

THIS BOOK DOES  
NOT CIRCULATE

This general agreement made and entered into on this 26TH day of NOVEMBER, 1974, by and between the TOWN OF KEARNY, a municipal corporation in the County of Hudson, State of New Jersey, hereinafter referred to as the "Employer" and KEARNY POLICEMEN'S BENEVOLENT ASSOCIATION, Local 21, hereinafter referred to as the "Union" or the "P.B.A."

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

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

ARTICLE I  
RECOGNITION AND SCOPE OF AGREEMENT

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

Section 2. The bargaining unit shall consist of all sworn employees or members of the Police Department of the Town of Kearny, New Jersey, now employed or hereafter employed,

except the Police Chief and Deputy Chiefs.

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

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

ARTICLE II  
COLLECTIVE BARGAINING PROCEDURE

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

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

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

Section 4. Ordinarily, not more than nine (9) additional representatives of each party shall participate in collective

bargaining meetings.

Section 5. No representative of the employer shall meet with any member of the bargaining unit other than an authorized representative of the P.B.A. nor shall any member of the bargaining unit without specific authority by the P.B.A. meet with a representative of the employer for the purpose of discussing wages, hours or conditions of employment or other matters which are properly subjects of collective bargaining between the parties without prior notification to the P.B.A. and the Town of such meeting and without the presence at such meeting of a representative of the P.B.A. designated by the President of the P.B.A. and a representative of the employer.

The aforesaid provisions of Section 5 are not intended to prohibit, restrain, interfere with or affect in any way the collective bargaining process or labor management relations activities between the parties including, but not limited to, meetings and discussions between authorized representatives of employer and the P.B.A. during the term of this agreement, the grievance procedure set forth in this agreement and any other meetings or discussions required under this agreement or necessary to the proper implementation or performance of the terms of this agreement.

ARTICLE III  
CONDUCTING UNION BUSINESS

Section 1. The Employer shall permit members of the Union Grievance Committee (not to exceed three (3) ) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

Section 2. The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only three (3) members of such Committee shall be permitted to attend such meetings without loss of pay each for a maximum of four (4) meetings.

Section 3. The Employer agrees to grant the necessary time off without loss of pay to the members of the Union selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

Section 4. The Employer shall grant time off without loss

of pay to the President of the Union and the Legislative Delegate to the N.J. State P.B.A. or their designees to conduct P.B.A. business and to attend State P.B.A. functions which require their attendance. The Employer further agrees that the said officials shall be granted time off without loss of pay to attend, in an official capacity as representatives of Kearny P.B.A. Local 21, funerals for police officers who have given their lives in the course of their duties as police officers.

Section 5. The President of the P.B.A. shall be assigned to a permanent day assignment during his term in office as P.B.A. President unless he personally waives such assignment in writing.

#### ARTICLE IV DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color or national origin.

#### ARTICLE V PAY TREATMENT FOR EXTENDED ILLNESS

Section 1. The Employer agrees to pay employees at their regular rate of pay during periods of disability due to illness, injury or recuperation therefrom for a maximum period of one year from the date of such disability, pro-

vided such employee is incapable of performing his duties as a police officer and that such disability is established by a competent physician.

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

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

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

Section 5. The cost of providing a doctor's certificate to establish the existence or extent of disability as may be required under this article shall be borne by the Employer but only to the extent of fifteen dollars (\$15.00) for each occasion.

Section 6. Whenever a member of the bargaining unit is injured in the course of his employment, the cost of all medical treatment required as a result of such injuries shall

be paid by the Employer provided, however, that such medical treatment is provided or directed by a physician of the Employer's choice.

ARTICLE VI  
UNION SECURITY

Insofar as permitted by law, the Employer agrees to deduct from the pay of all employees of the Police Department initiation fees, dues and assessments as required by the P.B.A. By-Laws and other Union rules and regulations duly enacted. All such deductions shall be paid over to the properly designated Union official monthly on a regularly recurring basis.

ARTICLE VII  
MANAGEMENT OF TOWN AFFAIRS

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

ARTICLE VIII  
HOURS OF WORK AND  
WORK SCHEDULE

Section 1. The work day shall consist of not more than eight consecutive hours in a twenty-four hour period, except as mutually agreed to by the parties.

Section 2. The tours of duty shall continue as they are currently in force. Tour men shall work tours of four consecutive work days followed by two days off. All non-tour men shall work a regular five day week, or in accordance with the practice in effect as of this date.

ARTICLE IX  
OVERTIME

Section 1. The Employer agrees that overtime pay consisting of time and one half shall be paid to all employees covered by this agreement for overtime work; i.e., hours worked in excess of the regular work day consisting of eight consecutive hours in a twenty-four hour period or hours worked on his regularly scheduled day off, or during scheduled vacation periods.

