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A G R E E M E N T

Between:

Jersey City, City of  
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

and

JERSEY CITY POLICE OFFICERS BENEVOLENT ASSOCIATION

X JANUARY 1, 1985 THROUGH AND INCLUDING DECEMBER 31, 1987

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PREAMBLE

THIS AGREEMENT entered into this 30<sup>th</sup> day of January 1985, by and between the City of Jersey City, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the Jersey City Police Officers Benevolent Association, Inc., hereinafter called the "Association" represents the complete and final understanding on bargainable issues between the City and the Association, and the City agrees not to enter any other Agreement or contract with those of its employees who are hereby covered, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 1

RECOGNITION

A. The City hereby recognizes the Association as the exclusive collective negotiations agent for all non-supervisory Police Officers employed by the City.

B. The title Police Officer shall be defined to include the plural, as well as the singular, and to include males, as well as females, and those Police Officers assigned to the Investigative Division of the Police Department.

ARTICLE 2

MAINTENANCE AND MODIFICATION OF WORK RULES

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 City pertaining to police employees, or directives from the Office of the Police Chief, or Director of Public Safety 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, which are not exclusively within the discretion of management, shall be negotiated with the majority representative prior to implementation.

C. The City and the Association shall appoint a committee to revise the Police Department Rules and Regulations 45 days after the execution of this agreement.

D. The provisions of this Agreement will govern, where specifically applicable, any inconsistent rules, regulations or ordinances or any other provisions or manual or law notwithstanding. The City will cause to be drafted and put into effect all necessary ordinances to make existing ordinances consistent with the Agreement.

ARTICLE 3

ASSOCIATION REPRESENTATIVE AND MEMBERS

A. Accredited representatives of the Association, not to exceed three (3) shall be permitted to visit Police Headquarters, Substations, or Office of the Police Director for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representative enter the City's facilities or premises as outlined above, it will request such permission from the appropriate City representatives and such permission will not be unreasonably withheld, provided further that there shall be no interference with the normal operations of the business of City Government, or the normal duties of employees. Before entering the aforesaid premises, the authorized representative shall notify the Unit Commander, or in his absence, his authorized representative.

B. The president of the Association and his designee shall be assigned to special duty, day tour, and except in emergencies, shall be entitled to administer the provisions of this agreement. The president and his designee will report their location by telephone to the Office of the Chief.

C. In the absence of the President, the first Vice President of the P.O.B.A. shall be assigned to special duty so that he may assume the duties of the President.

D. During negotiations, authorized Association representatives not to exceed five (5) shall be excused from their normal work duties to participate in collective negotiation sessions that are mutually scheduled to take place during their scheduled work time, and

ARTICLE 5

RETIREMENT

Members who become eligible for retirement under New Jersey Law and Ordinance of the City of Jersey City shall retain all pension rights, hospitalization insurance and other benefits as currently provided.



ARTICLE 6

LEAVES OF ABSENCE

A. A leave of absence without pay, for up to six (6) months will be granted for good cause to any member who has been employed for a period of one day beyond the police officer's probationary period as defined by Civil Service. The leave may be extended for up to an additional six (6) months. Such leave shall not be arbitrarily withheld.

B. The Union will be notified immediately of the leave of absence of any of the police officers within the bargaining unit, also any extensions.

C. Police officers on leave of absence shall not earn vacation time during such leave. Police officers annual vacation leave shall be prorated on a monthly basis.

D. The annual vacation leave, in accordance with Article XI, shall be reduced by the prorated number of monthly vacation days for each month said police officer is on leave of absence.

E. Police Officers on leave of absence shall not receive paid or compensatory holidays, during such leave. Police Officers holiday time shall be prorated on a monthly basis for the fourteen (14) holidays granted in accordance with Article 16. The holiday time shall be reduced to the same ratio of compensatory and paid days as stated in Article XVI, by the prorated number of monthly holidays (1.2 days per month) for each month paid police officer is on leave of absence.

ARTICLE 7

DUES DEDUCTION AND REPRESENTATION FEE

A. The City agrees to deduct from the salaries of its Police Officers subject to this agreement dues for the Association. Such deduction will be made in accordance with Chapter 310, Public Laws of 1967, N.J.S.A. . 52:14-15,9(e), as amended. Said monies, together with the records of any corrections, will be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which the deductions were made.

B. If, during the life of this agreement, there will be any change in the rate of Police Officers dues, the Association will furnish to the City written notice thirty (30) days prior to the effective date of such change.

C. The Association will provide the necessary check-off authorization form and deliver the signed forms to the Police Department Finance Officer. The Association will indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that will arise out of or by reason of action taken by the City in accordance with the instructions of the Association pursuant to this Article.

