

A G R E E M E N T

between

CITY OF BAYONNE

and

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

EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2013

PREPARED BY:

LINDABURY, MCCORMICK, ESTABROOK & COOPER

Attorneys for PBA Local No. 7

53 CARDINAL DRIVE

P.O. BOX 2369

WESTFIELD, NEW JERSEY 07091

(908) 233-6800



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A G R E E M E N T

THIS AGREEMENT, made as of this 1st day of
July 2010, 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
"PBA",

WITNESSETH:

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

NOW, THEREFORE, in consideration of the premises
and mutual agreement herein contained, the parties
hereto agree with each other in respect to the

employees of the Employer recognized as being
represented by the PBA as follows:

ARTICLE 1

RECOGNITION

Section 1. The Employer hereby recognizes the
aforementioned PBA as the exclusive representative for
all its police officers in its Police Department in
Bayonne, New Jersey, but excluding superior officers
and all other employees. Police officers, 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 (85%) percent 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 or

existing rules governing working conditions shall be negotiated with the PBA.

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 PBA, provided the adjustment is not inconsistent with this Agreement. The PBA 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 PBA 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 PBA is not satisfied with the decision of the Director, the PBA, 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 PBA. 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 PBA 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.

ARTICLE 10

LEGAL AID

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

ARTICLE 11

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employee represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employees because of race, creed, color, age, sex or national origin.

ARTICLE 12

SEPARABILITY AND SAVINGS

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

ARTICLE 13

PBA RIGHTS AND PRIVILEGES

Section 1. The City agrees to make available information which may be necessary for the PBA to process any grievance or complaint, except in the case of personnel matters, in which 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. This privilege does not apply to files of the Internal Affairs Unit.

Section 2. Whenever any representative of the PBA or any police officer 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 PBA shall have the right to use the police bulletin board at Police Headquarters to post PBA information.

Section 4. The President, the State Delegate, or their designee shall have the right to attend regular state, county and local meetings and state committee meetings of the PBA without loss of pay. However, this right is subject

to denial by the Chief of Police or his designee based on manpower considerations.

Section 5. Unless prevented by manpower needs and at the discretion of the Chief of Police on a daily basis, the President of the PBA shall work fifty (50%) percent of his normal work tour and shall be relieved of duty for the balance or fifty (50%) percent of his shift for the purposes of conducting PBA business. The PBA President will be assigned the work schedule set forth in Article 8 consisting of four days on and three days off with the work days to be scheduled Monday through Friday. The City further agrees that an authorized representative(s) of the PBA may enter headquarters of the Municipal Building during the work day or night at reasonable hours, provided they announce their presence to the person in charge, and do not interfere with the normal work of headquarters of the Municipal Building or any office therein.

Section 6. A patrol car is to be provided to the PBA 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.

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

ARTICLE 14

HOLIDAY CALENDAR

Section 1. There shall be twelve (12) annual holidays granted to each officer.

The twelve (12) annual holidays shall be divided so that six (6) holidays shall be added to base pay before applying the general wage increase and shall be paid equally in each paycheck, and six (6) holidays shall be days off with pay per calendar year.

Section 2. From the six (6) unpaid holidays, officers may, at his/her option, bank or be paid for up to five (5) of these days. This holiday pay shall be paid on or about July 1 of the following year at the rate of pay in effect as of June 30 of the year in which the days were accrued. Application for payment of these days shall be made by the employee forty-five (45) days in advance of June 1.

Section 3. 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, nor shall it be provided if City Hall is closed due to inclement weather, in which event the holiday provisions regarding off duty compensation shall apply.

Section 4. Holiday time off must be applied for no less than four (4) days in advance of the date requested, except in case of emergency. All requests to take holiday time off shall be based upon seniority. Seniority will not be considered if less than four (4) days notice is given. Up to three (3) holidays may accumulate but only through the year following the year in which the days were earned. Each employee, however, will be given every opportunity to utilize this leave during the year in which the holidays are credited. The Chief of Police, at his discretion, shall determine the number of any holiday leaves to be granted for any particular day so that the working efficiency of the Department will not be adversely affected. Holidays may be used as full or half days. The police officer will be advised that his request for a day off has been granted at least three (3) days in advance of the date requested. Such approval cannot later be reversed unless there is a bona fide emergency in the City.

