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A G R E E M E N T

BETWEEN

Secaucus Town of

TOWN OF SECAUCUS

AND

SECAUCUS PBA LOCAL 84
(SUPERIOR OFFICERS ASSOCIATION)

X JANUARY 1, 1987 THROUGH DECEMBER 31, 1988

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PREAMBLE

THIS AGREEMENT entered into this day of , 1988, by and between the **TOWN OF SECAUCUS**, in the County of Hudson, New Jersey, (hereinafter called the "Town") and **NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC. LOCAL NO. 84**, (hereinafter called the "**Association**" or the "**SOA**"), and subject to law, represents the complete and final understanding of all bargainable issues between the Town and the Association.

ARTICLE 1 - RECOGNITION

A. The employer recognizes the Association only as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Superior Officers herein defined as all police officers above the rank of Patrolman but excluding the Chief of Police

B. The title of Superior Officer shall be defined to include the plural as well as the singular.

ARTICLE 2 - MANAGEMENT RIGHTS

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

including, but without limiting the generality of the foregoing, the following rights:

To the executive management and administrative control of the Town Government and its properties and facilities and the activities of its employees;

To hire all employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

To take any permissible disciplinary action for good and just cause according to law.

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

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement, and to

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

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

B. Definition

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

C. Steps of the Grievance Procedure

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

STEP ONE

(a) An aggrieved employee or the Association shall institute actions under the provisions hereof within thirty (30) days of the occurrence of the grievance by submitting it in writing to his immediate superior and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate superior. Failure to act within the said thirty (30) days shall be deemed to

constitute an abandonment to the grievance. Failure to resolve the grievance by the immediate superior shall result in its transfer to the Chief of Police.

(b) The Chief of Police, or his designee, shall render a decision in writing within ten (10) days from the receipt of the grievance by the immediate superior.

STEP TWO

(a) In the event the grievance is not resolved through Step One, then within five (5) days following the determination of the Chief of Police, the matter may be submitted to the Mayor and Council.

(b) The Mayor and Council shall review the matter and make its determination within five (5) days after its next regularly scheduled meeting, but not to exceed fifteen (15) days from the receipt of the grievance.

STEP THREE - ARBITRATION

(a) If the grievance is not settled through Steps One and Two, and the matter alleges a violation of this Agreement, then the aggrieved may refer the matter to the New Jersey Public Employment Relations Commission for appointment of an Arbitrator within ten (10) days after the determination by the Mayor and Council. An arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission. If the matter does not involve an arbitrable issue, then the grievant shall have the right to appeal the decision of the Mayor and Council to a Court of competent jurisdiction or to

an administrative Agency of competent jurisdiction for plenary hearing in accordance with the rules of such tribunal.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Council. In the event the aggrieved elects to pursue his appellate rights in accordance with Revised Statutes 40A:14-150, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

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

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

(e) Any employee may be represented at all stages of the Grievance Procedure by himself, or at his option, by a representative selected or approved by the PSOA. When an employee elects to present his own grievance, the PSOA shall have the right to be present and state its views at Steps Two and Three of the Grievance Procedure, unless the employee objects to the presence of a PSOA representative,

in which case the PSOA may not be present. In the event the PSOA is not present at the final determination of Step Three, the PSOA will promptly receive a copy of the determination of the Arbitrator.

(f) All time limits set forth above shall refer to working days. The term "working days" is meant to exclude Saturdays, Sundays and legal holidays.

(g) In the event that the time limits set forth above are not adhered to for moving a grievance to the next step, the grievance shall be deemed waived. Failure to answer a grievance within the time limits set forth, shall permit said grievance to be moved to the next step.

ARTICLE 4 - SALARIES

A. The salary for Sergeants, Lieutenants and Captains shall be as follows:

	<u>1/1/87</u>	<u>1/1/88</u>
Sergeant	\$37,156	\$40,129
Lieutenant	40,884	44,155
Captain	44,617	48,186

B. Superior Officers assigned to stand-by duty as Detectives shall receive, in addition to the salary set forth above, a stipend of \$750.00 per annum. Officers so assigned for only a portion of the year shall receive a pro rata of such stipend.

