

AGREEMENT

Between

TOWN OF KEARNY

and

KEARNY DEPUTY POLICE CHIEFS' ASSOCIATION

January 1, 2007 through December 31, 2012

METS SCHIRO & MCGOVERN, LLP
555 U.S. Highway One South
Suite 240
Iselin, NJ 08830
Tele: 732-636-0040
Attorneys for Deputy Police Chiefs'
Association

APRUZZESE, McDERMOTT,
MASTRO & MURPHY, P.C.
25 Independence Boulevard
P.O. Box 112
Liberty Corner, NJ 07938
Tele: 908-580-1776
Attorneys for Town of Kearny

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NO.</u>
I	Recognition and Scope of Agreement2
II	Collective Negotiations Procedure3
III	Conducting Union Business.....5
IV	Association Leave Time6
V	Discrimination and Coercion7
VI	Pay Treatment for Extended Illness8
VII	Union Security9
VIII	Management of Town Affairs.....11
IX	Hours of Work and Work Schedule.....12
X	Vacation13
XI	Death in Family.....16
XII	Holidays17
XIII	Hospitalization20
XIV	Clothing Allowance23
XV	Liability Insurance24
XVI	Bulletin Boards25
XVII	Pensions26
XVIII	Discharge or Suspension.....27
XIX	Grievance Procedure28
XX	Arbitration.....30

TABLE OF CONTENTS – Cont’d

<u>ARTICLE</u>	<u>PAGE NO.</u>
XXI	Salary32
XXII	Longevity33
XXIII	Schedule for Payment of Certain Benefits.....34
XXIV	Access to Personnel Files.....35
XXV	Terminal Leave36
XXVI	Household Member Illness37
XXVII	Educational Benefits38
XXVIII	Reimbursement of Travel Expenses39
XXIX	Disciplinary Hearing – Rights of Police Officers40
XXX	Duration42
XXXI	Retroactivity.....43

This general agreement made and entered into on the _____ day of _____
2011 by and between the TOWN OF KEARNY, a municipal corporation in the County
of Hudson, hereinafter referred to as the "Employer" and KEARNY DEPUTY POLICE
CHIEFS' ASSOCIATION hereinafter referred to as the "Association."

WHEREAS, the parties hereto have carried on collective bargaining negotiations
for the purpose of developing an concluding a general agreement covering wages, hours
of work and other conditions of employment.

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

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer hereby recognizes the Association as the sole and exclusive representative of all the employees in the negotiations unit as defined in Article I, Section 2, herein for the purposes of collective negotiations and all activities and processes relative thereto.

Section 2. The negotiations unit shall consist of all sworn employees or members of the Police Department of the Town of Kearny, New Jersey, with the rank of Deputy Chief and now employed or hereinafter employed.

Section 3. This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4. This Agreement shall be binding upon the parties hereto and their successors.

ARTICLE II

COLLECTIVE NEGOTIATIONS PROCEDURE


Section 1. Collective negotiations with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized negotiations agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his/her designee, and the Association negotiating agent, or his/her designee, shall be the respective negotiating agents for the parties.

Section 2. Collective negotiations meetings shall be held at the times and places mutually convenient at the request of either party.


Section 3. Employees of the Employer who may be designated by the Association participate in collective negotiation meetings called for the purpose of the negotiation of a collective negotiations agreement will be excused from their work assignments with pay.

Section 4. No representative of the Employer shall meet with any member of the negotiation unit other than an authorized representative of the Association nor shall any member of the negotiations unit, without specific authority by the Association meet with a representative of the Employer for the purpose of discussing wages, hours or conditions of employment or other matters which are properly subjects of collective negotiations between the parties without prior notification to the Association and the Town of such meetings and without the presence at such meetings of a representative of the Association designated by the Association and a representative of the Employer.

The aforesaid provisions of Section 4 are not intended to prohibit, restrain, interfere with or affect in any way the collective negotiations or labor management relations activities between the parties, including but not limited to, meetings and discussions between authorized representatives of Employer and the Association during the term of this Agreement, the grievance procedure set forth in this Agreement and any other meetings or discussions required under this agreement or necessary for the proper implementation and performance of the terms of this Agreement.



