

A G R E E M E N T

Between

CITY OF BAYONNE

and

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 7

EFFECTIVE: July 1, 2003 through June 30, 2008

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A G R E E M E N T

THIS AGREEMENT, made as of this 1st day of July 2003, 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.

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

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

necessary.

(f) The member shall not be subjected to any offensive language, nor shall he be threatened to transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his conduct can become the subject of disciplinary action resulting in disciplinary punishment.

(g) In all cases wherein a member is to be interrogated concerning an alleged violation of the Department rules and regulations which, if proven, may result in his dismissal from the service, he shall be afforded, if he so requests, a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Policemen's Benevolent Association before being interrogated. An attorney of his own choosing and/or a representative of the Policemen's Benevolent Association may be present during the interrogation, but may not participate in the interrogation except to counsel the member. However, in such cases, the interrogation may not be postponed for the purpose of counsel and/or representative of the Policemen's Benevolent Association

past 10:00 A.M. of the day following notification of interrogation.

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

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

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

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

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

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

ARTICLE 4

SALARIES

Section 1. All police officers shall receive the following increases effective:

July 1, 2003	0%
July 1, 2004	2.0%
January 1, 2005	2.0%
October 1, 2005	1.0%
April 1, 2006	5.0%
October 1, 2006	1.0%
April 1, 2007	5.0%
October 1, 2007	1.0%
April 1, 2008	5.0%

The salaries are reflected in Appendix 1.

Section 2. Payroll checks shall be delivered by approximately 9:15 a.m. on the date they are due, barring unforeseen circumstances.

Section 3. The hourly rate for all purposes shall continue to be calculated by dividing the annual pensionable salary by 1,824, until 7/1/2004 when the divisor shall be 1,733.

Section 4. The starting rate of pay for employees hired on or after December 1, 2003 shall remain at \$37,922.00 per annum for the duration of the contract. In addition, the wage scale for employees hired after December 1, 2003 shall be adjusted to provide for eight (8) salary steps to reach maximum pay. The steps shall be determined by subtracting the minimum from the maximum and dividing the difference by eight (8), all as set forth in Appendix 2.

ARTICLE 5

LONGEVITY

A. All police officers hired before December 1, 2003 shall, in addition to the salary set forth in Article 4, Section 1, receive additional salary payments on the dates indicated as follows:

<u>7/1/2003</u>			<u>7/1/2005</u>			<u>1/1/2008</u>
4 years	-	2%	4 years	-	2%	2%
9 years	-	4%	9 years	-	4%	5%
14 years	-	6%	14 years	-	6%	7%
19 years	-	8%	19 years	-	8%	9%
21 years	-	10%	21 years	-	11%	12%
24 years	-	12%	24 years	-	14%	16%

The payment of these additional salary increments shall commence on the first day of the first payroll period following the anniversary of said member's employment for each of the required levels of years of service.

B. All police officers hired on or after December 1, 2003 shall, in addition to the salary set forth in Article 4, Section 1, receive additional salary payments on the dates indicated as follows:

9 years	-	2%
14 years	-	4%
17 years	-	6%

After 19 years of service, the longevity program set forth herein for employees hired prior to December 1, 2003 shall be applicable to employees hired on or after December 1, 2003.

The payment of these additional salary increments shall commence on the first day of the first payroll period following the anniversary of said employee's employment for each of the levels of years of service.

ARTICLE 6

CLOTHING ALLOWANCE

Section 1. Police officers are responsible for obtaining and maintaining their uniform in accordance with departmental requirements and failure to do so will subject such officer to disciplinary action.

Section 2. If the City decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items.

Section 3. A police officer's uniform or the personal equipment such as a watch and where applicable eyeglasses which are required as a police officer, and a wedding band, which may be damaged during the course of employment, shall be replaced at the expense of the City to a maximum of \$250.00 per item except where such damage is caused by the negligence of the employee. Management reserves the right to inspect uniforms.

Section 4. The clothing allowance of \$1,000.00 and the gun allowance of \$300.00 was discontinued effective July 1, 2002.