ARTICLE 5 - LONGEVITY

A. The present longevity program, based upon the employee's length of continuous and uninterrupted service with the Town shall be as set forth below:

From the beginning of the 6th year of service through the 10th year	3%
From the 11th year of service through the 15th year	5%
From the 16th year of service through the 20th year	7%
From the 21st year of service through the 25th year	9%
Beginning on the 26th year of service	11%

B. Any employee whose length of service prior to July 1st in any year shall, in the basis of the schedule in Section 5.01 hereof, entitle him to longevity pay, or to an increase in longevity pay shall receive such longevity pay, or increase in longevity pay, as of, retroactive to and commencing from January 1st of that year. Any employee whose length of service shall not entitle him to longevity pay or to an increase in longevity pay until July 1st, or after in any year, shall receive such longevity pay or increase in longevity pay as of and commencing from January 1st in the following year.

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

ARTICLE 6 - DEDUCTIONS FROM WAGES

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

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

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

ARTICLE 7 - NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in

its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slow down or walkout.

B. In the event of a strike, slowdown, or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement, shall be deemed grounds for termination of employment of such employee or employees, subject however to the application of the Grievance Procedure contained in Article III.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent and terminate any strike, work stoppage, slowdown or walkout.

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

E. The Employer agrees to not lock-out its employees.

ARTICLE 8 - HOURS AND OVERTIME

A. The normal working week shall consist of the present total of an average of forty (40) hours per week.

B. All overtime work is mandatory upon request by an appropriate Superior Officer. In the event employees must be held over onto the next shift, the Superior shall request volunteers from the prior shift and if there are insufficient volunteers, then in that event the least senior officers will be required to work. Any employee working beyond the end of his or her shift shall be compensated at the premium rate of time and one-half, provided, however, that no additional compensation shall be paid for the first fifteen (15) minutes of the first overtime hour, and further provided that if any employee works beyond fifteen (15) minutes, he or she shall be paid for a full hour at the premium rate. After the first hour, overtime will be earned on a quarter hour basis at the premium rate. In lieu of cash payments, an employee may opt to receive compensatory time off at the premium rate of time and one-half (1½). Such time may be taken only when scheduled with the Chief so as not to unreasonably interfere with departmental operations.

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

C. Overtime duty which requires one or more Superior Officers to be called in shall be granted by a rotating seniority list. Specialists shall be utilized in accordance with their own seniority system. In the event use of the appropriate seniority list does not provide the manpower required, the least senior man or men

reached shall be required to report, and in the event the required manpower is still not reached, the Department may require any member to work. Individual Superior officers' work schedules shall not be adjusted for the purpose of avoiding the rotating seniority provisions of this paragraph.

D. If any employee is recalled to duty on a day he is scheduled to be off, he shall receive payment for all time worked with a minimum guarantee of three (3) hours at the premium rate set forth in "8.02" above, with the option of time off as set forth therein. For specialists such as breathalyzer, the minimum shall be three (3) hours.

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

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

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

(20) minutes prior to the start of this scheduled tour.

H. All compensatory time, whether received pursuant to the provisions of this Agreement regarding holiday pay or overtime, which is earned or accrued after execution date of this Agreement must be utilized on in units of one or more complete tour. Requests for use of compensatory time, must be made not less than seventy-two (72) hours prior to the beginning of the requested tour or tours off except in emergent circumstances. In the event departmental needs prohibit the use of compensatory time within the period prescribed herein, such time shall accumulate for use within the next succeeding twelve (12) month period.

ARTICLE 9 - VACATIONS

A. Vacations for employees shall be twenty-two (22) days in 1987 and twenty-four (24) days in 1988.

B. Vacation scheduling procedures shall be adhered to in accordance with current practice.

C. Vacation earned during a calendar year may be taken after April 15th of that year.

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

E. Superior Officers shall select vacations in order of seniority as is the present practice.

ARTICLE 10 - HOLIDAYS

Effective January 1, 1988, there shall be 15 holidays granted per annum; eleven compensatory days and four (4) paid days.

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

A. Effective January 1, 1988, the four (4) paid holidays shall be compensated with one (1) day's pay by May 31st and three (3) days pay in December of each year.

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

ARTICLE 11 - SICK LEAVE

A. Service Credit for Sick Leave

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

aggregate years of service.

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

B. Amount of Sick Leave

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

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

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

C. Reporting of Absence on Sick Leave

1. All personnel, when absent from duty because of illness or injury shall, on the first day of such illness or injury, notify the Police desk at least one (1) hour before normal reporting time, of the absence and further advise the desk as to the address and telephone number where employee may be reached and the nature of the illness or injury. Failure to notify the desk may be cause for

denial of the use of sick leave and constitute cause for disciplinary action.

2. Any employee, while on sick leave, shall call in to desk prior to the start of each shift when the employee will not be reporting due to the continued use of sick leave. Such notification shall be four (4) hours in advance whenever possible.

