

Contract no. 1630

LIBRARY
INSTITUTE OF MANAGEMENT
AND FINANCIAL OPERATIONS

OCT 14 1992

RUTGERS UNIVERSITY

AGREEMENT

between

TOWN OF SECAUCUS

and

[REDACTED]

JANUARY 1, [REDACTED] through DECEMBER 31, [REDACTED]

1/1/91 - 4%
10/1/91 - 4%
4/1/92 - 4%
10/1/92 - 4%

MARTIN R. PACHMAN, P.C.
60 East Main Street
Freehold, New Jersey 07728
(908) 780-5590

the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.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 PBA. When an employee elects to present his own grievance, the PBA 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 PBA representative, in which case the PBA may not be present. In the event the PBA is not present at the final determination of Step Three, the PBA 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.

4.00 SALARIES

4.01 The salary for patrolman shall be as follows:

	<u>1/1/91</u>	<u>10/1/91</u>	<u>4/1/92</u>	<u>10/1/92</u>
Date of Hire	\$28,799	\$29,951	\$31,149	\$32,395
Compl. of Probation	31,524	32,785	34,097	35,461
1st Anniversary of Compl.	34,285	35,656	37,082	38,566
2nd Anniversary of Compl.	37,012	38,492	40,032	41,633
3rd Anniversary of Compl.	42,738	44,447	46,225	48,074

4.02 Police Officers assigned to standby duty as Detectives shall receive, in addition to the salary set forth above, a stipend of seven hundred fifty (\$750) dollars per annum. Officers so assigned for only a portion of the year shall receive a pro rata of such stipend.

5.00 LONGEVITY

5.01 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

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transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which the deductions were made.

6.02 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.

6.03 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 by the Association to the Town.

7.00 NO-STRIKE PLEDGE

7.01 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, slowdown or walkout.

7.02 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 3.

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

7.04 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.

7.05 The Town agrees to not lock out its employees.

8.00 HOURS AND OVERTIME

8.01 The normal working week shall consist of the present total of an average of forty (40) hours per week as follows:

Steady 4-2 bi-weekly rotation: days to midnights - midnights to evenings - evenings to days - for a period of eight and one-half (8 1/2) hours a day.

Nine (9) squads of four (4) Police Officers - two (2) squads work together at all times - and three (3) squads are off on any given day.

The parties agree that the work schedule set forth above is experimental in nature and may require periodic revision. Therefore, the parties agree that they shall meet, at the request

of either party, within twenty-one (21) days notice, in order to negotiate any modification, revision or replacement of the schedule. In the event of an impasse, the matter shall proceed to arbitration. No modification, revision or replacement of the schedule shall be implemented until a final decision by the arbitrator is entered.

8.01a Steady Night Tour. It is agreed by and between the Police Department of the Town of Secaucus and PBA Local 84 to institute, on an experimental basis, a steady night tour in accordance with the following conditions:

1. The PBA will provide the Department with a list of volunteers who will be placed on the night tour initially, with the approval of the Chief of Police, and would remain there until replaced in accordance with paragraph #2, #3, #4, #5, or #6 below.

2. Any Police Officer who wishes thereafter to be removed from the night tour will be required to solicit a replacement for presentation to the Chief. The Chief will determine the acceptability of the proffered replacement, subject only to the condition that any rejection must be based upon reasonable grounds.

3. In the event that an Officer on nights becomes incapacitated or, for any reason other than in accordance with paragraph #2 above, is unavailable to continue on midnights, the Association shall have the obligation to provide an acceptable replacement. The Chief will determine the acceptability of the replacement, subject only to the condition that any rejection must

be based upon reasonable grounds.

4. In the event that no acceptable replacement is found pursuant to paragraphs #2 or #3 above, then the Chief shall have the right to assign an individual to the midnight tour.

5. If an Officer on nights will be out on a temporary basis for a period in excess of ten (10) days for sick leave, and thirty (30) days for I.O.D. (except for vacation), the Chief retains the right to assign an Officer from the non-night shifts to the night shifts with twenty-four (24) hours notice, but forty-eight (48) hours wherever possible.