Section 2. When an employee is required to work overtime for overtime pay, he shall be paid for a full hour for any portion of an hour worked at the prevailing overtime rate as set forth in Section 1, above.

Section 3. Employees who work overtime and are entitled to overtime pay as provided in Section 1 of this Article, shall be paid such overtime pay in the wages for the pay period next following the pay period when such overtime is worked.

Section 4A. There is hereby recognized the following areas of patrolman specialty assignment.



1. Detective
  2. Record Bureau specialist
  3. A.P.B. specialist
  4. Patrol Division specialist
- and
5. Ambulance Operator

B. When there is a requirement for the call-in of a patrolman member of this unit for overtime work in a tour of duty in any of the aforesaid specialty assignments, the Employer shall offer such overtime work to tour men assigned to the specialty if available to work such specialty assignments in the order of seniority in rank on a rotating basis.

C. Where there is a requirement for the call-in of a superior officer member of this unit for overtime work on tour duty, the Employer shall offer such overtime work to tour duty superior officers in the order of seniority in rank on a rotating basis.

D. Where the Employer has offered call-in overtime work to tour duty patrolmen specialists and to tour duty superior officers in the manner described in 4. A, B and C, above, and is unable to assign such call-in overtime work to such tour duty personnel, then and in that event, the Employer shall offer such call-in overtime work to all members of the unit who are qualified to perform such specialty assignments by reason of past experience, on the basis of seniority in rank on a rotating basis.

Section 5. Where there is a requirement for the call-in of a member of this unit for overtime work in the Traffic Division,

the Employer shall offer such overtime work to members assigned to the Traffic Division in the order of seniority in rank on a rotating basis. If no such Traffic Division members are available, the offer shall be made to all members of this unit on a rotating seniority basis.

Section 6. All other overtime work shall be offered to members of this unit on the basis of seniority in rank and on a rotating basis.

Section 7. Subject to the above provisions, overtime work shall be offered and distributed in an equitable manner among all members of this unit.

Section 8. The union may prepare a master seniority list covering all employees in the bargaining unit and in addition to such master seniority may prepare and maintain seniority lists for the following specialists and ranks:

1. Sergeant
2. Lieutenant
3. Captain
4. Detective
5. Record Bureau
6. A.P.B.
7. Patrol Division
8. Traffic Division
9. Ambulance Operator

ARTICLE X  
MUSTER TIME PAY ALLOWANCE

It is recognized that employees may be required for the purpose of muster at the commencement of a tour to

report fifteen (15) minutes in advance of the tour starting time. In accordance with this recognition, overtime pay as provided for in Article IX entitled Overtime above shall not be paid for the fifteen minute muster time period, but each employee shall be paid for the year 1974 the sum of \$200.00 annually, and for the year 1975 the sum of \$230.00 annually, in addition to his regular pay and other benefits, which shall be known as muster time pay. Except for such muster time pay, all employees who work overtime shall be paid at the prevailing overtime rates as set forth in Article IX entitled Overtime.

ARTICLE XI  
MINIMUM PAY - CALL IN TIME

In the event an employee is called in to duty for other than his normal assignment or at times or on days during which he is not regularly scheduled for duty, he shall be paid overtime at the prevailing rate as set forth in Article IX entitled Overtime for all time worked during such period, but in no such case shall he be paid for less than three (3) hours at said overtime rate irrespective of actual time worked.

ARTICLE XII  
MINIMUM PAY - COURT OR  
OTHER APPEARANCES

In the event an employee is required to appear

in any Court of this State, any other state or in any Federal Court or before any administrative tribunal or grand jury as a witness or otherwise at a time or on a day when said employee is not working or scheduled to work in connection with a matter arising out of his employment as a police officer, the employee shall be paid a minimum of three (3) hours pay each day, as set forth in Article XI entitled Minimum Pay - Call In Time, above, at the prevailing overtime rate set forth in Article IX entitled Overtime, and a maximum of four (4) hours pay each day at the said prevailing overtime rate, irrespective of actual time in attendance before such Court or Tribunal.

ARTICLE XIII  
VACATION

Section 1. All employees covered by this agreement who have completed three (3) or more years of service shall receive five (5) weeks vacation with pay annually. Such employees' entitlement shall be effective for the year during which the third year of employment is completed.

Section 2. All employees covered by this agreement who have been employed for more than one (1) year but less than three (3) years shall receive fifteen calendar days of vacation with pay annually. Such employees' entitlement shall be effective for the year during which his first year is completed.