3. When an employee is returning from sick leave, said employee shall call the desk to inform it of the intended return one (1) hour in advance of the scheduled start of the first shift to which employee is returning. Said notification shall be four (4) hours, whenever possible.

4. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

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

require the employee to be examined by the Town physician.

2. In case of leave of absence due to exposure to a contagious disease, a certificate from the Department of Health shall be required.

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

E. Work Incurred Injury

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

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

3. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon

the Employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation or by the final decision of the last reviewing court, which shall be binding upon the parties.

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

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

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

ARTICLE 12 - MAINTENANCE OF STANDARDS

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

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

ARTICLE 13 - UNION ACTIVITIES

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

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

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

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

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

F. The authority of the representative and alternates so

designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

- (1) The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.
- (2) The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.

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

H. Employees represented by the SOA, as part of PBA Local No. 84, shall be included in the Convention and Meeting Leaves set forth in the PBA Agreement, Article 14.01 and 14.02.

ARTICLE 14 - RIGHTS OF EMPLOYEES

A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The security of the community depends to a great extent on the manner in which superior officers perform their duty, and their employment is those in the nature of the public trust.

C. The wide ranging powers and duties given to the Department and its members involves them in all manner of contacts

and relationships with the public.

D. Out of these contacts may come questions concerning the actions with the public.

E. These questions may require investigation by superior officers designated by the Chief of Police and the governing body.

F. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

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

2. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.

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

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

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

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

advised of the name of the complainant at this time.

7. If a member, as a result of an investigation is being charged with a violation of the rules and regulations or is about to be charged, he shall be afforded an opportunity to consult with counsel or PSOA representatives before and during any further interrogation. The member shall also be advised of the name of the complainant at this time.

ARTICLE 15 - LEAVES OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any employee for a period of up to six (6) months. Said leave may be extended for an additional period of six (6) months. Such leave shall be granted at the sole discretion of the Mayor and Council upon the recommendation of the Chief of Police, and shall not be arbitrarily or unreasonably denied.

B. A member on an unpaid leave shall be considered on an inactive status and shall turn in his identification and badge prior to commencing his leave. While on said leave neither seniority nor any other benefits under his Agreement shall accrue. To be eligible to participate in the Town's Health Insurance Program an employee on leave shall pre-pay the premiums due for the period of leave. Upon return from leave an employee shall be restored to the level of seniority enjoyed immediately prior to commencement of leave.

ARTICLE 16 - EXCHANGE OF DAYS OFF

A. The Chief of Police shall grant the request of any Superior Officers of the Department to exchange days off under the following conditions:

1. Exchanges shall only be permitted with men of equal rank and ability to perform their functions within the Department;

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

3. No man will be permitted to work a double shift through this system.

4. Exchanges shall not be permitted for days on which either Superior officer is scheduled for a court or administrative agency appearance.

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

ARTICLE 17 - HEALTH AND WELFARE INSURANCE

A. 1. The following coverage for each superior officer and his dependents will be provided: UCR/Blue Cross/Blue Shield and Rider J Program.

(2) Upon retirement, each employee and dependents, if any, shall be provided with medical coverage to the same extent as said officer received while an active employee. Such coverage shall be maintained at no cost to the employee until age sixty-two (62) or the employee receives Medicare.

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

from the contract.

C. The Town reserves the right to change insurance carriers so long as substantially similar benefits are provided.

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

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

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

G. Effective January 1, 1987, each employee, covered by this Agreement, shall receive One Hundred (\$100.00) Dollars per year as an eye-glass purchase allowance which may be utilized for the employee or a member of the employee's family. The eye-glass purchase allowance shall be paid to each employee in December of each year.

ARTICLE 18 - ADDITIONAL LEAVES

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

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

C. In the event of the death of a mother-in-law, father-in-law, grandparent, or any other relative in the immediate household of the employee, the employee shall receive time off upon request from the date of death up to the day of the funeral not to exceed three (3) days.

D. Upon serious illness of a member of the immediate family of employee as defined in 19.02 above, leave of absence shall be granted at the discretion of the Town Council.

E. Time off under this Article shall be in addition to all other time off and benefits granted herein. All leave under this Article shall be with pay.

ARTICLE 19 - DISCIPLINARY ACTION

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

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

C. Willful or reckless abuse of municipal equipment shall constitute just cause for disciplinary action under this Article as determined by the Chief. The Town reserves the right to pursue additional remedies as it may have against the individual.

ARTICLE 20 - CLOTHING ALLOWANCE

A. There shall be paid to each employee in the bargaining unit, including plainclothed officers, a clothing maintenance allowance annually in the amount of \$850.00 in 1987 and \$950.00 in 1988.