D. Pursuant to Chapter 295 of the Laws of 1977, the City will not deduct dues from the salaries of any Police Officers in the negotiating unit for an organization other than the Association. Further, the City agrees to terminate all existing dues deductions from unit Police Officers for organizations other than the Association on July 1 following a request to do so by the Association.

DUES DEDUCTION AND REPRESENTATION FEE (CONT'D.)

E. Representation Fee

1. Purpose of Fee-

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

F. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representative fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard,

DUES DEDUCTION AND REPRESENTATION FEE (CONT'D)

the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

G. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the City a list of those Police Officers who have not become members of the Association for the then current membership year. The City will deduct from the salaries of such Police Officers, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount as deducted to the Association

2. Payroll Deduction Schedule

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Police Officer on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the City

or

(b) 30 days after the Police Officer begins his or her employment in a bargaining unit position, unless the Police Officer previously served in a bargaining unit position and continued in the employ of the City in a non-bargaining unit position

DUES DEDUCTION AND REPRESENTATION FEE (CONT'D.)

or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the Police Officer's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If a Police Officer who is required to pay a representation fee terminates his or her employment with the City before the Association has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said Police Officer during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the City in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any notice.

6. Probationary Police Officers

On or about the last day of each month, beginning with the month this agreement becomes effective, the City submit to the Association, a list of all probationary Police Officers who began their employment in a bargaining unit position

DUES DEDUCTION AND REPRESENTATION FEE (CONT'D)

during the preceding 30 day period. The list will include names, job titles and dates of employment for all such probationary Police Officers.

7. Indemnification

The Association will indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that will arise out of, or by reason of, action taken by the City in accordance with the instructions of the Association pursuant to this Article.

ARTICLE 8

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it 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.

B. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance 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 such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE 9

NON-DISCRIMINATION

Neither the City nor the Association shall discriminate against any employee due to that employee's membership, non-membership participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the Association.



ARTICLE 10

WORK WEEK, OVERTIME

A. The normal work day shall be eight (8) hours, in which there shall be fifteen Section Schedules, for employees working around the clock, steady day, evening or night tours.

B. If an employee is recalled to duty, he shall receive a minimum guarantee of four (4) hours pay to be computed at time and one-half rates based on the average hourly rate for a forty-hour week.

C. If any employee is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at time and one half rates.

D. There shall be bidding for steady shifts on a seniority basis. All bids shall be received no later than October 15th. The new shift assignments shall be implemented no later than 45 days thereafter. This shall not include light duty assignments and those requiring special skills.

E. An annual roster will be published in the month of March designating the assignment and status of each police officer.

F. All Union officials on special assignments will not lose their permanent assignment, for their duration in office.

G. If an employee is required to work longer than his eight (8) hour tour of duty, he shall receive overtime and time and one-half rates.

H. The City shall pay all employees for appearances in Municipal Court, County and Superior Court, Juvenile Court, Grand Jury and A.B.C. proceedings, on their own time, the rate of time

WORK WEEK, OVERTIME (CONT'D)

and one-half with a four hour minimum. Employees shall submit in writing all time spent in court to unit commanders. Employees may not be retained for the purpose of attaining the minimum of four (4) hours if the appearance requires less time. This shall include motor vehicle appearances.

I. In computing overtime, any fraction or part of any hour shall constitute a full hour.

J. Overtime will be paid in the second pay period following the pay period in which the overtime was worked.

K. All police officers in the bargaining unit will receive their pay check by 3 p.m. every other Thursday.

L. The City will endeavor to deliver special checks by 3 p.m. on the date received in police headquarters.

M. The City will endeavor to provide a breakdown on all checks as to what is included in the pay in said check. (Overtime, service differential, etc.)

ARTICLE 11

VACATIONS

A. Annual vacation shall be granted strictly in accordance with seniority at each location.

B. The vacation period shall commence January 1st and continue until December 31st of each year. The vacation allowance shall be as follows:

Up to the end of first calendar year	- 1 work day each month
One year to end of five years	- 25 work days
After five years	- 30 work days

C. All employees shall receive at least 15 days of their respective vacations during the period from June 15th to September 15th each year, if requested. The employer may require the balance of the vacation to be taken before June 15th or after September 15th. Employees may take their remaining vacation days so as to have ten (10) of said days consecutively and, if entitled, the remaining five (5) days consecutively.

D. Employees shall not be subject to recall on days off immediately prior, or upon return from vacation, unless all vacations are cancelled because of an emergency.

E. Vacation periods shall begin January 1st and shall continue through the entire year, subject to the conditions of this Article. On January 1 vacation time of each employee for the ensuing year becomes vested.

