court, Grand Jury or administrative agency when not already in a paid status, the employee shall receive payment at the premium rate for actual time spent, except in the case of Municipal Court, where a minimum 2 hour guarantee at the premium rate shall be paid.

E. If an employee is unable to take a lunch period by reason of being ordered to work, he shall be compensated by receiving one-half (1/2) hour's pay at the premium rate.

be three (3) hours.

R.S.

B. If an employee is on an unpaid leave status for all or part of any year, the employee shall not be entitled to accumulate each year.

two (2) days' pay by May 31 and three (3) days' pay in December of 2. The five (5) paid holidays shall be compensated with

on January 1st and five (5) days on July 1st of each year. herein. These days shall be credited at the rate of six (6) days holidays which shall be utilized in accordance with Article 8.H. 1. Employees shall receive compensatory time off for (5) paid days.

holidays granted per annum: eleven (11) compensatory days and five A. Effective January 1, 1989, there shall be sixteen (16)

ARTICLE 10 - HOLIDAYS

seniority as is the present practice.

E. Superior Officers shall select vacations in order of next succeeding year.

is not granted, it must be taken and shall be granted during the D. When in any calendar year the vacation or any part thereof that year.

C. Vacation earned during a calendar year may be taken during accordance with current practice.

B. Vacation scheduling procedures shall be adhered to in A. Vacations for employees shall be twenty-four (24) days.

ARTICLE 9 - VACATIONS

the next succeeding twelve (12) month period.

*[Handwritten initials]*

leave for the calendar year, said employee shall be entitled to  
4. In the event an employee does not utilize any sick

subject to the grievance procedure contained in this Agreement.  
abused sick leave. Any denial by the Mayor and Council shall be  
unreasonably denied, provided the employee has not previously  
sick leave at their discretion. The application shall not be  
and Council, upon application by the employee, may grant additional  
long-term illness exhausts all accumulated sick leave, the Mayor  
3. In the event an employee suffering from a bona fide

to year to be used it and when needed for such purpose.  
calendar year shall accumulate to the employee's credit from year  
2. Any amount of sick leave allowance not used in any  
every calendar year thereafter.

1. The minimum sick leave with pay shall accrue to any  
full-time employee on the basis of fifteen (15) working days in

B. Amount of Sick Leave

accident, or exposure to contagious disease.  
unable to perform their work by reason of personal illness,  
2. Sick leave may be utilized by employees when they are  
aggregate years of service.

employees shall be entitled to sick leave with pay based upon their  
1. All permanent employees or full-time provisional

A. Service Credit for Sick Leave

ARTICLE 11 - SICK LEAVE

the benefits set forth herein for the period of such status.

*R.P.*

1. An employee who shall be absent on sick leave for

D. Verification of Sick Leave

shall constitute a resignation.

4. Absence without notice for five (5) consecutive days

four (4) hours whenever possible.

to which the employee is returning. Said notification shall be

one (1) hour in advance of the scheduled start of the first shift

employee shall call the Desk to inform it of the intended return

3. When an employee is returning from sick leave, said

notification shall be four (4) hours in advance whenever possible.

not be reporting due to the continued use of sick leave. Such

the Desk prior to the start of each shift when the employee will

2. Any employee, while on sick leave, shall call in to

constitute cause for disciplinary action.

the Desk may be cause for denial of the use of sick leave and

reached and the nature of the illness or injury. Failure to notify

to the address and telephone number where the employee may be

reporting time, of the absence, and further advise the Desk as

injury, notify the Police Desk at least one (1) hour before normal

illness or injury, shall, on the first day of such illness or

1. All personnel, when absent from duty because of

C. Reporting of Absence on Sick Leave

pay period after notice is given to the Employer of his selection.

succeeding year and shall be paid for such days within the first

employee may exercise this option within the first month of the

An purchase up to five (5) of said sick leave days for that year.