Initials – Union



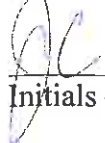
Initials - TOK

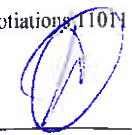
ARTICLE III

CONDUCTING UNION BUSINESS

Section 1. The Employer shall permit members of the Association Grievance Committee (not to exceed one), to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

Section 2. The Employer agrees to grant the necessary time off without loss of pay to the Association bargaining agent and/or assistant bargaining agent to conduct Association business provided that operational needs allow for such release as determined by the sole discretion of the Chief of Police or his designee. The Employer further agrees that said official shall be granted time off without loss of pay to attend in an official capacity as representative of the Association, funerals for any member of the Kearny Police Department who dies while in active service and other police officers who have given their lives in the line of duty. Nothing herein shall prevent the Chief of Police from allowing said time off in his/her discretion for attendance at funerals of retired members of the Kearny Police Department.


Initials -- Union


Initials - TOK

ARTICLE IV

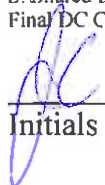
ASSOCIATION LEAVE TIME

The Association shall be entitled to have one member attend, without loss of pay, State PBA conventions and the State Collective Bargaining Seminar. Additional members may be permitted to attend as determined by the sole discretion of the Chief of Police or his designee. The duration of said leave shall be governed by N.J.S.A. 40A:14-177, N.J.S.A. 11A:6-10 and N.J.A.C 4A:6-1.13(b).

ARTICLE V

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership.



Initials – Union



Initials - TOK

ARTICLE VI

PAY TREATMENT FOR EXTENDED ILLNESS

Section 1. The Employer agrees to pay employees at their regular rate of pay during periods of disability due to illness, injury or recuperation there from, for a maximum period of one year from the date of such disability, provided such employee is incapable of performing his/her duties as a police officer and that such disability is established by a competent physician.

Section 2. The Employer retains the right to extend this period of payment for disability due to illness or injury beyond one year on its own discretion.

Section 3. The Employer may require at any time during the period of such extended disability as described in Section 2 above, that the employee be examined by a physician selected by the Employer for such purpose.

Section 4. In the event a disagreement arises with respect to the existence or extent of the disability, such issue shall be determined by a physician agreed to by and between both of the parties to this Agreement; i.e., the Employer and the Association.

Section 5. The cost of providing a doctor's certificate to establish the existence or extent of disability as may be required under this Article shall be borne by the Employer.

Section 6. Whenever a member of the bargaining unit is injured in the course of his/her employment, the cost of all medical treatment required as a result of such injuries shall be paid by the Employer, provided, however, that such medical treatment is provided or directed by a physician of the Employer's choice.

ARTICLE VII

UNION SECURITY

Section 1. Insofar as permitted by law, the Employer agrees to deduct from the pay of all employees of the Police Department, initiation fees, dues and assessments as required by the the PBA Local 21 **By-Laws** and other regulations duly enacted. All such deductions shall be paid over to the properly designated PBA Local 21 official monthly on a regular recurring basis.

Section 2. Representative Fee.

(a) Purpose of Fee – If an employee does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

(b) Notification – Prior to the beginning of each membership year, the Association will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.

(c) Certification – The Association will certify to the Employer before the start of each membership year that the amount of the representation fee to be assessed does not exceed eighty-five (85%) percent of dues, fees and assessments, or the

maximum allowed by law, and does not include any amount of dues, fees and assessments that are expended:

1. for partisan, political or ideological activities or causes that are only incidentally related to the terms and conditions of employment, or
2. applied toward the cost of benefits available only to members of the majority representative.


(d) Demand and Return – The Association agrees that it will, in conformity with the applicable laws, establish a demand and return system for all employees and will present appropriate evidence of the existence of such a system to the Employer. The Association may adapt and utilize the PBA Local 21 Demand and Return System as its own.

