

# AGREEMENT

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Between

TOWN OF SECAUCUS

-And-

N.J. STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION,  
LOCAL 84

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JANUARY 1, 2003 THROUGH DECEMBER 31, 2007

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TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE #</u>
0	PREAMBLE	1
1	RECOGNITION	1
2	MANAGEMENT RIGHTS	1
3	GRIEVANCE PROCEDURE	2
4	SALARIES	5
5	LONGEVITY	5
6	DEDUCTIONS FROM WAGES	6
7	NO-STRIKE PLEDGE	7
8	HOURS AND OVERTIME	7
9	VACATIONS	11
10	HOLIDAYS	13
11	SICK LEAVE	14
12	PROBATIONARY EMPLOYEES	17
13	DECEASED EMPLOYEES	17
14	MAINTENANCE AND STANDARDS	17
15	ASSOCIATION ACTIVITIES	18
16	RIGHTS OF EMPLOYEES	19
17	LEAVES OF ABSENCE	21
18	EXCHANGE OF DAYS OFF	21
19	HEALTH AND WELFARE INSURANCE	22
20	ADDITIONAL LEAVES	24
21	DISCIPLINARY ACTION	24
22	UNIFORMS	25

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE #</u>
23	PARTOL CARS AND EQUIPMENT	26
24	HANDGUNS	26
25	PERSONNEL EQUIPMENT	27
26	TRANSPORTATION OF MENTAL PATIENTS	27
27	MUTUAL AID	27
28	DAMAGED POLICE VEHICLES	28
29	FACILITIES	28
30	OFF-DUTY POLICE ACTION	28
31	FUNERAL SERVICES	29
32	POLICE SCHOOLS	29
33	MILITARY LEAVE	30
34	COMMENDATIONS	30
35	PERSONNEL FILES	30
36	EDUCATION INCENTIVES	31
37	MISCELLANEOUS	32
38	SEPARABILITY AND SAVINGS	32
39	DATA FOR FUTURE BARGAINING	32
40	PROMOTIONS AND LAYOFFS	33
41	NEGOTIATION OF A SUCCESSOR AGREEMENT	33
42	AGENCY SHOP	34
43	TERMINAL LEAVE	35
44	JOB SPECIFICATIONS	35
45	NO WAIVER	36
46	DURATION	36
	SIGNATURE PAGE	36
	APPENDICES A, B AND C	

## PREAMBLE

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2003, by and between the TOWN OF SECAUCUS, in the County of Hudson, New Jersey (hereinafter called the "TOWN"), and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 84 (hereinafter called the "ASSOCIATION"), and subject to law, represents the complete and final understanding of all bargainable issues between the TOWN and the ASSOCIATION.

## ARTICLE 1

### RECOGNITION

- A. The Town recognizes the Association only as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Police Officers.
- B. The title of Police Officer shall be defined to include the plural as well as the singular, and references to masculine shall be deemed to include the feminine.

## ARTICLE 2

### MANAGEMENT RIGHTS

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

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

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

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

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

### ARTICLE 3

#### GRIEVANCE PROCEDURE

##### A. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept informal as may be appropriate.

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

##### B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement, policies, or administrative decisions

affecting terms and conditions of employment, and may be raised by an individual or the Association.

C. **STEPS OF THE GRIEVANCE PROCEDURE**

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

**STEP ONE**

1. An aggrieved employee or the Association shall institute actions under the provisions hereof within forty-five (45) days of the occurrence of the grievance by submitting it in writing to his immediate superior, and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate superior. Failure to act within the said forty-five (45) days shall be deemed to constitute an abandonment of the grievance. Failure to resolve the grievance by the immediate superior shall result in its transfer to the Chief of Police.

2. The Chief of Police, or his designee, shall render a decision in writing within twenty (20) days from the receipt of the grievance by the immediate superior.

**STEP TWO**

1. In the event the grievance is not resolved through Step One, then within ten (10) days following the determination of the Chief of Police, the matter may be submitted to the Mayor and Council.