F. An employee eligible for retirement who dies shall receive full vacation credit for the year of his death.

G. An employee shall have the right to accrue unused annual vacation time with no maximum limitation to the extent permitted by law.

ARTICLE 12

INJURY AND SICK LEAVE

A. If any employee is incapacitated and unable to work because of an injury sustained in the performance of his police duties, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties. Such leave, not to exceed one (1) year, shall be determined by the Director of the Division of Medical Services and the Director of Police. Such leave shall not be arbitrarily or unreasonably withheld.

B. Employees shall be granted sick leave without loss of pay whenever they are unable to work for reasons of health, up to one (1) year for each illness, pursuant to N.J.R.S. 40:11-9 and such leave shall be determined by the Director of the Division of Medical Services and the Director of Police. Such leave shall not be arbitrarily or unreasonably withheld.

INSURANCE, HEALTH AND WELFARE (CONT'D)

E. The City shall advance to the Union the sum of \$96.00 per individual per year to purchase an annuity program.

F. The City shall advance to the Union the sum of \$340 per individual per year to provide a service called "Supplemental Benefit Fund". Effective January 1, 1987 this fund shall increase to \$400 per annum.

G. The City agrees to provide a lump sum payment into the supplemental benefit fund established by the Union in the amount of \$250 per employee. This is a single payment which is non-repetitive and is to be paid during January 1985.

H. Upon execution of this Agreement the Union shall provide the Business Administrator of the City with copies of the most recent independent audits of each of the benefit funds set forth herein. Thereafter, the Business Administrator of the City will be provided with a copy of each annual audit upon its receipt by the Union.

I. The City may undertake to provide directly the benefits provided through the funds. This option shall be available upon the condition that the benefits put forth by the City are equal to or better than those currently provided by the Fund, and is in the nature of an "open panel" program. The Union shall have the right to negotiate with the City as to the equality of the level of benefits. Should these negotiations reach an impasse, either

INSURANCE, HEALTH AND WELFARE (CONT'D).

party may submit the matter to arbitration in accordance with grievance procedure set forth in Article 22.

K. If the City exercises its option to provide the benefits it had funded, it shall eliminate its contribution to that Fund. Effective December 31, 1983, the Union shall supply the City with a list of the allocation of monies in the Supplemental Benefit Fund. Effective January 1, 1984, the City shall also eliminate from its contribution to the Supplemental Benefits Fund any additional monies (beyond that of December 31, 1983) used to augment any specific benefit which the City assumes, to a maximum of \$120.00.

L. The Union agrees to provide the City with 90 days notice of the termination of any existing contract with providers. The City shall have thirty (30) days in which to invoke its options pursuant to paragraph J. If the City assumes responsibility for providing any benefits hereunder, it will hold the Union and its Trustees harmless from any claims of either providers or beneficiaries resulting from such takeover.

ARTICLE 14

TUITION REIMBURSEMENT

A. When funds are available the Business Administrator agrees to designate two (2) people, and the Union agrees to designate two (2) people who shall constitute a tuition reimbursement committee. This committee shall be charged with establishing equitable criteria for the administration of the program.

B. All courses taken must be applicable toward a degree in their profession and passing grades are required for tuition reimbursement consideration.

ARTICLE 15

EXCHANGE OF DAYS OFF

A. The Police Department may grant a request of any member of the Department to exchange hours, duty or days off, subject to standard rules and regulations pertaining to all members who make this request. The request shall not be unreasonably or arbitrarily denied.

B. The rules and regulations referred to in paragraph A above shall be those currently in effect within the Department.



ARTICLE 16

HOLIDAYS AND COMPENSATORY TIME

A. HOLIDAYS.

1. All employees shall receive fourteen (14) holidays, ten (10) of which shall be given as compensatory days off and four (4) of which shall be paid in cash at straight time rates during the month of December. All compensatory days shall be credited to employees on January 1st of each year.

2. Should the City declare an additional holiday for any other City employees, the members herein shall receive full amount of additional time off. For the purpose of this agreement, the word "holidays" shall be deemed to mean any day when the usual business offices of the City are closed to the general public.

B. COMPENSATORY TIME.

1. It is understood that every effort will be made in accordance with the guidelines set forth below to provide officers with the opportunity to utilize their compensatory time. Therefore, the following guidelines for the awarding of compensatory time are adopted by the parties.

a. There shall be no blanket denials of compensatory time use except during holiday periods as follows:

- (a) Thanksgiving Day and night
- (b) Easter Day and night
- (c) Christmas Eve
- (d) Christmas Day and night
- (e) New Year's Eve
- (f) New Year's Day

b. Compensatory time shall be granted during other periods except during emergencies. An emergency shall not be declared for the sole purpose of eliminating compensatory time use,

## HOLIDAYS AND COMPENSATORY TIME (CONT'D)

but shall be based upon objective facts as determined by the Director.

c. During non-emergency situations, use of compensatory time may not be withheld provided the member requesting compensatory time off submits his request five (5) days in advance. He is to be advised no later than forty-eight (48) hours following the submission of his request as to whether the compensatory time request is granted.