(e) The Association shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Employer in conformance with this provision.

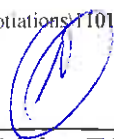
ARTICLE VIII

MANAGEMENT OF TOWN AFFAIRS

The Association recognizes that areas of responsibility must be reserved to the Employer of the local government as to serve the public effectively. Therefore, the right to manage the affairs of the Employer and to direct the working forces and operations of the Employer, subject to the limitations of this Agreement, is vested in and retained by the Employer exclusively.



Initials – Union



Initials - TOK

ARTICLE IX

HOURS OF WORK AND WORK SCHEDULE

Section 1. The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period, except as mutually agreed to by the parties and the work week shall consist of five (5) days in a seven (7) day period. The regular hours of work shall be 8:00 a.m. to 4:00 p.m. and may be adjusted by the Deputy Chiefs with the Chief's approval or by the Chief for operational reasons with one week's notice except in an emergency.

The assignments for Deputy Chiefs shall provide coverage on all three (3) shifts consistent with the daily and weekly work schedule set forth above. Deputy Chiefs shall be eligible to receive paid night hazard differential in the same manner that exists in the SOA agreement if required to work shifts that require the payment of the differential.

ARTICLE X

VACATION

Section 1. All employees covered by this Agreement who have completed three (3) or more years of service shall receive twenty-nine (29) working days of vacation with pay annually. Such entitlement shall be effective for the year during which the third year of employment is completed.

Section 2. All employees in addition to all other allowable vacation time shall receive an additional vacation day for every five (5) years of service. The additional vacation day shall be considered earned as of January 1st of each year, if the employee shall have completed, or will complete his/her necessary years of service during said calendar year. Vacation entitlement will be prorated in the year of termination of employment with the Town except in the case of retirement (either ordinary service or for disability) where vacation entitlement shall not be prorated.

Section 3. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacations must be left to the Employer but the following conditions shall be observed, in such scheduling:

(a) Employees desiring specific vacation periods during the months of January through June must request such vacation periods by January 1st. Employees desiring vacation periods during the months of July through September must request such vacation by March 15th and employees desiring vacation periods during the months of October through December must request such vacation by June 1st. Request for vacation periods shall not be unreasonably denied and the Employer shall approve or reject such

request within a reasonable time after the time within such request must be made in accordance with this contract. In determining the allocation of requested vacation periods, seniority in rank shall govern.

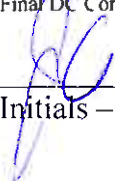
(b) No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one time.

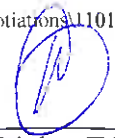
(c) Vacation period assignments during June, July and August shall be based exclusively upon seniority among the employees.

(d) No employee shall be assigned more than two (2) weeks vacation during June, July and August.

Section 4. All employees covered by this Agreement shall be entitled to their vacation days in single days off or any combination of consecutive days. These consecutive days must be taken in accordance with the provisions set forth in Article XIII, Section 3 of this Agreement, in addition:

(a) Notice shall be given at least seventy-two (72) hours in advance of any single day or other combination of vacation days taken. Exception: In cases of emergency where 72 hours notice cannot be given, maximum notice possible, if any, under the circumstances shall be given. There shall be a maximum of twelve (12) emergency vacation days (EVDS) that may be taken during a calendar year; except that each officer may only use two (2) EVDS from Thanksgiving to December 31. All vacation days including single vacation days and EVDS are subject to approval by the Chief of Police or his/her designee which approval shall not be unreasonably denied.


Initials – Union


Initials - TOK

(b) Vacation days may precede or succeed regular days off or other authorized non-work days.

(c) For the purpose of control, it will be necessary for any employee who requests any vacation period during the following designated days, to take a minimum of four (4) consecutive working days off.