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

C. Employees shall be permitted to remove uniform hats while in headquarters, restaurants and radio cars.

D. Payment in accordance with paragraph 20.01 shall be paid bi-annually in June and September.

E. Nothing other than approved uniforms may be worn while on duty, except as plainclothes assignments might require.

F. Upon execution of the contract, in the event that the Town alters the current uniform standards, it may do so in either of two ways: (a) If immediate compliance is required, the Town shall purchase replacement items for the officers in the following quantities: 2 hats (1 summer, 1 winter); 6 shirts (3 short-sleeved, 3 long-sleeved); 1 pair of summer pants; 1 pair of shoes; 2 ties; 2

shields (1 hat, 1 shirt); 1 dress blouse; 1 winter coat; 1 pair winter pants; 1 raincoat; 1 rain cover; boots; white gloves; gun belt; holster; firearm; ammunition; night-stick holder; night-stick; handcuffs; keyring; whistle; wooden billie; flashlight; handcuff holder. In the event of a change of the authorized police patch, the Town shall provide ten (10) replacement patches to each officer. Any additional patches sought by a superior officer shall be provided "at cost" by the Town. (b) If immediate compliance is not required, the officer shall utilize their regular uniform allowance to purchase uniform items in compliance with the new standard. Complete compliance shall be effected not later than eighteen (18) months from the date of issuance of the new standard. This option shall not be applicable to guns and holsters.

ARTICLE 21 - PATROL CARS AND EQUIPMENT

A. It shall be the responsibility of each superior officer to immediately report any defective vehicles to their immediate superior.

B. In the event the Tour Commander determines that a vehicle is in an unsafe operating condition, said vehicle shall be removed from service and repaired.

C. All police vehicles purchased after the execution of this Agreement shall be equipped with full police package and shall contain the items set forth below:

Police package, including heavy front and rear suspension, screen, nightstick holders and air conditioning; power brakes; power

steering; power door locks; power trunk release. All rear inside door handles to be removed including buttons. Tires to be classified as 4 ply belted. State approved roof lights, siren and radio. Interior lights to be deactivated when the door is open. Trunks shall be compartmentized. All other equipment shall remain the same as in prior agreement.

D. The following items shall be available at Headquarters: shovel, plastic bags and gloves, and an animal snare.

E. Cars shall not be put into regular patrol service without adequate radio, red lights and siren.

F. All new patrol cars ordered after the date of execution of this Agreement shall be equipped with air-conditioning.

ARTICLE 22 - HANDGUNS

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

B. Ammunition for the regulation duty weapon shall be of a standard issue prescribed by the Chief of Police.

ARTICLE 23 - PERSONNEL EQUIPMENT

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

B. All employees shall acquire and maintain their driver's license and or motorcycle driver's license annually.

ARTICLE 24 - TRANSPORTATION OF MENTAL PATIENTS

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

B. No superior officers shall be requested to transfer mental patients without being accompanied by a second officer of equal training.

ARTICLE 25 - MUTUAL AID

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

ARTICLE 26 - DAMAGED POLICE VEHICLES

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

ARTICLE 27 - FACILITIES

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

B. The Town shall also furnish, maintain in good working

order and replace when necessary, the following: lockers, chairs, tables, dressing room facilities.

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

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

E. The Employer will provide necessary records and evidence prior to Court Appearances as per past practice.

ARTICLE 28 - OFF DUTY POLICE ACTION

A. Since all Superior officers are presumed to be subject to duty 24 hours per day, a legitimate action taken by a member of the force on his time off within the Town of Secaucus, 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 rights and benefits concerning such action if he were then on active duty.

ARTICLE 29 - FUNERAL SERVICES

A. Attendance at funeral services by off duty men shall be voluntary unless their attendance is required at a funeral for a municipal official.

B. In the event of the death of a police officer or firefighter in the line of duty, in the State of New Jersey the Town agrees to supply a Police Vehicle (marked) for use of two members of the Association to attend an official funeral procession. The two members shall be chosen by the Association and shall do so on their own time.

ARTICLE 30 - POLICE SCHOOLS

A. When the Chief requires men to attend training school, such attendance shall be in lieu of duty for the time spent at the course plus reasonable travel time if the course hours are less than the officer's normal shift schedule he/she shall report to duty for the balance of the shift. If the course exceeds the length of the shift, the employee shall receive his/her regular day's pay. If the course is held on a furlough day, the employee shall receive an alternate day off.