2. The Mayor and Council shall review the matter and make a determination within ten (10) days after the Council's next regularly scheduled meeting, but not to exceed twenty (20) days from the receipt of the grievance.

**STEP THREE – ARBITRATION**

1. If the grievance is not settled through Steps One and Two, the PBA, only may refer the matter to the New Jersey Public Employment Relations Commission ("PERC") or the New Jersey State Board of Mediation ("NJSBM") for appointment of an arbitrator within twenty (20) days after the determination by the Mayor and Council.

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

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

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

5. Any employee may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the PBA. When an employee elects to represent his own grievance, the PBA shall have the right to be present and state its views at Steps Two and Three of the grievance procedure, unless the employee objects to the presence of a PBA representative, in which case the PBA may not be present. In the event the PBA is not present at the final determination of Step Three, the PBA will promptly receive a copy of the determination of the arbitrator.

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

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

#### ARTICLE 4

#### SALARIES

- A. The salaries for patrol officers are set forth in Appendix A
- B. Police officers assigned to standby duty, as Detectives shall receive, in addition to the salary set forth above, a stipend of one Thousand (\$1000.00) dollars per annum. Officers so assigned for only a portion of the year shall receive a pro rata of such stipend.

#### ARTICLE 5

#### LONGEVITY

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

From the beginning of the 6<sup>th</sup> year of service through the 10<sup>th</sup> year.

For employees hired after 1/1/94, this entitlement shall not begin

Until the beginning of the 8<sup>th</sup> year of service. 3%

from the 11<sup>th</sup> year of service through the 15<sup>th</sup> year. 5%

from the 16<sup>th</sup> year of service through the 20<sup>th</sup> year. 7%

From the 21<sup>st</sup> year of service through the 25<sup>th</sup> year. 10%

Beginning on the 26<sup>th</sup> year of service. 11%

- B. Any employee whose length of service prior to July 1<sup>st</sup> in any year shall, on the basis of the schedule in Section A hereof, entitle him to longevity pay or to an increase in longevity pay, shall



receive such longevity pay or increase in longevity pay as of, retroactive to, and commencing from January 1<sup>st</sup> of that year. Any employee whose length of service shall not entitle him to longevity pay or to an increase in longevity pay until July 1<sup>st</sup>, or after in any year, shall receive such longevity pay or increase in longevity pay as of an commencing from January 1<sup>st</sup> in the following year.

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

## ARTICLE 6

### DEDUCTION FROM WAGES

A. The Town agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (RS) 52:14-15.9 (e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Association office by the fifteenth (15<sup>th</sup>) of each month following the monthly pay period in which the deductions were made.

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

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

## ARTICLE 7

### NO STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown or walkout.
- B. In the event of a strike, slowdown, or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however to the application of the grievance procedure contained in Article 3.
- C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent and terminate any strike, work stoppage, slowdown or walkout.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.
- E. The Town agrees not to lock out its employees.

## ARTICLE 8

### HOURS AND OVERTIME

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

Steady 4-2 tri-weekly rotation: days (0700 to 1530) to evenings (1500 to 2330) – evenings to days – for a period of eight and one-half (8 1/2) hours a day for personnel assigned to patrol squads.

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

1. **STEADY NIGHT TOUR**

It is agreed by and between the Town and PBA Local 84 to institute and maintain a steady night tour in accordance with the following conditions:

The midnight tour (2300 – 0730) will be staffed on a quarterly basis using the following process:

At least two (2) weeks prior to the beginning of the calendar quarter, the Town will post a list of midnight tour position assignments for voluntary selection by officers. Each midnight tour position assignment will be for a period lasting one-calendar quarter. For any midnight tour position assignment not filled by volunteers, the Town will assign individuals based on seniority, with the most junior officers assigned first.

Notwithstanding the foregoing, if the Town needs particular officers, based upon a need for particular skills or attributes possessed by these officers, or for the good of the Department, the Town may assign these officers to or from the midnight tour outside this process.