New Year Eve Thanksgiving

Christmas Eve Christmas

ARTICLE XI

DEATH IN FAMILY

The Employer agrees that all employees covered by this contract shall be permitted bereavement leave with pay, not to exceed four (4) working days beginning on the first work day following the date of death of spouse, child, brother, sister, mother, father, mother-in-law or father-in-law, sister-in law and brother-in-law, grandparent of employee or employee's spouse or any member of employee's household.

ARTICLE XII

HOLIDAYS

Section 1. The following shall be recognized as paid holidays under this Agreement:

New Years Day	Labor Day
MLK Day	Election Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	July 4 th (Independence Day)

If a holiday is declared to commemorate the events of September 11, 2001, it shall be added to the above list of holidays.

Section 2. It is recognized by both parties that employees of the Police Department may not by reason of Departmental Business enjoy the aforesaid holidays, except the employee's birthday as set forth in Section 3, by not working on those dates. In the event any of the aforesaid allowed paid holidays falls on a non-duty day, said holiday shall be deemed to have fallen on the next scheduled working day.

Section 3. Each employee may observe his birthday by not working on such day after having given seventy-two (72) hours notice and in such case shall be paid for such day at his regular rate of pay. In the event an employee's birthday falls on a day upon which the employee is not scheduled to work, he may observe such holiday after notice on the next work day after the date upon which his birthday falls. In the event the employee elects to work

on his birthday, the employee shall be paid for his birthday in the same manner as other holidays.

The parties hereby incorporate the following Settlement agreement into this Agreement as follows:

Agreement made this 18th day of March 2008 by and between the Town of Kearny (herein "Kearny" or the "Employer") and the Deputy Police Chief's Association (herein the "Association").

WHEREAS, the Association has been certified as the majority representative for the Deputy Police Chiefs in the Town of Kearny; and

WHEREAS, Kearny and the Association are engaged in collective negotiations for a first contract; and

WHEREAS, a dispute has arisen between Kearny and the Association concerning employee entitlement to certain Holidays which dispute involves a claim by the Association that employees working the 5 on 2 off schedule are entitled to ten (10) holidays off from work in addition to holiday pay; which claimed entitlement is disputed by the Town; and

WHEREAS, Kearny and the Association have negotiated a settlement of the dispute subject to approval of this Agreement by the Mayor and Council of the Town of Kearny:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties as follows:

1. The Deputy Chiefs currently work a non-tour schedule of five consecutive 8-hour days of work followed by two days off versus the tour schedule which consists of four consecutive 8-hour days of work followed by two days off.

Based upon the two different work schedules, it is acknowledged that the employees working on the 5 on 2 off schedules work approximately 17 days per year more than those employees who work the tour schedule. It is further acknowledged and agreed that employees working the tour schedule may or may not be required to work on designated holidays based upon their scheduled days of work which requires coverage 24-hours per day, 7 days per week.

2. In recognition of the two different work schedules, an unwritten understanding was reached many years ago between a prior Police Chief and a prior Mayor whereby employees working on the 5 on 2 off schedule would be allowed to take certain holidays off from work. Because this understanding was not reduced to writing, the within dispute has arisen. Accordingly, the parties have negotiated a settlement of the dispute and herewith confirm the terms of that settlement as follows:

- A. Deputy Chiefs shall continue to receive holiday pay in accordance with the present practice.
- B. Deputy Chiefs working on the 5 on 2 off shift shall also receive the following holidays off from work without loss of regular salary but with no additional holiday pay:

New Year's Day
Martin Luther King Day
President's Day

Good Friday
Memorial Day
July 4th (Independence Day)
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Day

- C. In the event that a Deputy Police Chief is required to return to duty on any of the above listed holidays, there shall be no additional compensation paid to such Deputy Chief either in compensatory time or cash.
- D. Deputy Police Chiefs are required to work on any other Town designated holiday at no additional compensation.

ARTICLE XIII
HOSPITALIZATION

Section 1. The Employer agrees to provide health insurance under the provisions of the State Health Benefits Plan for all employees and dependants as that plan may be modified during the terms of this contract. The Town shall pay the full cost of the Direct 15 and if the employee chooses a different plan that is more expensive, he/she will pay the difference to the Town through payroll deductions.