ARTICLE 7

RETENTION OF BENEFITS

Except as otherwise provided herein, all working conditions under which the officers are presently operating, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement. The provisions of all municipal ordinances and resolutions pertaining to the Police Department, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

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

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 1. Effective May 1, 1999, the work schedule shall be four (4) days on followed by four (4) days off. The workday for the Patrol Division shall be nine and one-half (9 1/2) hours per shift inclusive of a lunch period of one-half (1/2) hour. All other police officers may be assigned to work four (4) days on followed by three (3) days off. The workday shall be eight (8) hours and forty (40) minutes per shift.

Section 2. There shall be annual bidding for steady shifts on a seniority basis, and all such bids shall be received by October 15. The new shift assignments shall be implemented as soon as practicable thereafter. The Chief may deviate from the seniority list in cases where special assignments requiring special skills are required.

Section 3. The City reserves the right to assign certain personnel to a five-two, four-three work schedule. Prior to implementation of such schedule the City shall meet with the PBA President to develop the schedule such that the hours of work and the person assigned to the five-two, four-three work schedule is equal to the hours of work for the person assigned to the four-on, four-off shift on

an annual basis.

Section 4. The Department must give sixteen (16) hours prior notice to an employee in the Bureau of Patrol before changing a scheduled shift and requiring the officer to report to work. This prior notice does not apply in emergency or overtime situations.

Section 5. Compensation for off-duty time spent for criminal court, grand jury proceedings, administrative bodies and traffic violation appearances shall be as follows:

- | | |
|---|-------------------------------|
| (1) Upper Court or state agency Appearance in Trenton | 8 hours at straight time rate |
| (2) Superior Court and County Court in Hudson County or Other courts, or administrative bodies and Grand Jury proceedings | 6 hours at straight time rate |
| (3) Municipal Court | 4 hours at straight time rate |

Section 6. Overtime pay at time and one-half (1½x) the straight time rate will be paid for all hours over a regularly scheduled shift, excluding ten (10) minutes time at the beginning of the shift and six (6) minutes at the end of the shift.

A master list ranking the employees in order of seniority shall be established for overtime work for patrol duty and off duty work sanctioned and controlled by the City. Overtime and

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

Section 7. Whenever a police officer completes a tour of duty, returns home and is then required to report back to headquarters or duty, the officer will be paid a minimum of four (4) hours at time and one-half (1½x). No overtime pay shall be paid to off-duty officers if the entire department is ordered to participate in the Memorial parade or funeral duty. This provision does not apply to those on sick leave and vacation.

Section 8. A doctor's certificate may be required for frequent and habitual absence from duty, and whenever, in the judgment of the Chief of the Department, there is reasonable cause for requiring a doctor's certificate. Abuse of this provision will be subject to the Grievance Procedure.

Police officers are subject to physical examinations by

the Department's doctor at anytime after an absence due to sickness or accident. Any police officer absent one month due to sickness or accident may be subject to a physical examination by the doctor assigned by the Police Chief. Said report is to be forwarded to Director of Public Safety for review and consideration as to the officer's fitness to return to work.

ARTICLE 9

HEALTH INSURANCE

Section 1. The City shall continue to provide and pay for health insurance coverage under the New Jersey State Health Benefits for each employee and his eligible dependents.

Section 2. The City may change carriers so long as the benefit levels are equal to or better than the current coverage. Should the City consider changing the Health Insurance program, it shall obtain from the proposed new health provider a letter guaranteeing that the level of benefits and dollar reimbursement will be at least equal in every respect to the present plan. This letter must be on company stationary and signed by an officer of the organization. A copy of this letter and all relevant documents shall be provided to the PBA sixty (60) days prior to implementation of the plan.

Section 3. The City shall continue to provide the dental plan with orthodontic coverage to each member of the bargaining unit and his/her dependents with the premiums paid for by the City.

The coverage will be 70/30 and the orthodontic coverage provided for under the dental plan shall be Two Thousand (\$2,000.00) dollars per family member. The annual dental

benefit shall be \$1,300.00 per family member.

Section 4. The City shall continue to provide and pay for a family prescription plan. The co-pay shall be \$0.00 for generic; \$5.00 for brand name drugs; and \$25.00 for brand name when generic is available. Generic substitute shall be made whenever the generic drug is the medical equivalent of the name brand drug.

Section 5. Effective 7/1/2004 the City shall provide up to \$125.00 reimbursement per employee per year for eyeglasses and/or examination for active employees covered by this Agreement.