ARTICLE 15

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 workday after the funeral, not to exceed five (5) working days. Immediate family shall be defined as follows: mother, stepmother, father, stepfather, son, daughter, stepchildren, 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.

Employees shall receive one (1) day of bereavement leave for the death of a father-in-law or mother-in-law.

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 granted. Employees serving in a military unit such as the National Guard or Reserves who shall be required to appear for training or other activities by said unit, shall be entitled to all benefits under the statutes including appropriate time off without loss of pay benefits

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or time from the City. Employees shall notify their superior officer of their obligation to appear for training, or other activity of their military unit no later than their first scheduled workday after learning of such obligation.

C. Leaves of Absence Without Pay

Any permanent full time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed three (3) months. Said leave shall be renewable after three (3) months with the approval of the Employer.

The employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the Governing Body. The Governing Body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an employee's request for a leave of absence.

This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the employee has used his accumulated sick and vacation leave in the 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 PBA Convention

A maximum of four (4) employees, to be selected by the PBA, shall be entitled to time off with pay for attendance at PBA conventions. The amount of time off for all employees shall not exceed a total of eighteen (18) working days per year.

ARTICLE 16

VACATION

A. The vacation benefits for police officers covered by the contract will be as follows:

After 1 year of service - 5 working days

After 2 years of service - 10 working days

After 3 years of service - 15 working days

After 4 years of service - 20 working days

B. Police officers who are entitled to twenty (20) days vacation will receive eight (8) days vacation between June 24 and September 4, and the remaining twelve (12) days in two vacation periods consisting of four (4) days or eight (8) days between January and June 24 and the remainder, if any, between September 4 and December 31.

C. Police officers who are entitled to fifteen (15) days vacation will receive eight (8) days vacation between June 24 and September 4 and the remaining seven (7) days between January 1 and June 24 or September 4 and December 31.

D. Police officers who are entitled to ten (10) days vacation will receive eight (8) days vacation between June

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

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 twelve (12) days vacation during the period between January 1 and June 24 or September 4 and December 31, 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/her originally prescheduled vacation time.

G. All police officers shall be permitted to bank up to ten (10) vacation days per year beginning in the 15th year. The maximum number of hours that may be accumulated shall be 400. At the time of retirement, all police officers shall be paid for their accumulated time at the existing hourly rate when they retire.

H. Notwithstanding anything in the foregoing to the contrary, at the discretion of the Chief of Police, one week's worth of vacation time may be taken in single days.

ARTICLE 17

WORK INCURRED INJURY

Section 1. Where an employee covered under this Agreement suffers a work-connected injury or disability, the City shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provision of the 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 absence shall be computed or designated as sick leave or an injury on duty, the parties agree to be bound by the decision of the appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

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

ARTICLE 18

RULES AND REGULATIONS

The Employer may establish and enforce reasonable and just rules and regulations in connection with its operation of the Police Department and maintenance of discipline. However, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the 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, unjust, but not illegal, the employee or employees shall comply with the rule, regulations, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the Grievance Procedure set forth in this Agreement.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse

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

ARTICLE 19

OFF DUTY POLICE ACTION AND OFF DUTY PAY

Section 1. Since all police 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 all the rights and benefits concerning such action as if he were then on active duty.

Section 2. The off duty pay rate for non regular work shall be \$70.00 per hour of which \$60.00 shall be payable to the police officer and \$10.00 to the city for an administrative fee. The off duty pay rate for non regular work on Saturday, Sunday, holidays and after 8 hours shall be \$85.00 per hour, of which \$75.00 shall be payable to the officer and \$10.00 to the city for an administrative fee. The past practice of off duty pay rate for work at Bayonne Hospital, The Chandelier, Burger King,

the Motor Vehicle Commission and the Stop & Shop shall be \$40.00 per hour of which \$35.00 shall be paid to the police officer and \$5.00 shall be paid to the City for an administrative fee. If an off-duty assignment is scheduled for eight (8) hours and the hours worked on such assignment exceed four (4) hours, the officer shall be paid for the full eight (8) hours.

Section 3. The PBA President or his designee shall be authorized to rotate off-duty assignments among all qualified personnel.

ARTICLE 20

POLICE DEPARTMENT SAFETY COMMITTEE

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

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

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

ARTICLE 21

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is 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 PBA, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism or picketing and demonstrations, in connection therewith, or other such interference with the normal operation of the Police Department.