6. Personnel on the night tour will be required to work two (2) weeks on the evening tour and two (2) weeks on the day tour during each year that they are assigned to the night tour, effective calendar 1990. Night personnel will be replaced with personnel from the evening and day tour during that period.

8.02 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/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/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. 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 Police Officer requests otherwise at the time of working said overtime, overtime shall be paid in cash rather than compensatory time.

8.03 Overtime duty which requires one or more Police Officers to be called in shall be granted by a rotating seniority list made up by platoons. In such instance, the platoon not scheduled to work within that twenty-four (24) hour period shall be the one called. 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 officer(s) 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 Officers' work schedules shall not be adjusted for the purpose of avoiding the rotating seniority provisions of this paragraph. Whenever a shift change is permitted, reasonable notice shall be given to the affected Officer.

8.04 If an 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 paragraph 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.

8.05 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 (1/2) hour's pay at the premium rate.

8.06 If any employee is required to appear in Court, Grand Jury or administrative agency when not already in a paid status, and at a time which is non-contiguous to his/her work schedule, 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. When an Officer is subpoenaed to a civil matter arising out of his employment, the Chief may, in his sole and exclusive discretion, alter the Officer's regular day off or shift, so that the return date would be on work time.

8.07 Police Officers shall continue to qualify for firearms proficiency on their own time. Police Officers who are unable to attend scheduled sessions shall notify the certified Range Officer and make it up at the next regularly scheduled session.

8.08 The Town agrees to permit a minimum of two (2) patrolmen from each shift to utilize vacation or compensatory time. However, patrolmen who are on leave due to a long-term illness in excess of ten (10) consecutive work days, or on injury-on-duty leave in excess of thirty (30) consecutive work days, or are in attendance

at conventions or on Association activities, shall be counted towards meeting the minimum guarantee contained in this section. Association activity leave, however, shall be given a preference when requested by Officers of the Association. In the event the Police Department shall transfer a patrolman on leave referenced above, or replace a patrolman who is also on such leave with another, such patrolman who is on extended illness or injury leave shall not be calculated in determining the minimum guarantee contained in this section for approved leave time. No leave previously scheduled shall be cancelled due to absence of an employee as a result of the above referenced leaves.

8.09 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 up 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 his scheduled tour.

8.10 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 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

first twelve (12) months following its having been earned, such time shall accumulate for use within the next succeeding twelve (12) month period.

8.11 If the Department orders an employee to meet with a physician for a medical examination, such visit will be on work time.

8.12 Commencing within the 1991 calendar year, the overtime earned pursuant to any provision of this Agreement may be accrued as compensatory time off only to a maximum of thirty (30) hours of compensatory time at any time. Once an employee has thirty (30) hours of compensatory time accrued and unused, any additional overtime must be compensated in cash.

9.00 VACATIONS

9.01 Vacations for employees shall be as set forth below:

During 1st year of service	5 work days
During the 2nd through 5th year of service	15 work days
During the 6th through 15th year of service	20 work days
Over 15 years of service	22 work days

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

9.03 Vacation earned during a year may be taken during that year. For first year employees, vacation earned during the first year of employment may be taken following completion of the sixth month of employment.

9.04 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.

9.05 Police Officers shall select vacations in order of seniority as is the present practice. Vacation shall not be taken in less than four (4) day blocks without the approval of the Chief.

10.00 HOLIDAYS

10.01 Effective January 1, 1991, there shall be fifteen (15) holidays granted per annum: ten (10) compensatory days and five (5) paid days. In 1992, there shall be nine (9) compensatory days and six (6) paid days.

10.02 1. Employees shall receive compensatory time off for holidays which shall be utilized in accordance with Article 8.01 herein. These days shall be credited at the rate of five (5) days on January 1st and five (5) days on July 1st of 1991, and five (5) days on January 1st, and four (4) days on July 1st of 1992.

2. Effective January 1, 1991, the five (5) paid holidays shall be compensated with two (2) days' pay by May 31 and three (3) days' pay in December, and for 1992, three (3) days' pay by May 31 and three (3) days' pay in December.

10.03 In 1992, each employee shall be entitled to one (1) non-accumulative personal business day which is to be scheduled by mutual consent of the employee and the supervisor within the framework of Article 8.08.