B. A police officer may request permission to attend training schools other than those required by the Town. If permission is granted, such schooling shall be on the employee's own time and at his own expense, but certification of completion shall become part of his record. Such permission shall not be unreasonably denied.

ARTICLE 31 - MILITARY LEAVE

A. Any employee called into 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.

ARTICLE 32 - COMMENDATIONS

When an employee is awarded a Commendation or honorable mention, he shall receive the following:

Medal of Honor - 2 days pay

Combat Cross - 1 days pay

Excellent Police Service Ribbon - Certificate of Commendation

ARTICLE 33 - PERSONNEL FILES

A. A separate personnel file shall be established and maintained for each employee covered by this Agreement. Personnel files are confidential records and shall be maintained in the office of the Chief of Police.

B. Any member of the Police Department may review his personnel file upon request.

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

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom without the employee's permission.

E. An employee shall be entitled to photocopy any portion of his file upon request, at the employee's cost.

F. Phone numbers and addresses of Superior officers shall be confidential and shall not be kept in view of public. No one shall be permitted to disclose phone numbers of Superior officers to anyone not in the Police Department.

ARTICLE 34 - EDUCATION INCENTIVE

A. The Town hereby agrees to compensate men for pursuing higher education in the field of Police Science.

B. Compensation shall be at the rate of \$10.00 per credit for courses leading to AA, BA or MA degrees in police science at an accredited institution of higher education. This compensation shall be a stipend paid annually during December of each year for credits earned up to and through that year as evidenced by an official transcript.

C. New hires, in addition to all other payments including salary contained herein, shall receive compensation for education credits earned prior to employment in accordance with Article 35.02.

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

ARTICLE 35 - MISCELLANEOUS

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

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

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

ARTICLE 36 - SEPARABILITY AND SAVINGS

If any provision of the Agreement or any application of this Agreement to any employee, member or group of employees or member 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 such invalid provision, provided the provision is of an economic nature, consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et seq., however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE 37 - DATA FOR FUTURE BARGAINING

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

B. The relevant data noted above may include but may not be limited to such items as salaries and benefits enjoyed by other employee groups, the costs of various insurance and other programs, information concerning overtime worked by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature, subject to 38.01.

ARTICLE 38 - PROMOTIONS AND LAYOFFS

A. Promotions to any higher rank on the Secaucus Police Department shall be made pursuant to 40A:14-129.

B. Lay-offs on the Secaucus Police Department shall be made pursuant to 40A:14-143.

ARTICLE 39 - NEGOTIATION OF A SUCCESSOR AGREEMENT

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

B. Neither party in any negotiations shall have control over

the selection of the negotiation representatives of the other. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, make counter-proposals, and accept any of them in the course of negotiations, consistent with their status as representatives of their principals.

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

ARTICLE 40 - AGENCY SHOP

A. 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.

B. The Union Agrees that it will indemnify and save harmless the Town against any and all actions, claims demands and liabilities resulting from any suit or action brought as a result of the implementation of the agency Shop. The Union further agrees that it shall reimburse the Town for all costs, including reasonable attorney's fees not to exceed \$75.00 per hour, incurred in defense of the Town.

This action shall only apply provided there is neither intentional nor negligent wrongdoing on the part of the Town.

ARTICLE 41 - TERMINAL LEAVE

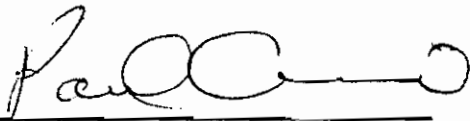
A. In the event an employee covered by this Agreement retires from employment with the Department in good standing, said employee shall receive terminal leave compensation based upon the following formula:

B. Terminal leave shall be determined based upon the number of years of service multiplied by ten days per year, less any sick leave utilized, time the daily rate of pay at the time of retirement to a maximum entitlement of one hundred and twenty-five (125) days. In the event of a bona fide long-term illness or injury as set forth


above, the Mayor and Council may determine, based upon their assessment of the length of service, and quality of service rendered by the individual employee, to waive the deduction of a long-term illness or injury or any part thereof from the formula as aforesaid. Terminal leave shall be available only to employees who retire in accordance with the requisites of the pension system.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

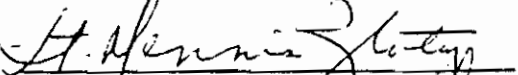
TOWN OF SECAUCUS

By: 

ATTEST:

By: 

SECAUCUS POLICE BENEVOLENT
ASSOCIATION LOCAL 84
SUPERIOR OFFICERS

By: 

ATTEST:

By: 