

Contract no. 230  
(dup.)

BAYONNE, N.J.

1989 OCT 13 AM 10:20

**A G R E E M E N T**

Between

**CITY OF BAYONNE**

and

**POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 7**

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**EFFECTIVE: January 1, 1989 through December 31, 1991**

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**APRUZZESE & McDERMOTT  
MASTRO & MURPHY  
A Professional Corporation  
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P.O. Box 329  
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A G R E E M E N T

THIS AGREEMENT, made this *27<sup>th</sup>* day of *October*, 1989, between the City of Bayonne, hereinafter referred to as "City" or "Employer" and New Jersey State Policemen's Benevolent Association, Bayonne Local Number 7, hereinafter referred to as the "P.B.A.",

WITNESSETH:

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

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the P.B.A. as follows:

ARTICLE 1

RECOGNITION

Section 1. The Employer hereby recognizes the aforementioned P.B.A. as the exclusive representative for all its patrolmen in its Police Department in Bayonne, New Jersey, but excluding superior officers and all other employees. Patrolmen, as used herein, shall mean all male and female police officers below the rank of Sergeant, including Patrolmen, Patrolwomen and acting Detectives.

Section 2. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union 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 Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union 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 Union and the Employer.

Section 3. The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union 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. This right 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 Association.

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ARTICLE 3

GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as an alleged violation of this Agreement or an improper administrative decision.

B. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment of employees in Article 1. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate members of the police administration, and having the grievance adjusted without intervention of the P.B.A., provided the adjustment is not inconsistent with this Agreement. The P.B.A. will be given the opportunity to be present at such adjustments provided the grievant requests same.

C. Procedure

An aggrieved employee shall institute action under the provisions hereof within ten (10) calendar days of the occurrence complained of. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

D. The Following Procedure is Mutually Agreed Upon for the Settlement of Grievances:

STEP ONE

An employee with a grievance shall first discuss it with the captain in command at the time the grievance occurred with the objective of resolving the matter informally.

In the event that a grievance involves alleged improper action by an Inspector, Deputy Chief, Chief or Director of Police, the grievance shall be instituted at the level where the grievance arises and the necessity of presenting the grievance at the lower steps of the grievance procedure shall be waived.

STEP TWO

If the aggrieved person is not satisfied with the disposition at Step One, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, the aggrieved person may discuss the matter with the Deputy Chief or Inspector in charge of his division and present to such officer a statement of the grievance in writing. The superior officer shall render his decision in writing within five (5) calendar days after presentation of a grievance to him.

STEP THREE

If the aggrieved person is not satisfied with the decision under Step Two or if no decision has been rendered within five (5) calendar days after presentation of the grievance to the superior officer, the aggrieved person may present the written

grievance to the Chief. The Chief shall render his decision, in writing, within seven (7) calendar days after the presentation of the grievance to him.

STEP FOUR

In the event that the aggrieved person is not satisfied with the decision of the Chief at Step Three, or in the event that no decision has been rendered by the Chief within seven (7) calendar days after presentation of the grievance to him, the matter shall be presented by the aggrieved person or the P.B.A. on his behalf to the Director of the Department of Public Safety. The Director shall render his decision, in writing, within seven (7) calendar days after the presentation of the grievance to him.

STEP FIVE

In the event that the P.B.A. is not satisfied with the decision of the Director, the P.B.A., on the grievant's behalf, has fifteen (15) calendar days in which to request binding arbitration.

A. Such request for arbitration shall be made in writing to the Public Employment Relations Commission for the submission of a panel to select an arbitrator pursuant to the procedure of the Agency.

B. The Arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing.

C. The costs for the services of the Arbitrator shall be borne equally by the City and the P.B.A. All other expenses



incidental to and arising out of the arbitration shall be paid by the party incurring same.

D. A grievance affecting a class of employees under Article 1 may be submitted by the P.B.A. on behalf of said named group at the appropriate Step of the grievance procedure.

E. Charges or Complaints Against Employees:

1. 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.

2. 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.

3. 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.

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

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

(c) 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

interrogating officer and identity of all persons present during the interrogation.

(d) The member of the Department shall be informed of the nature of the investigation before any interrogation 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 being interrogated is a witness only, he should be so informed.

(e) The interrogation 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.

(f) 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.

(g) In all cases wherein a member is to be interrogated 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 Policemen's Benevolent Association before

being interrogated. An attorney of his own choosing and/or a representative of the Policemen's Benevolent Association may be present during the interrogation, but may not participate in the interrogation except to counsel the member. However, in such cases, the interrogation may not be postponed for the purpose of counsel and/or a representative of the Policemen's Benevolent Association past 10:00 A.M. of the day following notification of interrogation.