The Employer shall have the option to change the specific insurance provider so long as the benefits and conditions are equal to or better than those provided at the time of such change.

Section 2. The Employer further agrees to provide at no cost to all current eligible retired employees who have been prior to retirement employees covered by this Agreement and their eligible dependants health insurance coverage that is provided for active employees. Eligible employees who retire after the date of contract ratification and their eligible dependants will maintain the same health benefits during their retirement that were in effect on the effective date of their retirement. This includes the same level of contractual contribution, if any in effect at the date of retirement unless there is a change of status in retirement in which event the contribution will be adjusted to reflect that change in status at the time it occurs. It is understood by both parties that the level of benefits provided through the State Health Benefits Plan, as that Plan

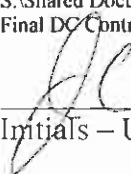
may be amended or modified, satisfies the requirements of Sections 1 and 2 of this article.

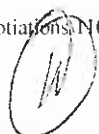
Section 3. The Employer agrees to provide at no expense to the employees, a five thousand (\$5,000.00) dollar Life Insurance Policy for all employees covered by this Agreement. The employer agrees to provide upon their retirement, a five thousand (\$5,000.00) dollar Life Insurance Policy to be paid for by the retiree.

Section 4. The Employer shall provide each member of the unit with a dental insurance program by Delta Dental. The coverage shall be no less than 80% by the Plan and 20% by the member of the unit. The annual deductible for the single plan shall be \$50.00 and for the family plan \$150.00. The Employer shall pay the full cost of the premiums for said insurance. Annual coverage shall be \$2,000.00 and orthodontia an additional \$1,000.00. All retired employees who have been, prior to retirement, employees covered by this Agreement, shall be allowed to, at the retiree's option, remain in the dental insurance program by Delta Dental at the retiree's sole expense.

Section 5. The Employer at its cost shall provide to all employees and their dependents a prescription drug plan. Each prescription and renewal shall be paid for by the Employer subject to a co-payment by the employee, which shall be consistent with the co-pays charged by the State Health Benefits Plan.

The Employer further agrees to provide at no cost to all qualified retired employees under State Statute who have been prior to their retirement, employees covered by this Agreement and their dependents a Prescription Drug Plan. Each


Initials – Union


Initials - TOK

prescription and renewal shall be paid for by the Employer subject to a co-payment by retired employees, which shall be consistent with the co-pays charged by the State Health Benefits Plan.

Should the Employer change prescription plans, the new plan must be equal to or better than the State Health Benefits Plan.

Section 6. The spouse and dependents of any officer who dies while employed by the Employer shall receive all health benefits (medical, prescriptions and dental) enjoyed while the officer was an active employee at the Employer's expense, unless such benefits are provided at the expense of the State of New Jersey. The benefits shall continue for said officer's surviving spouse in the same manner as for a surviving spouse of a retiree and for dependents until they become emancipated. Employees who are hired on or after July 1, 2005 and who die while off-duty must have a minimum of four (4) years of New Jersey creditable PFRS service at the time of death to be eligible for this benefit.

Section 7. The level of employee contribution of 1.5% of base salary shall be as set forth in P.L. 2010, Ch.2 effective May 22, 2010. The contribution shall not apply to current employees who retire except for those employees who have joined or will join a state or locally administered retirement program on or after May 21, 2010 whose contribution shall be 1.5% of their monthly retirement allowance. This level of employee contribution shall be inclusive of, rather than in addition to, any additional statutory obligation to make contributions toward the payment of health insurance. To the extent that this language is inconsistent with the lawful authority of the Town of Kearny

pursuant to P.L. 2011, Chapter 78, enacted on June 28, 2011, the language awarded is not intended to be inconsistent with that lawful authority.