Section 6. For employees hired on or after December 1, 2003 the City will continue to provide full coverage under the N.J. Plus plan for the employee and eligible dependents, but the employee will be required to pay the difference in dependent coverage between N.J. Plus and any other plan chosen by the employee that is more expensive than N.J. Plus.

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 Affair 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 eleven (11) annual holidays granted to each officer. Effective July 1, 2004 each officer shall be granted twelve (12) annual holidays.

Section 2. Effective July 1, 2003, each police officer shall be paid for five (5) days (47.5 hours) and shall have six (6) days off with pay. This holiday pay shall be paid in December of 2003.

Effective July 1, 2004, the twelve (12) annual holidays shall be divided so that six (6) holidays shall be added to base pay before applying the 2% 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 3. From the remaining unpaid holidays, officers may buy back up to five (5) of these days if the City has adequate funds. This holiday pay shall be paid on or about July 1 of each year. Application for payment of these days shall be made by the employee forty-five (45) days in advance of June 1, and payment shall be made subject to the availability of funds as determined by the City.

Section 4. Whenever City Hall employees are provided paid time off or excused by order of the President; the Governor; the Legislative Body or Executive Head of the

City 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.

Section 5. 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, mother-in-law, father-in-law, 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.

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 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 day
- 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.

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 \$50.00 per hour of which \$45.00 shall be payable to the police officer and \$5.00 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 \$60.00 per hour. The past practice of off duty pay rate for work at Bayonne Hospital, the Stop & Shop and DMV shall be maintained at \$32.00 per hour of which \$28.75 shall be paid to the police officer and \$3.25 shall be paid to the City for an administrative fee.

Section 3. The PBA President or his designee shall be authorized to rotate off-duty assignment 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.

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 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 of 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 Article, the city shall provide and pay for the N.J. Plus Plan as 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 on the same basis as active police officers are eligible. (See Section 4 of Article 9). Effective July 1, 2004 retirees who are receiving prescription plan benefits shall have the option to switch from the City paid prescription program to the City paid dental program.

ARTICLE 24

SICK LEAVE INCENTIVE

Any police officer who takes no sick time during a calendar year shall receive a stipend of \$400. This stipend shall be paid on the first pay period in the following July.

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, 2003 and shall extend through June 30, 2008. 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 of MARCH, 2005.

ATTEST:

J. George Warko

CITY OF BAYONNE

By: *Tommy Barry*

ATTEST:

Thomas Campese

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

By: *William J. K.*

#114353amm&m

APPENDIX 1

<u>July 1, 2004</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	\$51,191.00	\$29.54	\$280.62
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$54,283.00	\$31.32	\$297.57
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$57,356.00	\$33.10	\$314.45
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$60,435.00	\$34.87	\$331.29
with 2% longevity	\$61,644.00	\$35.57	\$337.92
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$66,326.00	\$38.27	\$363.59
with 2% longevity	\$67,653.00	\$39.04	\$370.88

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<u>January 1, 2005</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	\$52,215.00	\$30.13	\$286.23
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$55,369.00	\$31.95	\$303.52
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$58,503.00	\$33.76	\$320.70
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$61,644.00	\$35.57	\$337.92
with 2% longevity	\$62,877.00	\$36.28	\$344.67
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$67,653.00	\$39.04	\$370.86
with 2% longevity	\$69,006.00	\$39.82	\$378.28

<u>October 1, 2005</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	\$52,737.00	\$30.43	\$289.10
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$55,923.00	\$32.27	\$306.57
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$59,088.00	\$34.10	\$323.91
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$62,260.00	\$35.93	\$341.30
with 2% longevity	\$63,505.00	\$36.64	\$348.12
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$68,330.00	\$39.43	\$374.57
with 2% longevity	\$69,697.00	\$40.22	\$382.06

<u>April 1, 2006</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	\$55,374.00	\$31.95	\$303.55
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$58,719.00	\$33.88	\$321.89
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$62,042.00	\$35.80	\$340.01
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$65,373.00	\$37.72	\$358.36
with 2% longevity	\$66,680.00	\$38.48	\$365.53
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$71,747.00	\$41.40	\$393.30
with 2% longevity	\$73,182.00	\$42.23	\$401.17