In the event a man is denied his request for the use of compensatory time because of a holiday period as set forth above or an emergency situation, he shall be given first preference on his next request for such use.

2. Unused compensatory time off shall accumulate from year to year and shall be granted to the employee prior to his retirement.

3. An accurate record will be maintained by each unit commander of all compensatory time due employees under his command. A book designated as the Compensatory Time Book will be kept by each unit for this purpose. It shall be the responsibility of each employee to see to it that any compensatory time due him is properly entered into said book.

4. This book shall contain all unused vacation time in addition to all unused compensatory time.

5. The Director shall, by January 30th of each year, supply each employee with a copy of an annual receipt of the record of all time owed the employee (vacation, compensatory time) which receipt shall be signed by the unit commander.

6. The City shall permit employees of the bargaining unit to buy back compensatory days which they have accumulated on a system to be jointly developed by the Union and the City. The maximum annual obligation of the City under this system shall be \$250,000 per year

ARTICLE 17

CLOTHING ALLOWANCE

A. Effective January 1, 1985 police officers will be provided with a sum of Five Hundred Eighty (\$580.00) Dollars clothing allowance. The sum of Two Hundred Fifty <sup>250.00</sup> (~~\$250.00~~) Dollars will be paid on the first Thursday after the Council meeting in January, and the additional Two Hundred Fifty <sup>250.00</sup> (~~\$250.00~~) Dollars will be paid on the first Thursday after the Council meeting in July for the duration of said contract.

ARTICLE 18

TERMINAL LEAVE

A. All Police Officers who retire after execution of this Agreement will receive a mandatory cash payment in lieu of time off for the number of years of service to the City based upon five (5) calendar days for each year of service. All Police Officers who retire after said date will also receive a mandatory cash payment in lieu of time off for any unused vacation time, to a maximum of the time to which the Police Officer is entitled. In addition to the above, all Police Officers will receive a mandatory cash payment for all unused compensatory time.

B. For purposes of this agreement, any Police Officer who dies and prior to his death was eligible for retirement will be considered a retired Police Officer, and the estate of the deceased will receive the following:

1. All accumulated compensatory time.
2. Terminal leave in accordance with this Article.
3. All accumulated vacation time, including full vacation allowance for the year of death.

C. For any employee whose date of retirement is effective between January 1st and December 31st, 1985, said employee shall receive in addition to the five (5) calendar days of terminal leave for each year of service already provided by the agreement, a sixth calendar for each year of service. This benefit specifically expires effective January 1, 1986.

ARTICLE 21

BULLETIN BOARDS

A. The City shall permit the installation of bulletin boards at the expense of the Association but the Police Director shall determine the exact locations and sizes of the boards to be installed.

ARTICLE 22

CONTRACTUAL GRIEVANCE PROCEDURES

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 Police Officers morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein will be construed as limiting the right of any Police Officer having a grievance to discuss the matter informally with the Director or Chief of Department, and having the grievance adjusted provided the Union is present and the settlement does not violate the contract.

B. Definition

The term grievance as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by any Police Officer or the Union.

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 will be followed in its entirety unless any step is waived by mutual consent.

## CONTRACTUAL GRIEVANCE PROCEDURES (CONT'D)

### Step One

1. A grievant will institute action under the provisions hereof by submitting a written grievance within thirty (30) days after the grievant became aware, or should have become aware, through diligent inquiry, but in no event more than sixty (60) days after the occurrence of the event being grieved and an earnest effort will be made to settle the difference between the aggrieved and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within the period set forth above will be deemed to constitute an abandonment of the grievance.

2. The immediate supervisor will render a decision in writing within five (5) days after receipt of the grievance.

### Step Two

1. In the event the grievance is not settled through Step One, it will be filed with the Division Commander within five (5) days following the determination by the immediate supervisor.

2. The Division Commander, or his designee, will render a decision in writing within five (5) days from receipt of the grievance.

### Step Three

1. In the event the grievance has not been resolved through Step two then within five (5) days of receipt of the determination of the Division Commander, or his designee, the matter may be submitted to the Chief of the Department or the Director.

2. The Chief and/or Director will submit a written answer within ten (10) days from receipt of the grievance.

CONTRACTUAL GRIEVANCE PROCEDURES (CONT'D)

Step Four

1. If the grievance is not settled through Steps one, two and three, either party may refer the matter to the State Board of Mediation within ten (10) days after the determination by the Director or Chief. An Arbitrator will be selected pursuant to the rules of the State Board of Mediation.