10.04 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.

11.00 SICK LEAVE

11.01 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.

11.02 Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment 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.

4. In the event an employee does not utilize any sick leave for the calendar year, said employee shall be entitled to purchase up to five (5) of said sick leave days for that year. An employee may exercise this option within the first month of the succeeding year and shall be paid for such days within the first pay period after notice is given to the Town of his selection.

11.03 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 the Desk as to the address and telephone number where the 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 the 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 the 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.

11.04 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.

11.05 Work Incurred Injury

1. Where an employee covered under this Agreement suffers a work-connected injury or disability, the Town 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 Town.

2. The employee shall be required to present evidence by a certificate from a responsible physician that he is unable to work. The Town 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 Town 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 purposes of this Article, injury or illness incurred while the employee is acting in any Town-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 Workmen's 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.

12.00 PROBATIONARY EMPLOYEES

12.01 An employee will be considered probationary until he has completed one (1) year of service following his date of hire. During such period, the employee may be terminated at the discretion of the Town.

12.02 The Town will make every effort to place new appointees into the Police Academy as soon as possible after their appointment.

13.00 MAINTENANCE OF STANDARDS

13.01 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.

13.02 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.

14.00 ASSOCIATION ACTIVITIES

14.01 The Town agrees to grant time off to a maximum of three

(3) representatives designated by the Association to attend State and National Conventions of the Patrolmen's Benevolent Association. Any employee planning to attend such convention shall provide at least one (1) week's notice to the Town and shall receive leave for a period inclusive of the duration of the convention and reasonable travel time to and from said convention.

14.02 The Town shall provide the President and State delegate time off from duty in order to attend local and county PBA meetings for the duration of those meetings only, without loss of regular pay. The State delegate shall be permitted to attend State meetings and be released from the entire shift on that calendar day without loss of regular pay.

14.03 The Town and the Association 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.

14.04 Nothing contained herein shall be construed to deny or restrict any employee or the Town in 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.

14.05 During negotiations, Association representatives, not to exceed four (4), shall be excused from their normal duties for such periods of negotiation sessions as are mutually scheduled, provided that no more than two (2) such employees are from the shift or shifts on duty during such negotiations.

14.06 The Town 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.

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

The authority of the representatives 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.

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

15.00 RIGHTS OF EMPLOYEES

15.01 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.

15.02 The security of the community depends to a great extent on the manner in which Police Officers perform their duty, and their employment is in the nature of the public trust.

15.03 The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

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

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

15.06 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 Association 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 Association representatives before and during any further interrogation. The member shall also be advised of the name of the complainant at this time.

16.00 LEAVES OF ABSENCE

16.01 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.

16.02 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 this Agreement shall accrue. To be eligible to participate in the Town's Health Insurance Program, an employee on leave shall prepay 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.

17.00 EXCHANGE OF DAYS OFF

17.01 The tour commander shall grant the request of any employee of the Department to exchange working tours and/or days off with other Police Officers under the following conditions:

1. Exchanges shall only be permitted between Police Officers possessing similar skill and training (e.g., breathalyzer, accident investigation, etc.), and such exchange will not leave the tour uncovered with respect to said skill.

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 Police Officer will be permitted to work a double shift through this system.

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

5. No Police Officer 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.

18.00 HEALTH AND WELFARE INSURANCE

18.01 The following coverage for each Police Officer and his dependents will be provided: UCR/Blue Cross/Blue Shield and Rider J Program.

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

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

18.04 The Town shall provide the employee with legal aid as required by statute. In the event a Police 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.

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

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

18.07 Each employee covered by this Agreement shall receive one hundred (\$100.00) dollars per year as an eyeglass purchase allowance, which may be utilized for the employee or a member of the employee's family. The eyeglass purchase allowance shall be paid to each employee in December of each year.

18.08 Employees shall be entitled to post-retirement health insurance in accordance with the Town resolution of May 23, 1978, and the practices incident thereto.

19.00 ADDITIONAL LEAVES

19.01 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 the funeral.

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

19.03 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.

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

19.05 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.

20.00 DISCIPLINARY ACTION

20.01 Permanent employees shall be disciplined only for just cause.

20.02 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.

20.03 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.