Handwritten mark or signature in the top right corner.

temporary disability benefits accruing under the provisions of the employee's inability to work. During this period of time, all continue such employee at full pay during the continuance of such suffers a work-connected injury or disability, the Employer shall 1. Where an employee covered under this Agreement

E. Work Incurred Injury

his return will not jeopardize the health of the other employees. the employee is capable of performing his normal duties and that designated by the Town. Such examination shall establish whether to be examined, at the expense of the Town, by a physician because of personal illness, as a condition of his return to duty, 3. The Town may require an employee who has been out shall be required.

contagious disease, a certificate from the Department of Health 2. In case of leave of absence due to exposure to a Town may require the employee to be examined by the Town physician. the event of any question concerning the above entitlement, the for recovery, all in the form of a physician's certification. In which it incapacitates the employee, the diagnosis and prognosis evidence shall indicate the nature of the illness, the extent to of sick leave shall be cause for disciplinary action. The medical it is reasonably suspected that the employee is abusing it. Abuse notwithstanding the limitation in the preceding sentence, whenever may require proof of illness of an employee on sick leave, acceptable medical evidence substantiating the illness. The Town three (3) or more consecutive work days shall be required to submit

P.2.

Workers' Compensation Act shall be paid over to the Employer.

2. The employee shall be required to present evidence by a certificate from a responsible physician that he is unable to work. The Employer may require the said employee to present an additional certificate from the Police Surgeon.

3. 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 Employer 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 of the last reviewing court, which shall be binding upon the parties.

4. For the purposes of this Article, injury or illness incurred while the employee is acting in any Employer authorized activity shall be considered in the line of duty.

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

6. 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.

3

periods of negotiation sessions as are mutually scheduled. exceed two (2), shall be excused from their normal duties for such C. During negotiations, Association representatives, not to addition to those provided elsewhere.

The rights granted hereunder shall in all cases be deemed to be in under New Jersey Statutes or other applicable laws and regulations. restrict any employee or the Town in such rights as they may have B. Nothing contained herein shall be construed to deny or this Agreement.

in any way reduces or conflicts with the terms and provisions of into any contractual agreement with any individual employee which A. The Town and the PSOA agree that neither party shall enter

ARTICLE 13 - ASSOCIATION ACTIVITIES

implementation. negotiated with the majority representative prior to governing working conditions, as set forth above, shall be B. Proposed new rules or modifications of existing rules maintained for the life of this Agreement.

within the Police Department, currently in effect, shall be Office of the Police Chief which are of universal application the Town pertaining to Police employees, or directives from the Regulations of the Police Department, Ordinances or Resolutions of work, and general working conditions contained in the Rules and A. All conditions of employment relating to wages, hours of

ARTICLE 12 - MAINTENANCE OF STANDARDS

22

H. Employees represented by the PSOA, as part of BBA Local No. 84, shall be included in the convention and meeting leaves set forth in the BBA Agreement, Article 14.01 and 14.02.

G. The PSOA's designated representative shall participate in all mutually scheduled proceedings arising out of the grievance arbitration procedure and mutually scheduled meetings and conferences between the PSOA and the Department during work time with no loss of pay or benefits.

2. The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.

1. The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.

F. The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

E. The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

D. The Employer recognizes the right of the Association to designate representatives within the Department and alternates for the monitoring of this Agreement, provided they are members of the Department or their attorneys.

23

Police Headquarters or the location where the incident allegedly designated by the Chief of Police. Usually, it will be at the location where the incident allegedly

2. The interrogation shall take place at a location compensated therefor.

interrogation takes place during off-duty hours, he shall be otherwise, as determined by the Chief of Police. If such on duty, unless the exigencies of the investigation dictate at a reasonable hour, preferably when the member of the force is 1. The interrogation of a member of the force shall be

discipline, the following rules are hereby adopted:

conducted in a manner which is conducive to good order and

F. In an effort to insure that these investigations are

Officers designated by the Chief of Police and the governing body.

E. These questions may require investigation by Superior

actions with the public.