ARTICLE 22

NO WAIVER

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

ARTICLE 23

TERMINAL LEAVE

Section 1. 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 260 hours, payable at their existing hourly rate when they retire in two (2) equal payments. The first payment shall be made within sixty (60) days from the date of the notice of the intention to retire or on the date of retirement, whichever occurs later. The remaining payment shall be made as follows: Should an employee's date of retirement fall between January 1 and June 30 of any calendar year, the remaining terminal leave payment shall be made on January 1 of the subsequent calendar year. Should an employee's date of retirement fall between July 1 and December 31 of any calendar year, the remaining terminal leave payment shall be made on July 1 of the subsequent calendar year.

Section 2. Certain retirees shall be eligible to continue health insurance under the following conditions:

To be eligible, the employee must have been actively employed as a police officer for the City of Bayonne on or after January 1985 and must have at least twenty-five (25) years of service with the City of Bayonne and must be at least fifty-five (55) years of age and must not be on disability or early retirement. Effective 7/1/2004 an officer injured in the line of duty who receives a traumatic injury pension from PFRS shall be eligible to receive continuation of health insurance coverage. There shall be no minimum age requirement for employees who retire after January 1, 1993. Employees who retire on or after July 1, 2004, shall be required to meet all of the terms set forth herein for retiree health insurance except that they must have at least twenty (20) years of service with the City of Bayonne instead of twenty-five (25) years.

This benefit will only be provided to those police officers who meet the eligibility requirements and who do not have hospitalization coverage from another source. Eligible retirees shall cooperate in good faith with the City to verify that no other source of insurance is provided to them.

This benefit will only be provided until the eligible retiree reaches age sixty-five (65) or the age the retiree is eligible for Medicare, until the retiree's spouse reaches age sixty-five (65) or the age the retiree's spouse is eligible for Medicare and until the retiree's children reach age twenty-three (23). If an eligible retiree dies prior to age sixty-five (65) and leaves a surviving spouse who is receiving payments under this plan, such surviving spouse who is receiving payments under this plan, such surviving spouse and children shall continue to receive coverage under this plan as hereinafter defined until the spouse reaches age sixty-five (65) or the age the spouse is eligible for Medicare or obtains insurance from another source or the children reach the maximum age for coverage. Upon attainment of age 65 or the age eligibility for Medicare, the City shall be obligated to contribute up to \$750 per year toward the cost of insurance coverage for such eligible retiree.

For employees who retire on or after July 1, 2004, who have been receiving retiree health insurance under the provision of this Agreement, the City shall provide and pay for the Supplemental Medicare insurance at age 65 or the age of eligibility for Medicare.

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

Date of Retirement	Amount of Benefits Paid For by the City
Jan. 1, 1985 to Dec. 31, 1987	\$1,200/yr.
Jan. 1, 1988 to Dec. 31, 1988	\$1,300/yr.
Jan. 1, 1989 to Dec. 31, 1992	75% of cost of State Health Benefit Cost
Jan. 1, 1993 to Dec. 31, 1996	70% of cost of State Health Benefit Cost but not less than \$2,304
Jan. 1, 1997 and thereafter	100% of cost

Section 3. Retirees shall also be eligible for the prescription plan as per Sections 4 and 5 of Article 9.

ARTICLE 24

SICK LEAVE INCENTIVE

Any police officer who takes no sick time during a calendar year shall (i) receive a stipend of \$1000.00. This stipend shall be paid on the first pay period in the following July; or (ii) At the option of the officer, he/she may elect to take the incentive as three (3) banked days toward retirement.

ARTICLE 25

PROMOTIONAL EXAMINATION

The City shall request the New Jersey Department of Personnel to provide a promotional examination for the rank of sergeant. The City shall make such request prior to expiration of the current list so that the test date will coincide as near as possible to the expiration of the expiring list. The City will make a good faith effort to cooperate with the PBA to prevent any overlapping of an expiring promotional list with the new promotional list.

ARTICLE 26

STRESS UNIT

Section 1. The City and the PBA jointly agree to be guided by the Police Stress Unit recommended critical incident procedures (see Exhibit A).