ARTICLE XIV

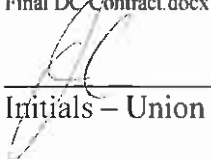
CLOTHING ALLOWANCE

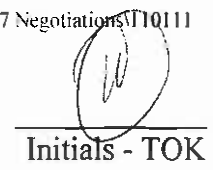
Section 1. A clothing allowance in the amount off \$1,000.00 per year shall be paid by the Employer to all employees covered by this Agreement effective January 1, 2007. Payment of the clothing allowance shall be made in two installments, one half to be paid the first pay period in May and the second half to be paid the first pay in December.

ARTICLE XV

LIABILITY INSURANCE

The Employer agrees to provide liability insurance coverage in an adequate sum covering its employees who are covered by the Agreement during the performance of duties.


Initials – Union


Initials - TOK

ARTICLE XVI
BULLETIN BOARDS

The Employer shall permit the Association to have an employee bulletin board located in the respective Police facilities for posting notices concerning Association business and activities, but no such notice shall contain salacious, inflammatory or anonymous material.

ARTICLE XVII

PENSIONS

The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XVIII

DISCHARGE OR SUSPENSION

No employee shall be disciplined or discharged without just cause. Except as covered by Civil Service Commission rules and regulations an employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled GRIEVANCE PROCEDURE and ARBITRATION.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual employee to the Police Chief. The complaint must be filed within thirty (30) calendar days of its occurrence or when the employee reasonably should have known of its occurrence, whichever is later. If the complaint is not adjusted satisfactorily at this level and the employee wishes to enter a grievance, it shall be presented by the authorized Association representatives.

Section 3. When the Association wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 1. The Association representative or his/her duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his/her duly designated representative. The Police Chief shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved at Step 1, or no answer has been received by the Association within the time set forth in Step 1, the grievance may be presented in writing to the Mayor and Town Council or its duly designated representative

within fourteen (14) calendar days. The final decision of the Mayor and Town Council shall be given to the Association in writing within fourteen (14) days after receipt of the grievance by the Mayor and Council.

Section 4. If the grievance has not been settled by the parties at Step 2 of the Grievance Procedure, or if no answer in writing by the Mayor and Town Council or its duly designated representative has been received by the Association within the time provided in Step 2, the Association may demand arbitration of the grievance in accordance with Article XX, ARBITRATION, hereinafter set forth.

Section 5. Nothing herein is intended to deny an employee the right of appeal as expressly granted in Civil Service Commission rules and regulations for the State of New Jersey.

ARTICLE XX

ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party no later than fifteen (15) calendar days thereafter specifying the nature of the unsettled grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement and the relief sought. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations commission to appoint an arbitrator to hear the arbitration in the manner set forth in its Rules and Regulations.

Section 3. The decision of the Arbitrator shall be in writing and shall include the reasons for such finding and conclusion.

Section 4. The decision of the Arbitrator shall be final and binding on the Union and the Employer.

Section 5. Where an employee has exercised his/her right of appeal as expressly granted in the Civil Service Commission rules and regulations or Statutes of New Jersey, there shall be no right to arbitration under the provision of this Article.

Section 6. In the event of a change in the law governing the New Jersey Public Employment Relations commission or its rules and regulations which would in any way affect the method of selection of an arbitrator then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be shared by both parties and each of the parties shall bear its own costs.

ARTICLE XXI

SALARY

The salary for the Deputy Chiefs shall be increased by the following percentages and shall be retroactive to their effective dates. Muster pay shall not be included. Deputy Chiefs shall receive a one-time non-base payment in lieu of the amount of muster pay that would have been received in 2007, 2008 and 2009 as equitable consideration for the non-application of this payment to Deputy Chiefs for those years and thereafter, the amount of which shall be calculated in the same manner as it had in the past.