2. However, no arbitration hearing will be scheduled sooner than thirty (30) days after the final decision of the Director. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing will be cancelled and the matter withdrawn from arbitration, and the Union will pay all costs incurred by the City as a result of such improper submission.

3. The arbitrator so selected shall confer with the representatives and hold hearing promptly and shall issue his decision no later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived then from the date the final statements and proofs on the issues are submitted to him.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of or adds to the



terms of this agreement. He shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involving the grievance, and render a decision in accordance with the weight of the evidence. The decision of the arbitrator shall be submitted to the City and the Union and shall be final and binding on both parties.

4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the City and the Union. Any other expenses incurred shall be paid by the party incurring them.

5. The decision will be final and binding on both parties.

6. Nothing herein will prevent any Police Officer from processing his own grievance, provided that the Union may be present at such hearings, and further provided, that no settlement with any such individual Police Officer shall violate this agreement.

7. In the event an employee pleads guilty to disciplinary charges at a departmental hearing, the only arbitrable issue shall be "was the penalty imposed reasonable". This paragraph shall apply only to disciplinary action which is not reviewable to Civil Service only if a final legal determination results in a decision that such matters are arbitrable.

8. No police officer shall be discharged, disciplined, reprimanded, reduced in rank, compensation, position or deprived of any employment advantage or given an adverse evalua-

CONTRACTUAL GRIEVANCE PROCEDURES (CONT'D).

tion of his service without just cause. Any such action asserted by the City or any agent or representative thereof shall be subject to the grievance procedures set forth herein, including binding arbitration. The grievant shall elect arbitration or pursuit of Civil Service remedies but not both. This paragraph shall apply only to disciplinary action which is not reviewable to Civil Service only if a final legal determination results in a decision that such matters are arbitrable.

## ARTICLE 23

### NON-CONTRACTUAL 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 Police Officers morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein will be construed as limiting the right of any Police Officer having a grievance to discuss the matter informally with the Director or Chief of Department, and having the grievance adjusted provided the Union is present and the settlement does not violate the contract.

#### B. Definition

The term grievance as used herein means any controversy arising over the interpretation or adherence to, or the application of, City's policies or administrative decisions to any non-contractual terms and conditions of employment of employees covered by this Agreement.

#### C. Steps of the Grievance Procedure

(a) An aggrieved Police Officer will institute action under the provisions hereof within thirty (30) days after grievant became aware, or should have become aware, through diligent inquiry but in no event more than sixty (60) days after the occurrence of the grievance and an earnest effort will be made to settle the difference between the aggrieved Police Officer and his immediate

NON-CONTRACTUAL GRIEVANCE PROCEDURE (CONT'D)

supervisor, for the purpose of resolving the matter informally. Failure to act within said periods set forth above will be deemed to constitute an abandonment of the grievance.

(b) The immediate supervisor will render a decision in writing within five (5) days after receipt of the grievance.

Step Two

1. In the event the grievance is not settled through Step One, it will be filed with the Division Commander within five (5) days following the determination by the immediate supervisor.

2. The Division Commander, or his designee, will render a decision in writing within five (5) days from receipt of the grievance.

Step Three

1. In the event the grievance has not been resolved through step two, then within five (5) days of receipt of the determination of the Division Commander, or his designee, the matter may be submitted to the Chief of the Department or the Director.

2. Any such grievance shall be submitted within five (5) days to a committee consisting of one representative of the POBA and one representative of management who will review the grievance and submit a written recommendation to the director within five (5) days.

3. The Director will submit a written answer within ten (10) business days from receipt of the recommendation. The decision of the Director shall be final with respect to all non-contractual grievances.

ARTICLE 24

ASSIGNMENTS AND REPORTING TIME

Whenever assignments and reporting time are changed, Police Officers shall be notified at least forty-eight (48) hours ahead of time, whenever it is possible to do so.

ARTICLE 25

POLICE EQUIPMENT

A. To the extent permitted by fiscal consideration, the City agrees to provide the following equipment to its Police Officers

Each Police Officer shall be equipped with a walkie-talkie radio when assigned or detailed to foot patrol, if sufficient radios are available.

B. The City agrees to make optional, as part of Police Equipment, the carrying of a nine (9) millimeter automatic hand gun, in accordance with qualifying standards within the Department.

C. Future radio car purchases shall be made of patrol cars equipped with rain gutters (if available), air conditioning and power steering, within the limits of the budgetary requirements of the Department. (These radio cars shall be assigned to the Patrol Force).