<u>October 1, 2006</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	\$55,929.00	\$32.27	\$306.59
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$59,306.00	\$34.22	\$325.11
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$62,662.00	\$36.16	\$343.50
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$66,027.00	\$38.10	\$361.95
with 2% longevity	\$67,348.00	\$38.86	\$369.19
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$72,464.00	\$41.81	\$397.20
with 2% longevity	\$73,913.00	\$42.65	\$405.18

<u>April 1, 2007</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	\$58,724.00	\$33.89	\$321.92
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$62,271.00	\$35.93	\$341.36
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$65,795.00	\$37.97	\$360.68
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$69,328.00	\$40.00	\$380.05
with 2% longevity	\$70,715.00	\$40.80	\$387.64
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$76,087.00	\$43.90	\$417.10
with 2% longevity	\$77,609.00	\$44.78	\$425.44

<u>October 1, 2007</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	\$59,311.00	\$34.22	\$325.13
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$62,894.00	\$36.29	\$344.77
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$66,453.00	\$38.35	\$364.28
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$70,021.00	\$40.40	\$383.84
with 2% longevity	\$71,421.00	\$41.21	\$391.52
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$76,848.00	\$44.34	\$421.27
with 2% longevity	\$78,385.00	\$45.23	\$429.69

<u>April 1, 2008</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	\$62,277.00	\$35.94	\$341.39
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$66,039.00	\$38.11	\$362.01
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$69,776.00	\$40.26	\$382.50
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$73,522.00	\$42.42	\$403.03
with 2% longevity	\$74,992.00	\$43.27	\$411.10
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$80,690.00	\$46.56	\$442.33
with 2% longevity	\$82,303.00	\$47.49	\$451.17

APPENDIX 2
Employees hired on or after December 31, 2003

<u>July 1, 2004</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.	\$41,979.00	\$24.23	\$230.12
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$46,036.00	\$26.56	\$252.36
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$50,093.00	\$28.91	\$274.60
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$54,150.00	\$31.25	\$296.84
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$58,207.00	\$33.59	\$319.08
Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate.	\$62,264.00	\$35.93	\$341.31
Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate.	\$66,326.00	\$38.27	\$363.59

<u>January 1, 2005</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.	\$42,169.00	\$24.33	\$231.16
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$46,416.00	\$26.78	\$254.44
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$50,663.00	\$29.23	\$277.73
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$54,910.00	\$31.68	\$301.00
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$59,157.00	\$34.14	\$324.29
Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate.	\$63,404.00	\$36.59	\$347.57
Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate.	\$67,653.00	\$39.04	\$370.86

<u>October 1, 2005</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.	\$42,266.00	\$24.39	\$231.69
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$46,610.00	\$26.90	\$255.51
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$50,954.00	\$29.40	\$279.32
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$55,298.00	\$31.91	\$303.13
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$59,642.00	\$34.42	\$326.95
Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate.	\$63,986.00	\$36.92	\$350.76
Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate.	\$68,330.00	\$39.43	\$374.57

<u>April 1, 2006</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.	\$42,754.00	\$24.67	\$234.37
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$47,586.00	\$27.46	\$260.86
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$52,418.00	\$30.25	\$287.35
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$57,250.00	\$33.04	\$313.83
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$62,082.00	\$35.82	\$340.32
Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate.	\$66,914.00	\$38.61	\$366.81
Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate.	\$71,747.00	\$41.40	\$393.30

<u>October 1, 2006</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.	\$42,857.00	\$24.73	\$234.93
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$47,792.00	\$27.58	\$261.99
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$52,727.00	\$30.43	\$289.04
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$57,662.00	\$33.27	\$316.09
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$62,597.00	\$36.12	\$343.15
Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate.	\$67,532.00	\$38.97	\$370.20
Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate.	\$72,464.00	\$41.81	\$397.20

<u>April 1, 2007</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.	\$43,374.00	\$25.03	\$237.77
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$48,826.00	\$28.17	\$267.66
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$54,278.00	\$31.32	\$297.54
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$59,730.00	\$34.47	\$327.43
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$65,182.00	\$37.61	\$357.32
Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate.	\$70,634.00	\$40.76	\$387.20
Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate.	\$76,087.00	\$43.90	\$417.10