1/1/07 -	3.0%
1/1/08 -	3.25%
1/1/09 -	3.25%
1/1/10 -	3.25%
1/1/11 -	3.25%
1/1/12 -	3.25%

ARTICLE XXII

LONGEVITY

Section 1. Each employee covered by this Agreement shall be paid in equal installments in his/her regular pay check in addition to the rates of pay set forth in Article XXI herein, a longevity increment based upon years of service with the Kearny Police Department in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage of Salary</u>
4 to 7	2
8 to 11	4
12 to 15	6
16 to 19	8
Beginning 20	10

Section 2. Each employee shall qualify for the longevity increment on the 1st day of January of the year in which the anniversary of his/her employment falls. Longevity shall be prorated in the year of termination for those employees who resign their employment with the Town or are discharged for cause. Officers who retire (either service or disability) are not prorated.

ARTICLE XXIII

SCHEDULE FOR PAYMENT OF CERTAIN BENEFITS

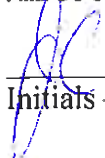
The Employer shall pay certain of the contractual benefits under this Agreement in accordance with the following schedule:

(a) Payment of holidays shall be included in an officer's base pay and paid in equal installments in his/her regular pay check.


(b) Longevity increments shall be included in an officer's base pay and paid in equal installments in his/her regular pay check.

(c) Retroactive payment of all fiscal benefits provided for under this Agreement including but not limited to, wages and the benefits scheduled for payment under this Article, shall be paid as soon as possible after the execution of this Agreement.

(d) The \$350.00 payment for continuing education and training shall be paid on the first pay day of September of each year.



Initials – Union

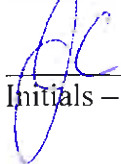



Initials – TOK

ARTICLE XXIV

ACCESS TO PERSONNEL FILES

The Employer agrees to permit each employee full inspection and examination without restriction of his/her personnel file at least once during each calendar year upon request by the employee. The inspection shall take place in a private place provided by the Employer at reasonable hours during the day. The Employer may require that such inspection and examination take place in the presence of the Chief of Police or his/her designee and the employee may, at his/her option, have a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings, or information contained in his/her personnel file. The employee shall have the right to challenge any statements therein. If he believes any material is inaccurate or incomplete, he may submit a grievance and process the same through the grievance procedure.

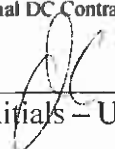

Initials – Union


Initials - TOK

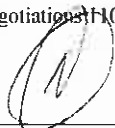
ARTICLE XXV

TERMINAL LEAVE

Each employee covered by this Agreement shall be entitled to and granted terminal leave of sixty-five (65) days, with pay at the time of his/her retirement. Such leave may be taken for purposes of early retirement or an employee may work until retirement at which time he shall be entitled to a terminal leave payment equivalent to sixty-five (65) days' pay.



Initials - Union

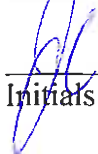


Initials - TOK

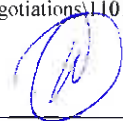
ARTICLE XXVI

HOUSEHOLD MEMBER ILLNESS

Employees covered by this Agreement shall be granted leave without loss of pay up to a maximum of five (5) working days in cases where a member of the employee's household is seriously ill or has given birth to a child, provided the employee has no unused vacation time remaining during the calendar year in which the illness or birth occurs.



Initials – Union



Initials - TOK

ARTICLE XXVII

EDUCATIONAL BENEFITS

Section 1. The Employer agrees to pay the cost of education benefits for education courses taken by employees which constitute a benefit to and which are directly related to his/her employment activities, subject however, to the following limitations:

- (a) Courses must be taken at an accredited college or university.
- (b) Payment will be made at a maximum of \$25.00 per credit.
- (c) Payment for the cost of books shall not exceed \$40.00 per year.
- (d) Payment shall be made in the form of reimbursement to the employee at the rate of 50% per year of said reimbursement costs, as hereinabove defined, payable over two years.
- (e) The Employer shall deduct from said reimbursement cost federal grant and aid funds which have been received by employee, but federal grant and aid shall not include veteran's benefits. Vouchers showing receipted payments for all books and credits must be submitted before any payments can be made.

Section 2. All officers shall receive a \$350.00 annual bonus for continuing education and training.