D. Out of these contacts may come questions concerning the

relationships with the public.

and its members involve them in all manner of contacts and

C. The wide-ranging powers and duties given to the Department

their employment is in the nature of the public trust.

on the manner in which Superior Officers perform their duty, and

B. The security of the community depends to a great extent

the exercise of a portion of the police powers of the municipality.

officers in that the nature of their office and employment involves

A. Members of the force hold a unique status as public

ARTICLE 14 - RIGHTS OF EMPLOYEES

23

about to be charged, he shall be afforded an opportunity to consult being charged with a violation of the rules and regulations, or is 7. If a member, as a result of an investigation, is

time.

member shall also be advised of the name of the complainant at this representatives before and during any further interrogation. The afforded an opportunity to consult with counsel or PSOA decision of the United States Supreme Court, and he shall be investigation, he shall be given his rights pursuant to the current to be, that is, if he is a suspect or the target of a criminal 6. If a member of the force is under arrest or is likely

informing the member of the possible consequences of his acts. herein shall be construed to prevent the investigating officer from shall be made as an inducement to answering questions. Nothing dismissal or other disciplinary punishment. No promise of reward offensive language, nor shall he be threatened with transfer, 5. The member of the force shall not be subject to any

as are reasonably necessary.

for personal necessities, meals, telephone calls, and rest periods Reasonable respites shall be allowed. Time shall also be provided 4. The questioning shall be reasonable in length.

to the Department, then the Officer shall be so advised. If the informant's or complainant's name is anonymous or unknown nature of the investigation before any interrogation commences. 3. The member of the force shall be informed of the

occurred.

*[Handwritten initials]*

1. Exchanges shall only be permitted with Superior days off under the following conditions:  
 Superior Officer of the Department to exchange working tours and/or  
 A. The Chief of Police shall grant the request of any

ARTICLE 16 - EXCHANGE OF DAYS OFF

commencement of leave.  
 restored to the level of seniority enjoyed immediately prior to  
 period of leave. Upon return from leave, an employee shall be  
 program, an employee on leave shall prepay the premiums due for the  
 To be eligible to participate in the Town's Health Insurance  
 seniority nor any other benefits under this Agreement shall accrue.  
 prior to commencing his leave. While on said leave, neither  
 inactive status and shall turn in his identification and badge  
 B. A member on an unpaid leave shall be considered on an  
 not be arbitrarily or unreasonably denied.

Council upon the recommendation of the Chief of Police, and shall  
 Such leave shall be granted at the sole discretion of the Mayor and  
 leave may be extended for an additional period of six (6) months.  
 cause to any employee for a period of up to six (6) months. Said  
 A. A leave of absence without pay may be granted for good

ARTICLE 15 - LEAVES OF ABSENCE

complainant at this time.  
 with counsel or PSOA representatives before and during any further  
 interrogation. The member shall also be advised of the name of the

Handwritten initials or mark in the top right corner.

C. The Town reserves the right to change insurance carriers from the contract.

B. Should the provision of any feature of this insurance program be declared illegal, such insurance benefit will be dropped and the practices incident thereto.

2. Employees shall be entitled to post-retirement health insurance in accordance with the Town Resolution of May 23, 1978 Rider J Program.

A. 1. The following coverage for each Superior Officer and his dependents will be provided: UCR/Blue Cross/Blue Shield and

ARTICLE 17 - HEALTH AND WELFARE INSURANCE

5. No Superior Officer shall be permitted to participate in more than six (6) such exchanges of duty per year, except that in special circumstances, approval may be requested of the Chief or his designee.

agency appearance.

4. Exchanges shall not be permitted for days on which either Superior Officer is scheduled for a court or administrative double shift through this system.

3. No Superior Officer will be permitted to work a recorded in the Department records.

2. All requests will be made at least twenty-four (24) hours prior to the requested exchange, in writing, and will be recorded in the Department records.

Officers of equal rank and ability to perform their functions within the Department.



so long as substantially similar benefits are provided.