(h) 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.

(i) Under the circumstances described in paragraph (g), 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.

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

(k) 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.

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4. 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.

5. 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 salary schedule for first grade employees in the bargaining unit shall be as follows:

Effective January 1, 1989	\$31,020.00
Effective July 1, 1989	\$32,261.00
Effective January 1, 1990	\$33,229.00
Effective July 1, 1990	\$34,500.00
Effective January 1, 1991	\$36,225.00
Effective July 1, 1991	\$37,674.00

Section 2. Notwithstanding any of the foregoing, anyone appointed after September 1, 1977 to the position of policeman shall be paid during the term of this Agreement in accordance with the salary schedule set forth below:

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	<u>Effective First Pay in Jan. 1989</u>	<u>Effective First Pay in July, 1989</u>	<u>Effective First Pay in Jan, 1990</u>
Academy Rate - to be paid from date of hire to successful completion of Academy training or six (6) months whichever is shorter.	\$19,760	\$20,550	\$21,167
Starting Salary - to be for period of one (1) year from date starting salary is received.	\$22,383	\$23,278	\$23,977
Commencing the first day of the first payroll period following the first anniversary of receipt of Starting Salary	\$23,859	\$24,813	\$25,557
Commencing the first day of the first payroll period following the second anniversary of receipt of Starting Salary	\$25,340	\$26,353	\$27,144
Commencing the first day of the first payroll period following the third anniversary of receipt of Starting Salary	\$26,815	\$27,888	\$28,725
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Starting Salary	\$28,291	\$29,423	\$30,305
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Starting Salary	\$31,020	\$32,261	\$33,229

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	Effective First Pay in <u>July, 1990</u>	Effective First Pay in <u>Jan, 1991</u>	Effective First Pay in <u>July, 1991</u>
Academy Rate - to be paid from date of hire to successful completion of Academy training or six (6) months whichever is shorter.	\$21,908	\$23,003	\$23,924
Starting Salary - to be for period of one (1) year from date starting salary is received.	\$24,816	\$26,057	\$27,099
Commencing the first day of the first payroll period following the first anniversary of receipt of Starting Salary	\$26,452	\$27,774	\$28,885
Commencing the first day of the first payroll period following the second anniversary of receipt of Starting Salary	\$28,094	\$29,499	\$30,679
Commencing the first day of the first payroll period following the third anniversary of receipt of Starting Salary	\$29,730	\$31,217	\$32,465
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Starting Salary	\$31,366	\$32,934	\$34,252
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Starting Salary	\$34,500	\$36,225	\$37,674

Section 3. Increments - All policemen with at least five (5) 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:

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A. All policemen who have been employed for a period of at least five years shall receive an additional 2% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifth anniversary of said member's employment.

B. All policemen who have been employed for a period of at least ten years shall receive an additional 4% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the tenth anniversary of said member's employment.

C. All policemen who have been employed for a period of at least fifteen years shall receive an additional 6% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifteenth anniversary of said member's employment.

D. All policemen who have been employed for a period of at least twenty years shall receive an additional 8% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twentieth anniversary of said member's employment.

E. All policemen who have been employed for a period of at least twenty-two years shall receive an additional 10% of their base pay as a longevity salary increment. The payment of said

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increment shall commence on the first day of the first payroll period following the twenty-second anniversary of said member's employment.

Section 4. Clothing Allowance - Effective January 1, 1987, the members of the force shall, in addition to their salaries, be paid the sum of seven hundred and fifty (\$750.00) dollars per year as an allowance for the purchase, care and replacement of uniforms. The said sum shall be paid in two installments to such members or retired members, who have been in the position mentioned above during the six month period immediately preceding the dates when payments shall come due. The sum of \$375.00 shall come due and payable on the first day of July, and the sum of \$375.00 shall come due and payable on the twenty-second day of December in each year. For the purpose of this section, the six month period prior to the first day of July shall be deemed to commence on the first day of January and the six month period prior to the twenty-second day of December shall be deemed to commence on the first day of July. Plainclothesmen will be entitled to this allowance.

If the City decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items. Utilization of this clause shall not diminish the clothing allowance set forth in this Agreement.

A police officer's uniform or personal equipment which are required by him in his capacity as a police officer, which may be

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damaged during the course of his employment, shall be replaced at the expense of the City, except where such damage is caused by the negligence of the employee. Management reserves the right to inspect uniforms.