ARTICLE XXVIII

REIMBURSEMENT OF TRAVEL EXPENSES

In the event an employee is required to use his/her automobile to travel on business relating to his/her duties as a police officer, including but not limited to travel to and from court appearances and to and from training schools, such employee shall receive the rate allowed per mile by IRS regulation for automobile use together with reasonable parking cost and toll fees.

ARTICLE XXIX

DISCIPLINARY HEARING – RIGHTS OF POLICE OFFICERS

In the event any member of the unit is or may become the subject or target of an investigation which may subject such members to discipline or a disciplinary hearing, the parties agree that for the purpose of insuring that the investigations are conducted in a manner which is conducive to good order and discipline and protective of the rights of employees, the following rules are adopted:

(a) The members shall be given written notice of the charges together with the name of the complainant a reasonable time before any interrogation takes place or written or oral report is required.

(b) If an interrogation of a member is to take place or if a member is required to file a written or oral report, he shall be advised as to whether such interrogation or report is required of him as a witness or as a potential target of an investigation.

(c) If a charge is brought against a member of the unit, a hearing on the charge must be brought within sixty (60) days of the date written notice of the charge is received by the member.

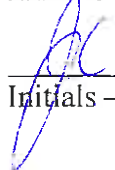
(d) The member shall have the right to legal counsel of his/her choice.

(e) The member shall have the right of discovery and production of documents from the Town without limitation.

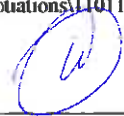
(f) The member shall have the right to refuse to take polygraph or similar type lie detector equipment without fear of departmental discipline for such refusal.

(g) The member shall have the right to refuse to testify at his/her disciplinary hearing without fear of departmental discipline for such refusal.

(h) The member shall have the right to refuse in any way to prepare to give written or oral reports in connection with any manner in which the said member may be the target of an investigation leading to a disciplinary charge and proceeding without fear of department discipline for such refusal in any case where a report has already been filed relating to such matter or in any case where the matter under investigation relates to the private conduct only of the police officer while not on duty.



Initials – Union



Initials - TOK

ARTICLE XXX

DURATION

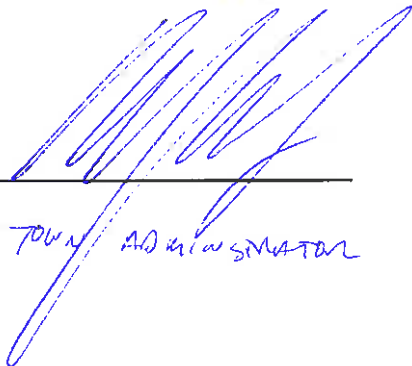
Section 1. This Agreement shall be in effect from the 1st day of January 2007 to and including the 31st day of December 2012.

Section 2. At least 50 days prior to the expiration of this Agreement, the parties hereto agree to commence negotiations for a new Collective Bargaining Agreement.

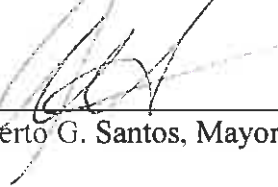
ARTICLE XXXI
RETROACTIVITY

All agreements made herein relative to wages and other fiscal benefits as agreed upon subsequent to January 1, 2007 shall be retroactive to January 1, 2007, except as otherwise provided herein.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 3RD day of NOV., 2011.

Attest: 
TOWN ADMINISTRATOR

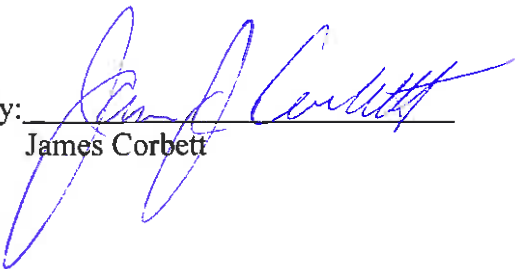
TOWN OF KEARNY

By: 
Alberto G. Santos, Mayor

KEARNY DEPUTY POLICE CHIEFS' ASSOCIATION

By: 
George King

By: _____
John Corbett

By: 
James Corbett