D. The Town shall provide the employee with legal aid as required by statute. In the event a Superior Officer elects to utilize a privately retained attorney, the appropriate arrangements shall be made regarding fees with the Town. Any liability for costs of legal defense beyond those agreed to by the municipality shall be the responsibility of the individual employee.

E. Employees shall be permitted to join a Health Maintenance Organization Plan in lieu of paragraph A above, if otherwise eligible.

F. The Employer shall maintain at its expense a full family dental program equivalent to the coverage provided other municipal employees.

G. Each employee covered by this Agreement shall receive one hundred (\$100.00) dollars per year as an eyeglass purchase allowance, which may be utilized for the employee or a member of the employee's family. The eyeglass purchase allowance shall be paid to each employee in December of each year.

ARTICLE 18 - ADDITIONAL LEAVES

A. In the event of a death in the immediate family, employees shall be granted time off from the date of death to the date of the funeral.

B. For the purposes of this Article, immediate family shall be defined as spouse, child, step-children, mother, father, sister, brother or step-parents.

23

constitute just cause for disciplinary action under this Article

C. Willful or reckless abuse of municipal equipment shall  
proceeding.

Section shall not be the subject of a separate arbitration  
the Department. The decision of the Chief of Police under this  
immediate necessity for the safety of the public or the welfare of  
the Chief of Police deems the suspension of the employee an  
and has been found guilty, except in cases of a severe nature when  
benefits until after said employee has had a disciplinary hearing  
B. Employees shall not be suspended or suffer any loss in

cause.  
A. Permanent employees shall be disciplined only for just

ARTICLE 19 - DISCIPLINARY ACTION

Article shall be with pay.

other time off and benefits granted herein. All leave under this  
E. Time off under this Article shall be in addition to all  
be granted at the discretion of the Town Council.

D. Upon serious illness of a member of the immediate family  
of an employee, as defined in 18.B. above, leave of absence shall  
three (3) days.

from the date of death up to the day of the funeral, not to exceed  
of the employee, the employee shall receive time off upon request  
law, grandparent, or any other relative in the immediate household  
C. In the event of the death of a mother-in-law, father-in-

R.S.

gun belt; holster; firearm; ammunition; nightstick holder; 1 pair winter pants; 1 raincoat; 1 rain cover; boots; white gloves; 2 ties; 2 shields (1 hat, 1 shirt); 1 dress blouse; 1 winter coat; sleeved, 3 long-sleeved); 1 pair of summer pants; 1 pair of shoes; quantities: 2 hats (1 summer, 1 winter); 6 shirts (3 short- shall purchase replacement items for the Officers in the following of two ways: (a) If immediate compliance is required, the Town Town alters the current uniform standards, it may do so in either F. Upon execution of this contract, in the event that the duty, except as plainclothes assignments might require.

E. Nothing other than approved uniforms may be worn while on bi-annually in June and September.

D. Payment in accordance with paragraph 20.A. shall be paid in headquarters, restaurants and radio cars.

C. Employees shall be permitted to remove uniform hats while Departmental standards.

B. Employees may purchase uniforms and equipment at any place of their choice so long as the material purchased meets departmental standards.

A. There shall be paid to each employee in the bargaining unit, including plainclothes officers, a clothing maintenance allowance annually in the amount of nine hundred fifty (\$950.00) dollars.

ARTICLE 20 - CLOTHING ALLOWANCE

as determined by the Chief. The Town reserves the right to pursue additional remedies as it may have against the individual.

23

to be classified as 4-ply belted. State approved roof lights, rear inside door handles to be removed, including buttons. Tires brakes; power steering; power door locks; power trunk release. All suspension, screen, nightstick holders and air conditioning; power Police package, including heavy front and rear

contain the items set forth below:

Agreement shall be equipped with full police package and shall

C. All police vehicles purchased after the execution of this

from service and repaired.

is in an unsafe operating condition, said vehicle shall be removed

B. In the event the Tour Commander determines that a vehicle

superior.

to immediately report any defective vehicles to their immediate

A. It shall be the responsibility of each Superior Officer

ARTICLE 21 - PATROL CARS AND EQUIPMENT

This option shall not be applicable to guns and holsters.

eighteen (18) months from the date of issuance of the new standard.

standard. Complete compliance shall be effected not later than

allowance to purchase uniform items in compliance with the new

not required, the Officers shall utilize their regular uniform

be provided "at cost" by the Town. (b) If immediate compliance is

Officer. Any additional patches sought by a Superior Officer shall

patch, the Town shall provide ten (10) replacement patches to each

handcuff holder. In the event of a change of the authorized Police

nightstick; handcuffs; keyring; whistle; wooden billie; flashlight;

R.E.