<u>October 1, 2007</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.	\$43,483.00	\$25.09	\$238.36
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$49,044.00	\$28.30	\$268.85
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$54,605.00	\$31.51	\$299.33
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$60,166.00	\$34.72	\$329.82
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$65,727.00	\$37.93	\$360.30
Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate.	\$71,288.00	\$41.14	\$390.79
Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate.	\$76,848.00	\$44.34	\$421.27

<u>April 1, 2008</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.	\$44,032.00	\$25.41	\$241.38
Commencing the first day of the first payroll period following the second anniversary of receipt of Academy Rate.	\$50,142.00	\$28.93	\$274.87
Commencing the first day of the first payroll period following the third anniversary of receipt of Academy Rate.	\$56,252.00	\$32.46	\$308.36
Commencing the first day of the first payroll period following the fourth anniversary of receipt of Academy Rate.	\$62,362.00	\$35.98	\$341.86
Commencing the first day of the first payroll period following the fifth anniversary of receipt of Academy Rate.	\$68,472.00	\$39.51	\$375.35
Commencing the first day of the first payroll period following the sixth anniversary of receipt of Academy Rate.	\$74,582.00	\$43.04	\$408.85
Commencing the first day of the first payroll period following the seventh anniversary of receipt of Academy Rate.	\$80,690.00	\$46.56	\$442.33

PBA LOCAL#7

***POLICE STRESS UNIT
RECOMMENDED CRITICAL
INCIDENT PROCEDURES***

Exhibit A

CRITICAL INCIDENT STRESS PROCEDURES

WHEN SHOULD A CRITICAL INCIDENT STRESS DEBRIEFING TEAM BE CALLED?

- a. The death or serious injury to a fellow officer in the line of duty;
- b. Any incident in which a fatality occurs because of an officer's actions, including but not limited to a motor vehicle accident or an officer's involvement in a shooting incident;
- c. A mass casualty incident;
- d. The duty related sudden death of a child;
- e. Any other event that occurs which produces significant and unusual stressors and the involved officer(s) display(s) symptoms of critical incident stress, either at the scene or at a later time.

It should be stressed that the physical, cognitive and emotional problems which may occur are normal reactions and they can affect almost any officer, no matter how much time he/she has in the service or what he/she has experienced previously.

If either of the first two incidents listed above occurs, the supervisor will ensure that one of the trained CISD Team members is called to respond as soon as possible after the event; however, any member of the department may contact a CISD Team member with questions or CISD-related problems on their own volition

The purpose of the CISD Team's response to any incident will have nothing to do with fixing responsibility or placing blame upon any member of the department and team members will refrain from any discussion involving such responsibility or blame. The involved officer may, if he/she so desires, have a PBA representative present during any CISD discussions. Personnel present will keep all matters discussed with involved officers strictly confidential. No notes or other records will be made of any CISD discussions and no reports or communications will be written. No discussions by CISD Team members will be conducted with the administration of this department, or any other agency, regarding the incident or an officer's concerns and/or problems with it without the officer's specific permission. The only other time that confidentiality must be breached is when an involved officer expresses strong tendencies to injure himself/herself, or others. However, before reporting these tendencies to the administration the CISD Team member will discuss it with the department Mental Health Care Professional and abide by his/her decision as to the course of action to pursue. This will not apply to emergency situations.

The purpose of the CISD Team and the major concern of this department in providing its services are to assist officers who may have difficulty in coping with what they have experienced at certain highly traumatic events and to provide support and education about critical incident stress.

SHOOTING INCIDENTS

SUPERVISOR'S RESPONSIBILITY

Although law enforcement officers involved in a shooting will be sequestered, those who have wounded or killed someone will have a Stress Unit Member *remain with them* until the Homicide Bureau can conduct interviews. Should no Stress Unit Member be available, the supervisor shall assign a departmental member *who shall provide aid and assistance as needed* but shall avoid discussion of the facts of the incident with personnel involved in the shooting, until a qualified CISD team member can respond.

ADMINISTRATIVE GUIDELINES FOR DEALING WITH OFFICERS INVOLVED IN ON-DUTY SHOOTING SITUATIONS

The goal of these guidelines is to provide information on how to constructively support (an) officer(s) involved in a shooting and diminish emotional trauma by doing so. Extensive field experience has shown that following these guidelines reduces the probability of long-lasting emotional problems resulting from a shooting.