Section 3. All employees who have not concluded one (1) year's employment shall receive one day's vacation for each month of employment during the first calendar year of employment.

Section 4. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacations must be left to the Employer but the following conditions shall be observed in such scheduling:

(a) Employees desiring specific vacation periods during the months of January through June must request such vacation periods by January 1st. Employees desiring vacation periods during the months of July through September must request such vacation by March 15th and employees desiring vacation periods during the months of October through December must request such vacation by June 1st. Request for vacation periods shall not be unreasonably denied and the employer shall approve or reject such request within a reasonable time after the time within which such request must be made in accordance with this contract. In determining the allocation of requested vacation periods, seniority in rank shall govern.

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

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

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

(e) Vacation periods shall be scheduled from January 1st through December 31st of each calendar year except that during the period December 15th through December 31st of each calendar year only one

(1) superior officer (Sergeant, Lieutenant or Captain) and two (2) patrolmen shall be permitted to take vacation during each week of such period and the selection of the superior officers and patrolmen shall be based upon seniority, as a superior officer or as a patrolman, which shall rotate from year to year; i.e., an eligible police officer (superior officer or patrolman) shall not be permitted to take more than one week vacation during this period, December 15th through December 31st, until all other superior officers and patrolmen have been given an option to take such vacation period and have taken such option or refused such option.

#### ARTICLE XIV PERSONAL DAYS

All employees covered by this agreement shall be entitled to three (3) days off as personal days off in single days or any combination of consecutive days totalling three (3) days provided, however, that:

(a) Such days shall be charged as vacation days;

(b) Notice is given of such personal day or days off at least 72 hours in advance of the day or days off except in cases of emergency where 72 hours' notice cannot be given and in such emergency cases maximum notice possible under the circumstances shall be given unless in extreme emergencies, no notice can be given.

(c) Such personal days off may precede or succeed regular days off or other authorized non-work days.

#### ARTICLE XV DEATH IN FAMILY

The Employer agrees that all employees covered by this contract shall be permitted bereavement leave with pay not to exceed four calendar days beginning with the date

of death of spouses, children, brothers, sisters, mothers, fathers, mothers-in-law or fathers-in-law, grandparents of employee or spouse, or any member of employee's household.

ARTICLE XVI  
HOLIDAYS

Section 1. The following shall be recognized as paid holidays under this Agreement for the years 1974 and 1975:

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

All days declared as holidays by federal, state or municipal authorities.

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

Section 3. Each employee may observe his birthday by not working on such day after having given seventy-two (72) hours

notice and in such case shall be paid for such day at his regular rate of pay. In the event an employee's birthday falls on a day upon which the employee is not scheduled to work, he may observe such holiday after notice on the next work day after the date upon which his birthday falls. In the event the employee elects to work on his birthday, the employee shall be paid for his birthday in the same manner as other holidays.

ARTICLE XVII  
HOSPITAL, MEDICAL AND  
LIFE INSURANCE

Section 1. The Employer agrees to provide, at no cost to the employee, full Blue Cross and Blue Shield coverage, including Rider "J", for all employees and their dependents as defined under the respective policies of insurance. The Employer also agrees to provide major medical insurance to all employees and their dependents.

Section 2. The Employer further agrees to provide, at no cost, to all retired employees who have been, prior to retirement, employees covered by this Agreement, and to their spouses and dependents, full Blue Cross and Blue Shield coverage, including Rider "J" benefits and major medical insurance.

Section 3. The Employer agrees to provide, at no expense to the Employees, a Five Thousand Dollar (\$5,000.00) Life Insurance Policy for all employees covered by this Agreement.



ARTICLE XVIII  
CLOTHING ALLOWANCE

A clothing allowance in the amount of \$325.00 shall be paid annually for the years 1974 and 1975 by the Town of Kearny to all employees covered by this Agreement.

ARTICLE XIX  
LIABILITY INSURANCE

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

ARTICLE XX  
BULLETIN BOARD

The Employer shall permit the Union reasonable use of all Bulletin Boards located in the respective Police facilities for posting notices concerning Union business and activities, but no such notices shall contain salacious, inflammatory or anonymous material.

ARTICLE XXI  
PENSIONS

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

ARTICLE XXII  
VACANCIES

Section 1. In the event of vacancies in the ranks of Captain,

Lieutenant and Sergeant, due to retirement, death, discharge, promotion or voluntary severance from the Department, such vacancies shall be filled within sixty (60) days of the effective date from the existing Civil Service lists.

Section 2. If no Civil Service list for each of the ranks enumerated in Section 1 above exists at the time of the vacancy, the Employer shall request or call for such test within thirty days of the effective date of the vacancy and such vacancy shall be filled within thirty (30) days of the promulgation of a list resulting from the said test.