A. The Town shall provide each permanent employee with a fifteen (.15) cent per mile reimbursement when using their own vehicles to attend mandated police schools or when on other official Town business, unless a Police Department vehicle is made

ARTICLE 23 - PERSONNEL EQUIPMENT

B. Ammunition for the regulation duty weapon shall be of a standard issue prescribed by the Chief of Police, and the Town will provide all ammunition required in connection with all uses of the regulation duty weapon.

A. In addition to the regulation duty weapons prescribed for all personnel by the Chief of the Department, an employee may carry an additional handgun concealed on his person, provided he has been qualified with respect to the use of same by a certified Range Officer.

ARTICLE 22 - HANDGUNS

of this Agreement shall be equipped with air-conditioning.

F. All new patrol cars ordered after the date of execution adequate radio, red lights, and siren.

E. Cars shall not be put into regular patrol service without shovel, plastic bags and gloves, and an animal snare.

D. The following items shall be available at Headquarters: shall remain the same as in prior Agreement.

siren and radio. Interior lights to be deactivated when the door is open. Trunks shall be compartmentalized. All other equipment

A. All sanitary facilities and equipment in the Department, including, but not limited to, toilets, shall be furnished and maintained in good working order by the Town.

ARTICLE 27 - FACILITIES

A. An officer shall not be required to list himself as operator of a parked and unattended vehicle struck in an accident unless State law requires such listing.

ARTICLE 26 - DAMAGED POLICE VEHICLES

A. Superior Officers engaged in a neighboring municipality pursuant to mutual aid agreements shall, if injured, be entitled to full protection under applicable State statute.

ARTICLE 25 - MUTUAL AID

A. To the extent of availability of training facilities, Officers will be provided with training in the proper procedures for the handling and transportation of mental patients.

B. No Superior Officers shall be requested to transfer mental patients without being accompanied by a second Officer of equal training.

ARTICLE 24 - TRANSPORTATION OF MENTAL PATIENTS

B. All employees shall acquire and maintain their driver's license and/or motorcycle driver's license annually.  
available for such use.

*[Handwritten initials]*

A. Attendance at funeral services by off-duty Superior

ARTICLE 29 - FUNERAL SERVICES

statutes.

to any reference in N.J.S.A. 40A-1 et seq. and any other applicable were then on duty. The above definition is subject and subordinate shall have all rights and benefits concerning such action as if he available, shall be considered Police action, and the employee have been taken by an Officer on active duty if present or the force on his time off within the Town of Secaucus, which would duty 24 hours per day, any legitimate action taken by a member of A. Since all Superior Officers are presumed to be subject to

ARTICLE 28 - OFF-DUTY POLICE ACTION

prior to Court appearances as per past practice.

E. The Employer will provide necessary records and evidence

the Desk and the Squad Room will be available.

the purpose of typing and dictating reports. Communication between Squad Room equipped with a typewriter for the use of employees for D. The Employer will provide a separate room known as the

current practice.

locker for which he may provide his own lock, in accordance with C. Every member shall be supplied with his own personal

tables, dressing room facilities.

order, and replace when necessary, the following: lockers, chairs, B. The Town shall also furnish, maintain in good working

*Handwritten initials*

unreasonably denied.

shall become part of his record. Such permission shall not be own time and at his own expense, but certification of completion permission is granted, such schooling shall be on the employee's training schools other than those required by the Town. If

B. A Superior Officer may request permission to attend

directly from home.