Any such payments made under the provisions of this paragraph shall be in addition to the police officer's annual clothing allowance otherwise referred to in this Section.

Section 5. Payroll checks - Payroll checks and clothing checks shall be delivered by approximately 9:15 A.M. on the day they are due, barring unforeseen circumstances.

#### ARTICLE 5

##### HOURS OF WORK AND OVERTIME

Section 1. The shift patterns for employees assigned to the Bureau of Patrol in the Uniformed Division which were in effect at the time the negotiations resulting in this Agreement commenced shall remain in full force and effect upon the execution of this Agreement. Commencing January 1, 1990, the Patrol Division shift schedule shall be a repeating schedule of five days on and two days off, five days on and three days off, with off duty days being full calendar days. Employees covered hereunder who work a steady 5-2 schedule shall receive a forty-four (44) hour per annum reduction in hours actually worked to equate to the reduction afforded the Patrol Division. The Department must give sixteen (16) hours prior notice to an employee in the Bureau of

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Patrol before changing his scheduled shift and requiring him to report to work. This prior notice does not apply in emergency or overtime situations.

Section 2. Compensation for off-duty time spent for criminal court, grand jury proceedings, administrative bodies and traffic violation appearances shall be as follows:

- |  |                               |
|--|-------------------------------|
| (a) Upper court or state agency appearance in Trenton  | 8 hours at straight time rate |
| (b) Superior court and County court in Hudson County or other courts, or administrative bodies and Grand Jury proceedings. | 6 hours at straight time rate |
| (c) Municipal court  | 4 hours at straight time rate |

When a policeman is subpoenaed to appear in the upper court or state agencies as set forth in (a) and (b) above, the policeman shall contact the Detective Bureau for verification that his appearance is required on a certain date.

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 3. Overtime pay at time and one-half (1-1/2x) the straight time rate will be paid for all hours over eight (8) in a day and forty (40) in a week, 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 only. Overtime shall be rotated among employees on this list. If or when an employee is called for overtime duty, and he is not contacted or the request for overtime cannot be communicated to him in time to perform such duty, he shall be called again for the next overtime duty assignment. If an employee is called for overtime duty and declines same, then he shall not be called again for the next overtime duty assignment until the entire list is called.

Section 4. Whenever a police officer completes his tour, returns to his home and is then required to report back to headquarters or duty, he 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 policemen 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 5. 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.

Policemen are subject to physical examinations by the Department's doctor at any time after an absence due to sickness or accident. Any policeman absent one month due to sickness or

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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 Public Safety for review and consideration as to the policeman's fitness to return to work.

## ARTICLE 6

### HEALTH INSURANCE

Section 1. The City shall assume the full cost for providing Blue Cross, Blue Shield, Rider J and Major Medical insurance for each employee and his eligible dependents.

Section 2. Effective December 31, 1986, there shall be a hospitalization insurance benefit for retirees implemented for all employees covered by this Agreement subject to the following terms and conditions:

(1) Eligibility - Employees must have been actively employed as a police officer for the City of Bayonne on or after January 1, 1985; and must have at least 25 years of service with the City of Bayonne; and must be at least 55 years of age; and must not be on disability or early retirement. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided for those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the City to verify that no other source of insurance coverage is provided for them.

(2) Duration - This benefit will only be provided until the eligible retiree reaches age 65. If an eligible retiree dies prior to age 65 and leaves a surviving spouse who was receiving benefits under this plan, such surviving spouse shall continue to receive coverage under this plan as herein defined until the spouse reaches age 65 or obtains insurance from another source.

(3) Description - This benefit shall include Blue Cross, Blue Shield, Major Medical and Rider J, for the retiree or for husband and wife only, whichever is applicable.

(4) Premium Payments - Upon implementation of this plan the City shall be obligated to contribute to the cost of premiums to the maximum amount of \$1,200.00 per year per retiree. Effective January 1, 1988 any employee covered by this contract who retires after 1/1/88 and who is eligible for this benefit shall be entitled to contribution of subsidization from the City for cost of insurance premium in the maximum of \$1,300.00 per annum. For the term of this Agreement, the City shall be obligated to contribute up to seventy-five (75%) percent of the cost of coverage for retiree or for retirees and spouse only under the State Health Benefits plan as provided by the City for eligible employees who retire after January 1, 1989. In no event, however, shall the total contribution by the City exceed one (1%) percent of base salaries paid to police officers covered by the terms of this Agreement during any calendar year in which this plan is in effect. If the contributions by the City are not

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sufficient to pay for the entire cost of premiums, suitable arrangements shall be made between the partes for payment of the balance of premiums in order for an otherwise eligible retiree to receive this benefit.