D. The City shall install a safety divider in patrol cars to protect police officers from prisoners.

ARTICLE 26

SAFETY AND HEALTH COMMITTEE

A. The Association hereby agrees to create a Safety and Health Committee of its members.

B. The City hereby agrees to designate administrative personnel of the Department of Public Safety to meet periodically with the Safety and Health Committee of the Association. These meetings shall take place as jointly scheduled by the Safety and Health Committee of the Association and the designee of the City.

C. The purpose of the joint committee shall be to generate proposals and suggestions for the maintenance of high safety and health standards for the operation of the Department.

ARTICLE 27

QUALIFICATION OF EMPLOYMENT

A. All minimum standards presently in effect for appointment to the position of Police Officers shall be maintained.

B. There shall be no discrimination in the employment of Police Officers based upon race, color, sex, creed or national origin. All examinations for a position of Police Officer in the City of Jersey City shall be standard, provided, however, nothing herein contained shall be construed as a limitation upon the right of the City of Jersey City to extend preference to residents of the City in the making of appointments to the Police Department, provided such preference is in accordance with State law.



ARTICLE 28

COMMENDATIONS AND HONORABLE MENTIONS

A. It is the desire of the City of Jersey City to award in a tangible way those of its employees who perform their duties in an exemplary fashion.

B. Any Police Officer earning the award of Medal of Honor, or Honorable Mention Valor Award shall receive two (2) days of compensatory time off.

C. Any employee receiving a Commendational cross shall receive one (1) compensatory day off.

D. The President of the P.O.B.A. shall designate one member of the Departmental Awards Committee.

D. The Director or his designee, and the President of the POBA, or his designee, shall in each January choose a Police Officer of the preceding year for an award based upon outstanding service to the community and/or department. The recipient shall be awarded two compensatory days off.

ARTICLE 29

DEFECTIVE VEHICLES

A. It shall be the responsibility of each Police Officer to immediately report any defective vehicles to his immediate Superior.

B. In the event appropriate City authorities determine that a vehicle is in an unsafe condition, said vehicle shall be removed from service and repaired.

ARTICLE 30

SPECIAL TRAINING

Special training shall be scheduled during working hours whenever practical.

ARTICLE 31

SALARIES, LONGEVITY AND SERVICE DIFFERENTIAL

A. SALARY

1. Police Officers will receive compensation in accordance with the following schedule:

	<u>1/1/85</u>	<u>7/1/85</u>	<u>1/1/86</u>	<u>7/1/86</u>	<u>1/1/87</u>	<u>7/1/87</u>
1st year	19,100	19,100	19,100	19,100	19,100	19,100
2nd year	20,451	20,451	20,560	20,560	20,560	20,560
3rd year	22,222	22,222	22,340	22,340	22,340	23,650
4th year	23,994	23,994	23,994	23,994	24,990	24,990
5th year	26,035	26,535	26,535	26,535	26,535	26,535
6th year	27,310	28,110	29,310	30,510	29,610	29,610
7th year					31,760	32,910
Detective	28,902	29,702	30,902	32,102	33,352	34,502

2. The City reserves the right to raise entry level salaries.

B. LONGEVITY

1. Police Officers will receive an annual longevity payment in accordance with the following schedules:

a. For the period January 1, 1985 to and including December 31, 1986:

<u>Beginning first day of year</u>	<u>% of Base Pay</u>	<u>Through last day of year</u>
4	2	7
8	4	11
12	6	15
16	8	19
20	10	22
23	12	each thereafter

b. Commencing with January 1, 1987:

SALARIES, LONGEVITY AND SERVICE DIFFERENTIAL (CONT'D)

<u>Beginning first day of year</u>	<u>% of Base Pay</u>	<u>Through last day of year</u>
4	2	7
8	4	11
12	6	15
16	8	19
20	10	22
23	12	24
25	14	each thereafter

C. SERVICE DIFFERENTIALS

1. Employees shall receive a service differential in accordance with the following schedules:

a. Commencing July 1, 1986:

<u>Beginning first day of year</u>	<u>% of Base Pay</u>	<u>Through last day of year</u>
5	1	each thereafter

b. Commencing January 1, 1987:

<u>Beginning first day of year</u>	<u>% of Base Pay</u>	<u>Through last day of year</u>
5	1	11
12	1.5	15
16	2.0	each thereafter

D. A police officer hired up to October 31 of each year will receive full credit for these purposes for the full year of service. Anyone hired thereafter will receive no credit until the succeeding January 1st.

ARTICLE 32

TABLE OF ORGANIZATION COMMITTEE

A. Immediately upon implementation of this Agreement, a Committee is to be formed to be known as the Table of Organization Committee and shall be composed of four members: two (2) from the City and two (2) from the Association.