the employee's home, if the employee is permitted to attend be the shorter of either to and from Headquarters or to and from receive overtime in accordance with Article 8. Travel time shall If the course exceeds the length of the shift, the employee shall schedule, he/she shall report to duty for the balance of the shift. time. If the course hours are less than the Officer's normal shift of duty for the time spent at the course plus reasonable travel school, such attendance shall be time worked and shall be in lieu

A. When the Chief requires Officers to attend training

ARTICLE 30 - POLICE SCHOOLS

and shall do so on their own time.

procession. The two (2) members shall be chosen by the Association (2) members of the Association to attend an official funeral Town agrees to supply a Police vehicle (marked) for the use of two Firefighter in the line of duty in the State of New Jersey, the

B. In the event of the death of a Police Officer or a funeral for a municipal official.

Officers shall be voluntary unless their attendance is required at



*[Handwritten initials]*

D. All personnel files will be carefully maintained and  
reputal in his file.

it if he so desires, and he shall be permitted to place said  
available to him, and he shall be given the opportunity to rebut  
actions is to be placed in his personnel file, a copy shall be made  
C. Whenever a written complaint concerning an Officer or his

personnel file upon request.

B. Any member of the Police Department may review his  
office of the Chief of Police.

files are confidential records and shall be maintained in the  
maintained for each employee covered by this Agreement. Personnel

A. A separate personnel file shall be established and

ARTICLE 33 - PERSONNEL FILES

Excellent Police Service - Certificate of Commendation

Combat Cross - 1 day's pay

Medal of Honor - 2 days' pay

mention by the Department, he shall receive the following:

A. When an employee is awarded a commendation or honorable

ARTICLE 32 - COMMENDATIONS

granted.

protection of applicable laws, and leave of absence shall be  
during national emergency, or drafted, shall be given all the

A. Any employee called into armed forces of the United States

ARTICLE 31 - MILITARY LEAVE

23

A. Every Superior Officer shall, at the expense of the Town,

ARTICLE 35 - MISCELLANEOUS

the benefits set forth herein for the period of such status.

part of any year, the employee shall not be entitled to accumulate

D. If an employee is on an unpaid leave status for all or

credits earned prior to employment in accordance with Article 34.B.

salary contained herein, shall receive compensation for education

C. New hires, in addition to all other payments, including

evidenced by an official transcript.

each year for credits earned up to and through that year as

compensation shall be a stipend paid annually during December of

Science at an accredited institution of higher education. This

per credit for courses leading to AA, BA or MA degrees in Police

B. Compensation shall be at the rate of ten (\$10.00) dollars

pursuing higher education in the field of Police Science.

A. The Town hereby agrees to compensate Superior Officers for

ARTICLE 34 - EDUCATION INCENTIVE

anyone not in the Police Department.

shall be permitted to disclose phone numbers of Police Officers to

confidential and shall not be kept in view of the public. No one

F. Phone numbers and addresses of Superior Officers shall be

his file upon request, at the employee's cost.

E. An employee shall be entitled to photocopy any portion of

removed therefrom without the employee's permission.

safeguarded permanently, and nothing placed in any file shall be

*[Handwritten initials]*

limited to, such items as salaries and benefits enjoyed by other  
B. The relevant data noted above may include, but may not be  
that each may require to bargain collectively.

available to the other all relevant public data in their possession  
A. The Employer and the Association each agree to make

ARTICLE 37 - DATA FOR FUTURE BARGAINING

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

ARTICLE 36 - SEPARABILITY AND SAVINGS

the reason for said disapproval.  
when a disapproval is forwarded to the employee, it shall state  
the employee with a written notice of approval or disapproval, and  
transfers, or school attendance, the request shall be returned to  
B. Whenever an employee submits a request for time off,  
Department.

identifying said individual as a member of the Secaucus Police  
be furnished with a valid identification card for the purpose of

Handwritten initials or mark in the top right corner.