Section 2. The New Jersey Dental Plan with family coverage and "Ortho I" shall continue to be provided to each member of the bargaining unit with the premiums paid for by the City.

Effective January 1, 1986, the present New Jersey Dental Plan coverage shall be improved to provide 70/30 coverage for children and orthodontic coverage for adults. Effective January 1, 1987, the orthodontic coverage provided for under the existing Dental Plan shall be increased from Eight Hundred (\$800.00) Dollars to One Thousand (\$1,000.00) Dollars. The premiums for dental coverage will continue to be paid for by the City.

Section 3. The \$1.00 co-payment family prescription plan as submitted by the Rasmussen Agency shall be provided to members of the bargaining unit, and the premiums for same shall be paid by the City.

## ARTICLE 7

### RETENTION OF BENEFITS

Section 1. 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

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this Agreement. Vacation benefits for police officers hired after January 1, 1980 are set forth in Appendix A attached hereto.

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

#### LEGAL AID

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

#### ARTICLE 9

#### 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 P.B.A. because of membership or activity in

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the P.B.A. The P.B.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the P.B.A. shall discriminate against any employees because of race, creed, color, age, sex or national origin.

#### ARTICLE 10

##### 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 other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

#### ARTICLE 11

##### P.B.A. RIGHTS AND PRIVILEGES

Section 1. The City agrees to make available information which may be necessary for the P.B.A. 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 Law Director.

The personnel office shall make an employee's personnel file available for inspection by the employee on a reasonable basis.

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This privilege does not apply to files of the Internal Affairs Unit.

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

Section 3. The P.B.A. shall have the right to use the police bulletin board at Police Headquarters to post P.B.A. information.

Section 4. The President, the State Delegate of the P.B.A. and a representative of the Safe Streets Unit or their designees shall have the right to attend regular P.B.A. Local and State monthly meetings without loss of pay. However, this right is subject to denial by the Chief of Police, subject to appeal to the Director of Public Safety, based on the needs of the police service.

Section 5. The City agrees that the President of the P.B.A. must request permission from the Captain in command, or in his absence, the desk lieutenant, to leave his post on P.B.A. business not to exceed one hour. This permission will be granted as a matter of right unless manpower needs prevent same. Any additional time over one hour must be with specific permission from the Captain in command. The City further agrees that any authorized representative(s) of the P.B.A. may enter headquarters of the Municipal Building during the work day or night at

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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. The P.B.A. President will be assigned to a permanent Monday to Friday day tour.

Section 6. A patrol car is to be provided to the P.B.A. 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 a year.

#### ARTICLE 12

#### HOLIDAY CALENDAR

There shall be eight (8) annual holidays granted to each officer. Five of these holidays shall be added to the officer's vacation pursuant to present polices. Three of these holidays shall be treated as personal leave days and administered pursuant to the provisions of Article 14 herein. Effective calendar year 1991, one additional holiday shall be granted. This day may be taken as time off or, if the City has the money, it can be paid at the option of the employee. If the employee opts to be paid and the City has the money, application for holiday pay shall be made 45 days in advance. If the employee opts to take the day off, it shall be administered pursuant to the provisions of Article 14 herein.

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 of Bayonne, 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 other employees is contractually authorized by way of negotiations between the other employees and the City.

### ARTICLE 13

#### LEAVES OF ABSENCE

##### A. Funeral Leave

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 work day 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, son, daughter, 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.

##### B. Military Leave

Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be

case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

At the expiration of such leave, the employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

D. Paid Leave of Absence - Attendance at P.B.A. Conventions

A maximum of four (4) employees, to be selected by the P.B.A., 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 eighteen (18) working days per year.

ARTICLE 14

PERSONAL LEAVE

There shall be three (3) paid days per calendar year in accordance with Article 12 for the personal use of the eligible employee and shall not be charged against sick leave with pay no vacation leave, nor substituted therefore. These must be applied for no less than five (5) days in advance, except in emergency, of their requested use, and shall accumulate only through the year following the year in which said days were earned. Each employee, however, will be given every opportunity to utilize this leave during the current credit year.

So that the granting of such leave shall not adversely affect the working efficiency of employee's department, the Chief of Police, at his discretion, shall determine the number of such

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leaves to be granted by him for any particular day; however, the Director shall decide the number of employees in a particular work unit who may be granted leave on any given work day so that such requests would not be arbitrarily denied.