2. **POWER SHIFT**

The Chief of Police shall have the discretion to establish a power shift outside of and in addition to the day, evening and midnight tours set forth elsewhere in this Agreement. The work hours of such shift shall not exceed those established in A, above.

B. All overtime work is mandatory upon request by an appropriate superior officer. In the event employees must be held over onto the next shift, the superior shall request volunteers from the prior shift, and if there are insufficient volunteers, then in that event the least senior officers will be required to work. Any employee working beyond the end of his shift shall be compensated at the premium rate of time and one – half, provided, however, that no additional compensation

shall be paid for the first fifteen (15) minutes of the first overtime hour, and further provided that if any employee works beyond fifteen (15) minutes, he shall be paid for a full hour at the premium rate. After the first hour, overtime will be earned on a quarter hour basis at the premium rate. In lieu of cash payments, an employee may opt to receive compensatory time off at the premium rate of time and one – half. Such time may be taken only when scheduled with the Chief so as not to unreasonably interfere with departmental operations.

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

C. Overtime duty which requires one or more Police Officers to be called in shall be granted by a rotating seniority list made up by platoons. In such instance, the platoon not scheduled to work within that twenty – four (24) hour period shall be the one called. Specialists shall be utilized in accordance with their own seniority system. In the event use of the appropriate seniority list does not provide the manpower required, the least senior officer(s) reached shall be required to report, and in the event the required manpower is still not reached, the Department may require any member to work.

Individual Officers' work schedules shall not be adjusted for the purpose of avoiding the rotating seniority provisions of this paragraph. Whenever a shift change is permitted, reasonable notice shall be given to the affected Officer.

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

E. If an employee is unable to take a lunch period by reason of being ordered to work, he shall be compensated by receiving one – half (1/2) hour's pay at the premium rate.

F. If an employee is required to appear in Court, Grand Jury or administrative agency when not already in a paid status, and at a time which is non – contiguous to his work schedule, the employee shall receive payment at the premium rate for actual time spent, except in the case of Municipal Court, where a minimum two (2) hour guarantee at the premium rate shall be paid. When an Officer is subpoenaed to a civil matter arising out of his employment, the Chief may, in his sole and exclusive discretion, alter the Officer's regular day off or shift, so that the return date would be on work time.

G. Police Officers shall continue to qualify for firearms proficiency on Town time with full pay and benefits. Police Officers who are unable to attend scheduled sessions shall notify the certified Range Officer and make it up at the next regularly scheduled session.

H. The Town agrees to permit a minimum of two (2) patrolmen from each shift to utilize vacation or compensatory time. However, patrolmen who are on leave due to a long – term illness in excess of ten (10) consecutive workdays, on injury on-duty leave in excess of thirty (30) consecutive workdays or are in attendance at conventions or on Association activities, shall be counted towards meeting the minimum guarantee contained in this section. Association activity leave, however, shall be given a preference when requested by Officers of the Association. In the event the Police Department shall transfer a patrolmen on such leave referenced above, or replace a patrolman who is also on such leave with another, such patrolmen who is on extended illness or injury leave shall not be calculated in determining the minimum guarantee contained in this section for approved leave time. No leave previously scheduled shall be cancelled due to the absence of an employee as a result of the above referenced leaves.

I. It is the responsibility of each employee to report to duty at the appropriate time and to provide transportation for such purpose, if necessary, if a police vehicle, due to operational needs, is not available to transport employees to and from work. No employee shall be picked up in accordance with this paragraph, unless the request for transportation is received at the desk at least twenty (20) minutes prior to the start of his scheduled tour.

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

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

L. Overtime earned pursuant to any provision of this Agreement may be accrued as compensatory time off and may be “banked” or taken in cash, at the employee’s option. However, the maximum amount of time which may be in an employee’s comp time bank at any given time shall be eighty (80) hours. If an employee’s comp time bank is at the maximum, then the employee may not place any more comp time off in his “bank”.