Section 3. The Town reserves the right to create a table of organization of Police Department personnel by ordinance which shall set forth the number of Captains, Lieutenants and Sergeants that the Police Department shall have in its force. The Town also reserves the right to amend such table of organization as it deems necessary to so do in the best interests of the Town of Kearny.

Section 4. Where vacancies in the ranks of Captain or Lieutenant are filled pursuant to Section 1 and Section 2 of this article, vacancies created in lower rank, by reason of such filling of vacancies, shall be filled from existent Civil Service lists for such lower ranks simultaneously with the filling of vacancies in the higher ranks.

Section 5. When a civil service list expires in the ranks of Captain, Lieutenant or Sergeant, a new test shall be called for such rank within thirty (30) days of the expiration of the list for said rank.

ARTICLE XXIII  
DISCHARGE OR SUSPENSION

No employees shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitration".

ARTICLE XXIV  
GRIEVANCE PROCEDURE

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

Section 2. Complaints may be initiated by an individual employee to the Police Chief or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Union representative.

Section 3. When the Union wishes to present a grievance for itself or for an employee or groups of employees for settle-

ment, such grievance shall be presented as follows:

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

Step 2. If the grievance is not resolved at Step 1, or no answer has been received by the Union within the time set forth in Step 1, the grievance may be presented in writing to the Mayor and Town Council. The final decision of the Mayor and Town Council shall be given to the Union in writing within fourteen (14) days after the receipt of the grievance by the Mayor and Town Council.

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

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

ARTICLE XXV  
ARBITRATION

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

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations of the New Jersey Public Employment Relations Commission.

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

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

Section 5. Where an Employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules

or statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

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

ARTICLE XXVI  
WAGES

Section 1. The following salary schedule shall be effective for the period commencing January 1, 1974 and ending December 31, 1974 and salaries shall be paid in accordance therewith:

<u>Rank</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
Captain	\$16,955.00			
Lieutenant	15,414.00			
Sergeant	14,013.00			
Patrolman	11,138.00	\$11,723.00	\$11,950.00	\$12,185.00

Section 2. The following salary schedule shall be effective for the period commencing January 1, 1975 and ending December 31, 1975 and salaries shall be paid in accordance therewith:

<u>Rank</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
Captain	\$18,653.00			
Lieutenant	16,957.00			
Sergeant	15,415.00			
Patrolman	12,252.00	\$12,895.00	\$13,145.00	\$13,404.00

Section 3. Each police officer serving as a detective shall receive in addition to his wages as set forth in Sections 1 and 2 of this Article above, the following increment:

Patrolman	\$300.00
Sergeant	310.00
Lieutenant	325.00
Captain	350.00

ARTICLE XXVII  
LONGEVITY

Section 1. Effective January 1, 1974, each employee covered by this Agreement shall be paid annually in addition to the

rates of pay set forth in Article XXVI herein, a longevity increment based upon years of service with the Kearny Police Department in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF SALARY</u>
5 to 9	2
10 to 14	4
15 to 19	6
20 to 24	8
25 and over	10

Section 2. Each employee shall qualify for the longevity increment on the 1st day of January of the year in which the anniversary of his employment falls and such longevity shall be due and payable on the 1st day of January of the calendar year in which his anniversary date falls and thereafter on January 1st of each successive year.

ARTICLE XXVIII  
PARITY

There shall be parity between employees of the Police Department and Fire Department of the Town of Kearny as to wages and other fiscal benefits received during the calendar years 1974 and 1975. In the event employees of the Fire Department receive increases in fiscal benefits consisting of wages, hours or other benefits of a monetary value for the calendar years 1974 and 1975 in excess of the increases granted hereunder to the Kearny Police Department for the



calendar years 1974 and 1975, the employees covered under this Agreement shall receive from the Employer an amount equivalent to that excess paid to the employees of the Fire Department. Nothing in this Article shall be construed to cause a reduction in fiscal benefits as heretofore or hereinafter provided in this Agreement for the years 1974 and 1975.

ARTICLE XXIX  
SCHEDULES FOR PAYMENT  
OF CERTAIN BENEFITS

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

(a) Clothing allowance shall be paid in full on the first payday in May of each year.

(b) Payment for holidays shall be made on the third payday in June of each year as to one-half of the paid holidays and on the second payday in December of each year as to the remaining one-half of the paid holidays.

(c) Muster-time pay shall be paid on the first payday in September of each year.

(d) Longevity increments shall be paid on the first day of January of each year.

(e) Night hazard differential pay shall be paid on the second payday in December of each year.