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

ARTICLE 27

DURATION

This Agreement shall be effective retroactive to July 1, 2008 and shall extend through June 30, 2013. Either party wishing to terminate, amend or modify such Agreement must so notify the other party in writing sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of the notification by either party, a conference shall be held between the City and the 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 ordinance. This Agreement is further subject to appropriation being available for any of the purposes hereinabove mentioned, and if not available, the City agrees to exert its bona fide 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 17th day March, 2010.

ATTEST:

CITY OF BAYONNE



PBA LOCAL NUMBER 7



APPENDIX 1

<u>October 1, 2009</u>	<u>Yearly</u>	<u>Hourly</u>	<u>Daily</u>
Academy Rate – to be paid for a period of one (1) year from date of hire	\$37,922.00	\$21.88	\$207.88
Commencing the first day of the first payroll period following the first anniversary of receipt of Academy Rate	\$64,768.08	\$37.37	\$355.09
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate	\$68,680.56	\$39.63	\$376.54
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate	\$72,567.04	\$41.87	\$397.85
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate	\$76,462.88	\$44.12	\$419.20
With 2% longevity	\$77,992.14	\$45.00	\$427.59
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate	\$83,917.60	\$48.42	\$460.07
With 2% longevity	\$85,995.12	\$49.39	\$469.27

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<u>October 1, 2010</u>	<u>Yearly</u>	<u>Hourly</u>	<u>Daily</u>
Academy Rate – to be paid for a period of one (1) year from date of hire	\$37,922.00	\$21.88	\$207.88
Commencing the first day of the first payroll period following the first anniversary of receipt of Academy Rate	\$66,063.44	\$38.12	\$362.19
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate	\$70,054.17	\$40.42	\$384.07
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate	\$74,018.38	\$42.71	\$405.80
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate	\$77,992.14	\$45.00	\$427.59
With 2% longevity	\$79,551.98	\$45.90	\$436.14
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate	\$85,595.95	\$49.39	\$469.27
With 2% longevity	\$87,307.87	\$50.38	\$478.66

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	<u>June 1, 2011</u>	<u>Yearly</u>	<u>Hourly</u>	<u>Daily</u>
Academy Rate – to be paid for a period of one (1) year from date of hire	\$37,922.00	\$21.88	\$207.88	
Commencing the first day of the first payroll period following the first anniversary of receipt of Academy Rate	\$67,384.71	\$38.88	\$369.43	
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate	\$71,455.25	\$41.23	\$391.75	
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate	\$75,498.75	\$43.56	\$413.92	
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate	\$79,551.98	\$45.90	\$436.14	
With 2% longevity	\$81,143.02	\$46.82	\$444.86	
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate	\$87,307.87	\$50.38	\$478.66	
With 2% longevity	\$89,054.03	\$51.39	\$488.23	

	<u>December 1, 2012</u>	<u>Yearly</u>	<u>Hourly</u>	<u>Daily</u>
Academy Rate – to be paid for a period of one (1) year from date of hire	\$37,922.00	\$21.88	\$207.88	
Commencing the first day of the first payroll period following the first anniversary of receipt of Academy Rate	\$71,507.48	\$41.26	\$392.04	
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate	\$75,827.07	\$43.75	\$415.72	
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate	\$80,117.95	\$46.23	\$439.24	
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate	\$84,419.17	\$48.71	\$462.82	
With 2% longevity	\$86,107.55	\$49.69	\$472.08	
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate	\$92,649.59	\$53.46	\$507.95	
With 2% longevity	\$94,502.58	\$54.53	\$518.11	

APPENDIX 2
Employees hired on or after December 31, 2003

<u>June 1, 2013</u>	<u>Yearly</u>	<u>Hourly</u>	<u>Daily</u>	<u>October 1, 2009</u>	<u>Yearly</u>	<u>Hourly</u>	<u>Daily</u>
Academy Rate – to be paid for a period of one (1) year from date of hire	\$37,922.00	\$21.88	\$207.88	Academy Rate – to be paid for a period of one (1) year from date of hire	\$37,922.00	\$21.88	\$207.88
Commencing the first day of the first payroll period following the first anniversary of receipt of Academy Rate	\$72,937.63	\$42.08	\$399.88	Commencing the first day of the first payroll period following the first anniversary of receipt of Academy Rate	\$45,793.28	\$26.42	\$251.06
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate	\$77,343.61	\$44.63	\$424.03	Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate	\$52,147.68	\$30.09	\$285.90
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate	\$81,720.31	\$47.16	\$448.03	Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate	\$58,502.08	\$33.76	\$320.74
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate	\$86,107.55	\$49.69	\$472.08	Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate	\$64,856.48	\$37.42	\$355.57
With 2% longevity	\$87,829.70	\$50.68	\$481.52				
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate	\$94,509.58	\$54.53	\$518.11	Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate	\$71,210.88	\$41.09	\$390.41
With 2% longevity	\$96,392.63	\$55.62	\$528.47	Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate	\$77,565.28	\$44.76	\$425.25

Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate \$83,917.60 \$48.42 \$460.07

October 1, 2010
 Academy Rate – to be paid for a period of one (1) year from date of hire \$37,922.00 \$21.88 \$207.88

Commencing the first day of the first payroll period following the first anniversary of receipt of Academy Rate \$46,709.15 \$26.95 \$256.08

Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate \$53,190.63 \$30.69 \$291.62

Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate \$59,672.12 \$34.43 \$327.15

Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate \$66,153.61 \$38.17 \$362.68

Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate \$72,635.10 \$41.91 \$398.22

Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate \$79,116.59 \$45.65 \$433.75

Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate \$85,595.95 \$49.39 \$469.28

<u>June 1, 2011</u>	<u>Yearly</u>	<u>Hourly</u>	<u>Daily</u>
Academy Rate – to be paid for a period of one (1) year from date of hire	\$37,922.00	\$21.88	\$207.88
Commencing the first day of the first payroll period following the first anniversary of receipt of Academy Rate	\$47,643.33	\$27.49	\$261.20
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate	\$54,254.44	\$31.30	\$297.45
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate	\$60,865.56	\$35.12	\$333.69
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate	\$67,476.68	\$38.93	\$369.94
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate	\$74,087.80	\$42.75	\$406.18
Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate	\$80,698.92	\$46.57	\$442.43
Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate	\$87,307.87	\$50.38	\$478.66

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<u>December 1, 2011</u>	<u>Yearly</u>	<u>Hourly</u>	<u>Daily</u>
Academy Rate – to be paid for a period of one (1) year from date of hire	\$37,922.00	\$21.88	\$207.88
Commencing the first day of the first payroll period following the first anniversary of receipt of Academy Rate	\$48,357.98	\$27.90	\$265.12
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate	\$55,068.26	\$31.77	\$301.91
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate	\$61,778.54	\$35.65	\$338.70
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate	\$68,488.83	\$39.52	\$375.49
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate	\$75,199.12	\$43.39	\$412.28
Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate	\$81,909.40	\$47.26	\$449.06
Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate	\$88,617.49	\$51.14	\$485.85

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	<u>June 1, 2012</u>	<u>Yearly</u>	<u>Hourly</u>	<u>Daily</u>
Academy Rate – to be paid for a period of one (1) year from date of hire	\$37,922.00	\$21.88	\$207.88	
Commencing the first day of the first payroll period following the first anniversary of receipt of Academy Rate	\$49,566.93	\$28.60	\$271.75	
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate	\$56,444.97	\$32.57	\$309.46	
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate	\$63,323.00	\$36.54	\$347.17	
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate	\$70,201.05	\$40.51	\$384.87	
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate	\$77,079.10	\$44.48	\$422.58	
Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate	\$83,957.14	\$48.44	\$460.29	
Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate	\$90,832.93	\$52.41	\$497.99	

	<u>December 1, 2012</u>	<u>Yearly</u>	<u>Hourly</u>	<u>Daily</u>
Academy Rate – to be paid for a period of one (1) year from date of hire	\$37,922.00	\$21.88	\$207.88	
Commencing the first day of the first payroll period following the first anniversary of receipt of Academy Rate	\$50,558.27	\$29.17	\$277.18	
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate	\$57,573.87	\$33.22	\$315.65	
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate	\$64,589.46	\$37.27	\$354.11	
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate	\$71,605.07	\$41.32	\$392.57	
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate	\$78,620.68	\$45.37	\$431.03	
Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate	\$85,636.28	\$49.42	\$469.50	
Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate	\$92,649.59	\$53.46	\$507.95	