21.00 CLOTHING ALLOWANCE

21.01 There shall be paid to each employee in the bargaining

unit, including plainclothed Officers, a clothing maintenance allowance annually in the amount of one thousand (\$1,000.00) dollars.

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

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

B. Employees whose physicians have provided a statement that the wearing of corfam, patent leather or other similar shoes are harmful to the employee's health shall not be required to wear same, and said employees may wear neatly polished black leather shoes which conform with departmental standards.

C. The Employer shall use reasonable judgment when ordering the use or non-use of the winter jacket based upon temperature, job assignment, and other related factors.

21.04 Payment in accordance with paragraph 21.01 shall be paid bi-annually in June and September.

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

Upon execution of this 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; PR-24; handcuffs; keyring; whistle; 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 Police Officer shall be provided "at cost" by the Town. (b) If immediate compliance is not required, the Officers 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.

22.00 PATROL CARS AND EQUIPMENT

22.01 It shall be the responsibility of each Police Officer to immediately report any defective vehicles to their immediate superior.

22.02 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.

22.03 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, 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.

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

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

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

23.00 HANDGUNS

23.01 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 he has been qualified with respect to the use of same by a certified Range Officer.

23.02 While off duty, an employee may carry a type, style and model handgun of his choice, provided he has been qualified with respect to the use of same by a certified Secaucus Police Department Range Officer, and the handgun is on the approved list.

23.03 Ammunition for the regulation duty weapon shall be of a standard issue prescribed by the Chief of Police, and the Town will provide all ammunition required in connection with all uses of the

regulation duty weapon.

24.00 PERSONNEL EQUIPMENT

24.01 Employees shall be instructed in the use of all weapons and chemicals in the police arsenal prior to being ordered to use any such weapon or chemical.

24.02 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.

24.03 All employees who apply for a no-fee official driver's license shall be given such material as D.M.V. requires for issuance of such a license.

24.04 All employees shall acquire and maintain their driver's license annually.

25.00 TRANSPORTATION OF MENTAL PATIENTS

25.01 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.

25.02 No Police Officers shall be requested to transfer mental patients without being accompanied by a second Officer of equal training.

26.00 MUTUAL AID

26.01 Police Officers engaged in a neighboring municipality pursuant to mutual aid agreements shall, if injured, be entitled to full protection under applicable State statute.

27.00 DAMAGED POLICE VEHICLES

27.01 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.

28.00 FACILITIES

28.01 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.

28.02 The Town shall also furnish, maintain in good working order, and replace when necessary, the following: lockers, chairs, tables, dressing room facilities.

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

28.04 The Town 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 Squad Room will be available.

28.05 The Town will provide necessary records and evidence prior to Court appearances as per past practice.

28.06 The Association may install at its own expense a lock on

the locker room door. The key or combination will be available at the Desk for access by Town authorized personnel.

29.00 OFF-DUTY POLICE ACTION

29.01 Since all Police Officers are presumed to be subject to duty 24 hours per day, any 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 as if he were then on duty. The above definition is subject and subordinate to any reference in N.J.S.A. 40A-1 et seq. and any other applicable statutes.

30.00 FUNERAL SERVICES

30.01 Attendance at funeral services by off-duty Police Officers shall be voluntary unless their attendance is required at a funeral for a municipal official.

30.02 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 the use of two (2) members of the Association to attend an official funeral procession. The two (2) members shall be chosen by the Association and shall do so on their own time.

31.00 POLICE SCHOOLS

31.01 When the Chief requires Police Officers to attend training school, such attendance shall be time worked and 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 overtime in accordance with Article 8. Travel time shall be the shorter of either to and from Headquarters or to and from the employee's home, if the employee is permitted to attend directly from home.

31.02 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.

32.00 MILITARY LEAVE

32.01 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.

33.00 COMMENDATIONS

33.01 When an employee is awarded a commendation or honorable mention by the Department, he shall receive the following:

Medal of Honor - 2 days' pay

Combat Cross - 1 day's pay

Excellent Police Service - Certificate of Commendation

34.00 PERSONNEL FILES

34.01 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.

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

34.03 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.

34.04 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.