(f) Retroactive payment of all fiscal benefits provided for under this Agreement for the year 1974, including but not limited to wages and the benefits scheduled for payment under this Article, shall be paid as soon as possible after execution of this agreement but no later than December 6, 1974.

ARTICLE XXX  
ACCESS TO PERSONNEL FILES

The Employer agrees to permit each employee full inspection and examination without restriction of his personnel file at least once during each calendar year upon request by the employee. The inspection shall take place in a private place provided by the Employer at reasonable hours during the day. The Employer may require that such inspection and examination take place in the presence of the Chief of Police or his designee and the employee may, at his option, have a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings or information contained in his personnel file.

ARTICLE XXXI  
TERMINAL LEAVE

Each employee covered by this Agreement shall be entitled to and granted terminal leave of forty-five (45) days with pay at the time of his retirement when authorized by enabling legislation. Such leave may be taken for purposes

of early retirement or an employee may work until retirement at which time he shall be entitled to a terminal leave payment equivalent to forty-five (45) days pay.

ARTICLE XXXII  
HOUSEHOLD MEMBER  
ILLNESS

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

ARTICLE XXXIII  
TRAINING SCHOOLS

Employees who attend Police Training Schools shall be paid the sum of twenty (\$20.00) dollars per day during such attendance for expenses. In addition thereto, such employees will be entitled to receive reimbursement for travel expenses as provided for in this Agreement.

ARTICLE XXXIV  
DETECTIVE BUREAU

Effective on the date of the execution of this Agreement, no employee shall be assigned to the Detective

Bureau who has not completed five (5) years of service as a police officer.

ARTICLE XXXV.  
REIMBURSEMENT FOR TRAVEL  
EXPENSES

In the event an employee is required to use his automobile to travel on business relating to his duties as a police officer, including but not limited to travel to and from court appearances and to and from training schools, such employee shall receive fifteen cents (\$.15) per mile for automobile use together with reasonable parking costs and toll fees.

ARTICLE XXXVI  
NIGHT HAZARD DIFFERENTIAL

All employees covered by this Agreement who work for any period of time during or between the hours of 4 o'clock P.M. and 6 o'clock A.M. and who are required to be armed during such work period shall receive night hazard differential pay amounting to twenty-five (\$25.00) dollars for the year 1974 and fifty (\$50.00) dollars for the year 1975.

ARTICLE XXXVII  
DISCIPLINARY HEARINGS,  
RIGHTS OF POLICE OFFICERS

In the event any member of the unit is or may become the subject or target of an investigation which may

subject such member to discipline or a disciplinary hearing, the parties agree that, for the purposes of insuring that the investigations are conducted in a manner which is conducive to good order and discipline and protective of the rights of employees, the following rules are adopted:

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

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

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

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

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

ARTICLE XXXIX  
ACTING CAPACITY

In the event one or more of the superior officers of the department is unable to report for duty and cannot be replaced through the system provided for in the Article of this agreement entitled "Overtime", then in such case:

- (1) When a captain is not available, the senior lieutenant on duty shall be assigned as acting captain and be paid the wages of a captain for such period.
- (2) When a lieutenant is not available, a sergeant on duty in order of seniority shall be assigned as acting lieutenant and be paid the wages of a lieutenant for such period.
- (3) When a sergeant is not available, the senior patrolman on duty available shall be assigned as acting sergeant and shall be paid the wages of a sergeant for such period.

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

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

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

ARTICLE XXXVIII  
REOPENER OF AGREEMENT

The Employer and the P.B.A. hereby agree to reopen this agreement on or before January 15, 1975 to negotiate Hours of Work and work Schedule, Overtime, Vacations and Holidays and any provisions of this agreement which may relate to or be effected by the introduction of a platoon system in the police department.

ARTICLE XL  
DURATION

Section 1. This Agreement shall be in effect from the 1st day of January, 1974 to and including the 31st day of December, 1975.

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

ARTICLE XLI  
RETROACTIVITY

All agreements made herein relative to wages and other fiscal benefits as agreed upon subsequent to January 1, 1974 shall be retroactive to January 1, 1974.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 26th day of NOVEMBER, 1974.

ATTEST:

Stewart Aitken  
STEWART AITKEN, Town Clerk

TOWN OF KEARNY

BY: David C. Rowlands  
DAVID C. ROWLANDS, Mayor

ATTEST:

Edward J. Poploski  
Secretary, Kearny Local #21  
P.B.A.

KEARNY LOCAL 21,  
POLICEMEN'S BENEVOLENT ASSOCIATION

BY: Martin J. Comp  
MARTIN COMP, President