B. Such Committee shall choose its own chairman and formulate its own rules.

C. The purpose of the Committee shall be to provide input into any development of a table of organization for patrolmen within the Department.

ARTICLE 33

MISCELLANEOUS

A. The City agrees to assign two (2) employees to Radio cars between the hours of 4:00 P.M. and 8:00 A.M. except in an emergency. During patrol, at the direction of the Commander, one of the officers may be assigned to foot patrol within the sector patrolled by the vehicle. In the event of any call to either man, he shall rejoin his partner before responding.

B. Mental patients shall be transported in an ambulance.

C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

D. Annual uniform inspections shall be carried out at roll call.

E. An employee or his representative shall have the right to inspect any of the employee's files maintained by the City.

F. A police officer will be granted forty-eight (48) hours off with pay after donating blood with prior approval. This will not apply to police officers donating blood to the Police Department Blood Bank. Approval shall not be arbitrarily denied.

G. The City and the Union will equally share the expense for printing 800 copies of this agreement for distribution to all members

MISCELLANEOUS (CONT'D)

of the Union and City administration. The City will receive 100 copies upon payment of bill.

H. The City will endeavor to provide at its expense parking facilities for police personnel while on duty, wherever possible.

I. The City will permit pay phones to be installed in the police locker rooms in all buildings where police officers are employed, for the exclusive use of the police officers at no expense to the City.

J. The Union and the City agree to cooperate in the pursuit of Federal and State Fund for the betterment of the Department. All State and Federal monies received by the City for use in the Police Service shall be reported to the Union.

K. A retired police officer shall receive his laminated Police Department I.D. card with the word "retired" entered on same.

L. In any smoke inhalation case affecting a police officer within the unit, such police officer will be taken immediately out of service and given a complete examination. In cases where chest pains are reported by a police officer, such police officer will be immediately taken out of service and provided with complete and thorough examination at the expense of the City to assure the health and safety of such police officer.



ARTICLE 34

CIVIL SERVICE CLASSIFICATION AND PROMOTION

A. Promotional examinations for the next highest rank above police officer will be requested to Civil Service Department every two (2) years.

B. A promotional list to the next highest rank will be maintained at all times.

C. The City agrees that in the event of a recommended change in the classification of a position in the Jersey City Police Department, it will notify the Association fifteen (15) days prior to its submission of the recommended change to the Civil Service Commission.

ARTICLE 35

POLICE OFFICER'S BILL OF RIGHTS

A. Members of the force hold a unique status as police 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 wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by Superior Officers. 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, in light of all circumstances involved, preferably when the member of the force is on duty.

(2) The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations will be provided. If it is known that the member of the force is being interrogated as a witness only, he will be so informed at the initial contact.

(3) 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;

POLICE OFFICER'S BILL OF RIGHTS (CONT'd)

(4) The interrogation of the member shall not be recorded.

(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 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 decisions of the United States Supreme Court.

(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 so charged, he shall be afforded an opportunity to consult with counsel or POBA representatives before any further interrogation

C. An employee may see his personnel file upon request. If an employee wishes to answer or supplement any material found in his personnel file, he may do so and his written statement shall become part of the personnel file. An employee or his representative shall have the right to inspect any of the employee's files maintained by the City.

D. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Jersey City Police Department.

Disciplinary charges must be brought within thirty (30) days from the date of the alleged infraction or the discovery of

POLICE OFFICER'S BILL OF RIGHTS (CONT'D)

such infraction, unless a continuing investigation results in charges which extend the said period. In such case charges must be filed fifteen (15) days after the close of the investigation. Failure to charge within the period set forth above shall act as a bar to the bringing of charges.

No police officer will be subjected to questioning with the use of any polygraph machines, psychological stress evaluators or similar lie-detector devised in internal investigations. Upon request a police officer will have the right to be accompanied by counsel or any other person of the police officer's choosing during the entire interrogation of the member by the City. Any police officer who has been found innocent of charges, whether departmental or resulting from the civilian complaint will have such record of disciplinary action expunged from his or her police department personnel records.

ARTICLE 36

TIME OFF FOR BROTHER OFFICERS  
KILLED IN THE LINE OF DUTY

A. Time off will be granted to four(4) police officers to attend the funeral service of a police officer killed in the line of duty within the State of New Jersey.

B. A marked care will be granted to the Association to be used for said services at the discretion of the Director of Police.

C. Time off will be granted to one (1) police officer to attend the funeral services for a police officer killed in the line of duty outside the State of New Jersey.

ARTICLE 3?