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

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

35.00 EDUCATION INCENTIVE

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

35.02 Compensation shall be at the rate of ten (\$10.00) dollars 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.

35.03 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.

35.04 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.

36.00 MISCELLANEOUS

36.01 Every patrolman 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.

36.02 The Town shall permit the installation of a bulletin board of reasonable size, at the expense of the Association, in what is referred to as the "locker room."

36.03 Payroll checks shall be put in individual envelopes.

36.04 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.

37.00 SEPARABILITY AND SAVINGS

37.01 If any provision of this 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.

38.00 DATA FOR FUTURE BARGAINING

38.01 The Town 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.

38.02 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.

39.00 PROMOTIONS AND LAYOFFS

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

39.02 Layoffs on the Secaucus Police Department shall be made pursuant to 40A:14-143.

40.00 NEGOTIATION OF A SUCCESSOR AGREEMENT

40.01 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 Town, and shall be reduced to writing, and after ratification by the parties, shall be executed by them.

40.02 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.

40.03 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.

41.00 AGENCY SHOP

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

the Town.

2. The Association 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 Association further agrees that it shall reimburse the Town for all costs, including reasonable attorney's fees, not to exceed seventy-five (\$75.00) dollars per hour, incurred in defense of the Town.

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

42.00 TERMINAL LEAVE

42.01 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.

42.02 Terminal leave shall be determined based upon the number of years of service multiplied by ten (10) days per year, less any sick leave utilized, times the daily rate of pay at the time of retirement, to a maximum entitlement of one hundred and twenty-five (125) days. For purposes of this calculation, the days shall be computed at eight (8) hours, and the hourly rate of pay computed based upon forty (40) hours per week. Employees shall work until their retirement day and receive the terminal leave in a lump sum payment. 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.

43.00 JOB SPECIFICATIONS

43.01 During the term of this Agreement, no Police Officer, except in emergencies, shall be required to perform duties not contained in the job description annexed hereto as Exhibit A.

44.00 NO WAIVER

44.01 No individual agreement or understanding between any employee(s) and the Town shall constitute a waiver of the terms set forth herein.

45.00 DURATION.

45.01 This Agreement shall be effective as of January 1, 1991 and shall expire on December 31, 1992.

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

TOWN OF SECAUCUS

SECAUCUS PBA LOCAL 84

BY: _____

BY: _____

ATTEST:

ATTEST:

BY: _____

BY: _____


EXHIBIT A

JOB SPECIFICATION

POLICE OFFICER

DEFINITION: Performs a variety of duties related to protection of life and property, enforcement of criminal and traffic laws, prevention of crime, preservation of the public peace, apprehension of criminals, maintenance of public health, safety and welfare, and the rendering of assistance and protection to members of the public.

EXAMPLES OF WORK: Gives desired information to inquirers as to local geography, local occurrences, provisions of the law and other proper matters; assists and protects children in crossing streets; regulates and controls pedestrian and vehicular traffic, when necessary, so as to assure safety, reasonably rapid movement of traffic, and a minimum of interferences; helps to maintain order at places where people gather in numbers; notes conditions while patrolling the designated territory, calls the attention of householders and others to matters needing their attention, checks the condition of occupied buildings, and takes steps to protect them from damage and theft; takes needed action as to suspicious persons and conditions and reports significant actions, occurrences and condition; provides police protection when large sums of money are in transit; makes investigations of complaints involving misconduct, suspicious behavior, illegal activities, improper



conditions, and other matters, within the field of police operations; responds to calls concerning bomb threats and conducts bomb searches; notes and reports holes in the pavements, dangerous poles, imperfect street lights, and other conditions constituting dangers of hazards; gives needed first aid in case of accidents; keeps records of the time and place of varied public meetings and takes any steps necessary to assure orderly and safe conditions; when on duty at night, notes whether gates, doors, gratings, and entrances are securely fastened when they should be, and if not, investigates and notifies interested persons or police headquarters of conditions that should be corrected; checks cars in restricted areas; when necessary, apprehends, warns, or takes into custody violators of the law; gives testimony in court; prepares simple but clear reports of significant activities and conditions; when in police headquarters, receives complaints, takes proper action by notifying police officers by radio, and helps keep needed records.