with all necessary power and authority to make proposals, consider parties mutually pledge that their representatives shall be clothed the selection of the negotiation representatives of the other. The B. Neither party in any negotiations shall have control over

after ratification by the parties, shall be executed by them. negotiating unit and the Town, and shall be reduced to writing, and consideration. Such Agreement shall apply to all members of the appropriate subjects which it desires to place before the other for party shall be free to propose and negotiate with regard to all modifications to be included in any successor Agreement. Each law, and agree to present to each other their proposals for negotiations over a successor Agreement in accordance with existing A. The Town and the Association agree to enter into

ARTICLE 39 - NEGOTIATION OF A SUCCESSOR AGREEMENT

pursuant to 40A:14-143.

B. Layoffs on the Secaucus Police Department shall be made Department shall be made pursuant to 40A:14-129.

A. Promotions to any higher rank in the Secaucus Police

ARTICLE 38 - PROMOTIONS AND LAYOFFS

subject to 37.A.

employee groups, the costs of various insurance and other programs, information concerning overtime worked by employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty, and other data of a similar nature,

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and 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 representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the Town by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the

ARTICLE 40 - AGENCY SHOP

both parties.

C. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations by a written amendment duly executed by representatives of their principals.

proposals, make counter-proposals, and accept any of them in the course of negotiations, consistent with their status as

BY: [Signature]  
 ATTEST:

BY: [Signature]  
 ATTEST:

BY: [Signature]  
 ATTEST:

BY: [Signature]  
 ATTEST:

SECACUS POLICE BENEVOLENT  
 ASSOCIATION LOCAL 84  
 SUPERIOR OFFICERS

TOWN OF SECACUS

their hands and seals the day and year first above written.  
 IN WITNESS WHEREOF, the parties hereto have hereunder set  
 shall expire on December 31, 1990.  
 A. This Agreement shall be effective January 1, 1989 and

ARTICLE 43 - DURATION

set forth herein.

A. No individual agreement or understanding between any  
 employee(s) and the Employer shall constitute a waiver of the terms

ARTICLE 42 - NO WAIVER

deduction of a long-term illness or injury or any part thereof from  
 the formula as aforesaid. Terminal leave shall be available only  
 to employees who retire in accordance with the requisites of the  
 pension system.

EXAMPLES OF WORK: Gives desired information to inquirers as to local geography, local occurrences, provisions of the law and other proper matters; assists and protects children in crossing streets; regulates and controls pedestrian and vehicular traffic, when necessary, so as to assure safety, reasonably rapid movement of traffic, and a minimum of interferences; helps to maintain order at places where people gather in numbers; notes conditions while patrolling the designated territory, calls the attention of householders and others to matters needing their attention, checks the condition of occupied buildings, and takes steps to protect them from damage and theft; takes needed action as to suspicious persons and conditions and reports significant actions, occurrences and condition; provides police protection when large sums of money are in transit; makes investigations of complaints involving misconduct, suspicious behavior, illegal activities, improper conditions, and other matters, within the field of police operations; responds to calls concerning bomb threats and conducts bomb searches; notes and reports holes in the pavements, dangerous poles, imperfect street lights, and other conditions constituting dangers of hazards; gives needed first aid in case of accidents; keeps records of the time and place of varied public meetings and takes any steps necessary to assure orderly and safe conditions; when on duty at night, notes whether gates, doors, gratings, and entrances are securely fastened when they should be, and if not, investigates and notifies interested persons or police headquarters of conditions that should be corrected; checks cars in restricted areas; when necessary, apprehends, warns, or takes into custody violators of the law; gives testimony in court; prepares simple but clear reports of significant activities and conditions; when in police headquarters, receives complaints, takes proper action by notifying police officers by radio, and helps keep needed records.

DEFINITION: Performs a variety of duties related to protection of life and property, enforcement of criminal and traffic laws, prevention of crime, preservation of the public peace, apprehension of criminals, maintenance of public health, safety and welfare, and the rendering of assistance and protection to members of the public.

EXHIBIT A  
JOB SPECIFICATION  
POLICE OFFICER