SEPARABILITY AND SAVINGS

If any provision of this agreement or any application of this agreement to any police officer or group of police officers is held to be invalid by operation of law or by court order or other tribunal of competent jurisdiction, such provision will be inoperative but all other provisions will not be affected thereby and will continue in full force and effect. In the event a provision of this contract is deemed to be "invalid", then, and in that event, the parties agree to meet within fifteen (15) working days to negotiate a provision to replace the one declared invalid.

ARTICLE 38

EXTENSION OF CONTRACT AGREEMENT

In the event that the City and the Union have not by ~~June 30,~~<sup>Dec 31,</sup> 198~~7~~ agreed upon the terms and conditions of employment of the police officers for the contract period commencing ~~July 1,~~<sup>January 1, 1985</sup> 1985, then the terms and conditions of this contract of employment will remain in full force and effect, without prejudice, until the negotiation, consummation and execution of said later contract.

ARTICLE 38

EXTENSION OF CONTRACT AGREEMENT

In the event that the City and the Union have not by December 31, 1987 agreed upon the terms and conditions of employment of the police officers for the contract period commencing January 1, 1988, then the terms and conditions of this contract of employment will remain in full force and effect, without prejudice, until the negotiation, consummation and execution of said later contract,



ARTICLE 39

DISCHARGE AND DISCIPLINE

A. No Police Officer will be disciplined or discharged except for just cause. The question of just cause will specifically be subject to the grievance procedure of this agreement. This paragraph shall apply to disciplinary action which is not reviewable to Civil Service only if a final legal determination results in a decision that such matters are arbitrable.

B. No Police Officer will be disciplined or called to a meeting that would result in discipline without a Union representative present.

C. Disciplinary action with the exception of verbal warnings are to be presented on a "Disciplinary Action Form" with a copy made available to the Police Officer.

D. The City will notify the Union in writing of any discharge or suspension within three (3) days (excluding weekends and holidays) after the Police Officer is discharged or suspended.

E. If a Police Officer is discharged or suspended, he or she may elect to proceed to arbitration or Civil Service proceedings but not both. This paragraph shall apply to disciplinary action which is not reviewable to Civil Service only if a final legal determination results in a decision that such matters are arbitrable.

F. No hearing will take place without the Union being first notified and the Police Officer must be given sufficient time to receive counsel, no less than five (5) days excluding weekends and holidays..

G. There will be two (2) types of hearings:

1. Formal
2. Informal

DISCHARGE AND DISCIPLINE (CONT'D)

H. Formal Hearings

Formal hearings will be held before a tribunal of one (1) Police Officer and two (2) Police Superiors and Union Representatives. There will be a transcript, taped or written, of all proceedings. A decision as to guilt will be rendered within one (1) hour of the close of formal presentations.

The panel will recommend to the Director of Police a suitable punishment if found guilty.

The Director of Police will have the final discretion as to the penalty, which must be rendered within thirty (30) days of the close of trial.

I. Informal Hearings

Informal hearings will be conducted by the Director of Police or his designee with the Police Officer, and a Union representative present. There will be no written or taped record of the proceedings. The Police Officer retains the right to appeal as to the extent of the sentence of Civil Service, if applicable, or an arbitrator, but not both. This paragraph shall apply to disciplinary action which is not reviewable to Civil Service only if a final legal determination results in a decision that such matters are arbitrable.

J. Written Reprimands

A written reprimand must be served upon the Police Officer within five (5) days of the occurrence for which the reprimand is being given.

The Police Officer will retain the right to appeal a

DISCHARGE AND DISCIPLINE (CONT'D)

written reprimand to the Director of Police.

In all cases a Police Officer will be allowed to respond in writing for the record.

K. Oral Reprimand

An oral reprimand will be just what it implies. There will be no written record.

ARTICLE 40

DURATION OF AGREEMENT

THIS AGREEMENT will be effective as of January 1, 1985 and will terminate on midnight December 31, 1987. Proposals for a successor agreement may not be submitted prior to September 1, 1987. The parties hereby agree that contract language and non-economic working conditions shall be subject to a reopener effective January 1, 1986 for which the negotiations shall commence no earlier than September 1, 1985.

Any provision of this agreement may be changed, supplemented or altered provided both parties mutually agree in writing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Jersey City, New Jersey, on this 30<sup>th</sup> day of JANUARY 1985.

JERSEY CITY POLICE OFFICERS  
BENEVOLENT ASSOCIATION

CITY OF JERSEY CITY, HUDSON  
COUNTY, NEW JERSEY

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
GERALD MC CANN,  
MAYOR

WITNESS:

James Schultz

WITNESS:

Fredrick Tomkins  
FREDERICK TOMKINS,  
BUSINESS ADMINISTRATOR

Louis Ippolito  
LOUIS IPPOLITO  
DIRECTOR OF LABOR RELATIONS