## ARTICLE 15

### 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 Workers' 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 Workers' Compensation, or by the final decision of the last reviewing court which judgment or decision shall be binding upon the parties. This section is not intended to amend Section 1.

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

Section 4. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or an injury on duty, the parties agree to be bound by the decision of an 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.

#### ARTICLE 16

##### 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 majority representative 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 17

#### OFF DUTY POLICE ACTION

Since all police officers 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 officers, and further recognizing the weighty responsibility and hazards confronting such armed off-duty police officers, any action taken by a member of the force on his time off when not in the active employ 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

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all of the rights and benefits concerning such action as if he were then on active duty.

#### ARTICLE 18

##### 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 (3) PBA representatives.

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

#### ARTICLE 19

##### RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

Section 1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of 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 P.B.A., 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.

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ARTICLE 20

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 21

TERMINAL LEAVE

Employees who have at least 25 years of service as a police officer for the City of Bayonne, and who retire and are eligible for a pension under the retirement system shall be entitled to receive a terminal leave benefit of thirty (30) work days.

ARTICLE 22

DURATION

This Agreement shall be effective retroactive to January 1, 1989, and shall extend through December 31, 1991. 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 Unit'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.

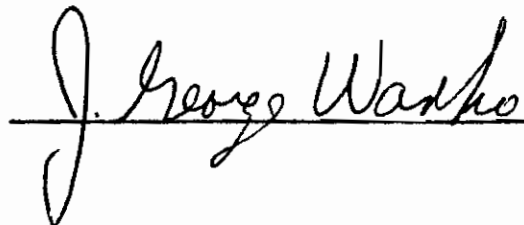
The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. This Agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned, and if not available, the City agrees to exert its bona fide and 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.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their duly authorized officers this day of \_\_\_\_\_, 1989.

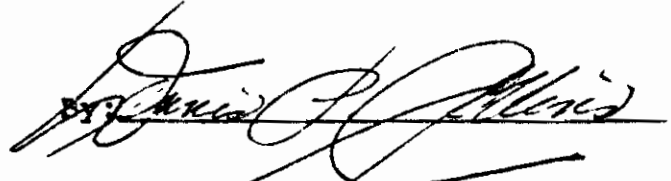
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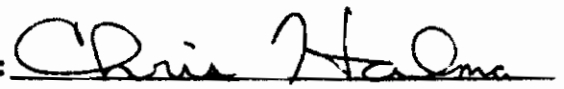
ATTEST:

  
\_\_\_\_\_

CITY OF BAYONNE

  
By: \_\_\_\_\_

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, BAYONNE  
LOCAL NUMBER 7

By:   
PBA#7 President

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APPENDIX A

A. In accordance with Article 12 which provides five (5) of the eight (8) paid holidays will be taken as a week's vacation, the vacation benefits for police officers hired after January 1, 1980 will be as follows:

After 1 year of service - 2 weeks (including the 5 holidays)

After 2 years of service - 3 weeks (including the 5 holidays)

After 3 years of service - 4 weeks (including the 5 holidays)

After 4 years of service - 5 weeks (including the 5 holidays)

B. Police officers who are entitled to four (4) weeks vacation and eight (8) holidays, five (5) of which to be taken as a week's 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.

C. Police officers who are entitled to three (3) weeks vacation and eight (8) holidays, five (5) of which to be taken as a week's vacation, will receive two (2) weeks vacation between June 24th and September 4th and the remaining two (2) weeks between January 1st and June 24th or September 4th and December 31st.

D. Police officers who are entitled to two (2) weeks vacation and eight (8) holidays, five (5) of which to be taken as a week's vacation, will receive one (1) week's vacation between

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June 24th and September 4th and the remaining two (2) weeks between January 1st and June 24th or September 4th and December 31st.

E. No summertime vacations will be given to police officers with less than two (2) years of service.

F. Should an officer prefer to have three (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 prescheduled vacation time.

G. Vacation leave in less than weekly segments may be permitted to employees covered by this Agreement subject to the following:

- (1) The period between May 15th and September 15th may not be used for vacations of less than weekly segments.
- (2) Personal day entitlement under the terms of the contract must be used before vacations in less than weekly segments will be granted.
- (3) Request for use of vacation in less than weekly segments must be made at least five (5) days in advance.
- (4) No more than one week of vacation (5 working days) may be used in less than weekly segments.

- (5) Granting of vacation in less than weekly segments shall be subject to the approval of the Director of Public Safety or his designee. Subject to the needs of the Department, such approval shall not be unreasonably withheld.