- a. At the scene: Show Concern! Give mental and physical first aid.
- b. Psychological break: Get the officer away from the body, when the circumstances dictate, and some distance away from the scene. The officer can be with a supportive peer or supervisor and return to the scene only if necessary. This break should be of a non-stimulant nature with discretionary use of drinks and caffeine.
- c. Explain to the officer what will happen administratively during the next few hours and why, so that the officer does not take the investigation as a personal attack.
- d. When the weapon is taken as evidence, replace it immediately or when appropriate (with the officer being told that it will be replaced). This guideline can be modified depending on how aggravated the circumstances are and how stressed the officer is (very depressed, agitated, suicidal, etc.).
- e. The officer should have some recovery time before detailed interviewing. The officer should be placed in an office in a secured setting, insulated from the press and curious officers.
- f. Totally isolating the officer breeds feelings of resentment and alienation. The officer can be with a supportive friend or peer who has been through a similar experience. (To avoid legal complications, the situation should not be talked about prior to the preliminary investigation.) It is important to show support and concern to the officer at this time.

- g. If the officer is not injured, and at the officer's discretion, he/she should be encouraged to contact their family and let them know what happened before rumors, information via scanners and phone calls get to the family. If the officer is injured, a department member that the family knows should pick the family up and drive them to the hospital. Make sure the family has support; i.e. call friends, chaplains, etc.
- h. Personal concern and support for the officer from a high-ranking administrator (communicated in a face-to-face manner) goes a long way toward alleviating future emotional problems. The administrator does not have to comment on the situation or make any premature statements regarding legal or departmental resolutions; however, he/she can show concern and empathy for the officer, who has just undergone a very stressful experience.
- i. The officer should be given administrative leave (not suspended with pay) to deal with the emotional impact (usually three days, more or less as the situation dictates). Some officers prefer light duty to leave.

All personnel at the scene (including dispatchers) should be screened carefully for their reactions and given leave or the remaining shift off, as necessary.

- j. The officer will attend a mandatory (to defuse stigma) confidential critical incident stress debriefing with a licensed mental health professional who is experienced with the law enforcement culture and trauma prior to returning to duty. There should be a debriefing as soon after the incident as practical. Return to duty and/or follow-up sessions should be determined by a mental health professional. The debriefing should take place within (72) hours or when the CISD Team member determines that it is appropriate. All involved officers should be afforded time to attend the debriefing, whether on-duty or not.
- k. Opportunity for family counseling (spouse, children, significant others) should be made available.
- l. If the involved officer's phone number is published, it may be advisable to have a friend or telephone answering machine screen phone calls, as sometimes threats to the officer and family may occur.
- m. An administrator should advise the rest of the department (or the supervisor advise the rest of the team) what happened so the officer does not get bombarded with questions, and rumors are held in check. Screen for "vicarious thrill seekers."
- n. Expedite the completion of administrative and criminal investigations and advisement of the outcome to the officer.
- o. Consider the officer's interests in the media release.
- p. The option of talking to peers who have had a similar experience can be quite helpful to all personnel at the scene. Peer counselors are an asset in conducting group debriefings (in conjunction with a mental health professional) and in providing follow-up support.
- q. Allow a paced return to duty.

- r. Train all officers and supervisors on how, when and why the CISD Program should be implemented as well as critical incident reactions and what to expect personally, departmentally and legally.

DEPARTMENTAL MENTAL HEALTH CARE PROFESSIONAL

The departmental Mental Health Care Professional shall be a mutually agreeable Mental Health Care Professional who is trained in Critical Incident Stress and the debriefing process.

It is the responsibility of the administration or the concerned supervisor to arrange a meeting within five (5) days following the incident between the Mental Health Care Professional and the officers involved in the shooting

The Stress Unit Mental Health Care Professional will only confirm that the first appointment was kept, however, will not provide any information on subsequent visits unless the officer authorizes such disclosure.

There are times when one or a series of shootings adversely impacts entire units. A Stress Unit Mental Health Care Professional will respond and conduct group debriefings if requested.

The department shall make the meeting with the department Mental Health Care Professional mandatory when an officer is involved in a shooting incident, thereby eliminating the stigma associated with any voluntary seeking of psychological assistance.

The Stress Unit Mental Health Care Professional Staff shall include a trained peer officer in all officer involved shooting debriefings.