ARTICLE 9

VACATIONS

A. Vacations for employees shall be as set forth below:

During the 1 <sup>st</sup> year of service	7 work days
During the 2 <sup>nd</sup> through 5 <sup>th</sup> year of service	17 work days

During the 6 <sup>th</sup> through 15 <sup>th</sup> year of service	22 work days
Over 15 years of service	24 workdays

B. Officers hired prior to July 1 shall receive vacation entitlement on the preceding January 1.

Officers hired on or after July 1 shall receive their vacation entitlement on January 1 of the following year. This shall not apply to the first year of hire. During that year, Officers shall be credited with their vacation entitlement upon hire.

C. Vacation scheduling procedures shall be adhered to in accordance with the following practice.

1. Vacation may be taken in single days. Vacations for the summer season (Memorial Day through Labor Day) will be selected prior to April 1 in each year, and for the period from the week of Thanksgiving through the week of New Year's Day, prior to October 1. At any other time during the calendar year, requests for vacation shall be submitted at least six (6) weeks prior to leave.

2. Requests submitted outside this process lose all seniority bumping rights respective to those submitted to those submitted in accordance with, Subsection 1, above. Requests submitted outside this process will be honored by the Town as per past practice (72 hours notice), and competing requests for the same period will be governed by seniority.

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

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

F. Police Officers shall select vacations in order of seniority, as is the past practice.

ARTICLE 10

HOLIDAYS

A. There shall be fifteen (15) holidays granted per annum: nine (9) compensatory days and six (6) paid days.

B. 1. Employees shall receive compensatory time off for holidays, which shall be utilized in accordance with Article 8 herein. These days shall be credited at the rate of five (5) days on January 1<sup>st</sup> and four (4) days on July 1<sup>st</sup> of each year.

2. The six (6) paid days provided in section A, above shall be added to and become a part of, the regular periodic base salary provided under this Agreement and shall be included with the base pay for all purposes including (i) the determination of annual, monthly, weekly, daily and hourly rates of pay and (ii) determining and paying pension contributions, and reporting of compensation for purposes of the New Jersey Police and Firemen's Pension System. All credible pension service, including time credited from other positions, or otherwise credited by the pension system, holiday pay will be paid as part of the employee's base pay, and the Town will make pension contributions thereon as if it were ordinary salary.

C. Each employee shall also be entitled to three (3) non - accumulative personal business days, which are to be scheduled by mutual consent of the employee and the supervisor within the framework of Article 8., section H. Should an employee be denied the use of a personal business day on two (2) separate requests, the employee may accumulate the personal business day to the following year, only.

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



ARTICLE 11

SICK LEAVE

A. SERVICE CREDIT FO SICK LEAVE

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

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

B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter and paid as part of said salary.

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

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

4. In the event the employee utilizes less than five (5) days sick leave in the calendar year, said employee shall be entitled to purchase up to five (5) of said sick days for that year. An employee may exercise this option within the first month of the succeeding year and will be paid in the first pay after notice is given to the Town.

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

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

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

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

D. **VERIFICATION OF SICK LEAVE**

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

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

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

E. WORK INCURRED INJURY

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

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

3. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Town or by its insurance carrier, then and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation or by the final decision of the last reviewing court, which shall be binding upon the parties.

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

5. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an

appropriate Workmen's Compensation judgment or, if there is an appeal there from, the final decision of the last reviewing court.

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

#### ARTICLE 12

#### PROBATIONARY EMPLOYEES

A. For employees hired after December 31, 2004, an employee will be considered probationary until he has completed one (1) year of service following his date of graduation from the Police Academy or one (1) year from date of hire, whichever is greater. During such period, the employee may be terminated at the discretion of the Town.

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

#### ARTICLE 13

#### DECEASED EMPLOYEES

Any employee who dies as an employee in good standing shall be treated as a retired employee, and his estate shall receive all regular pay, accrued vacation pay, holiday pay, college credit payments, terminal leave, and clothing allowance to which the employee would have been entitled as an employee retiring in good standing.

#### ARTICLE 14

#### MAINTENANCE OF STANDARDS

A. All conditions of employment relating to wages, hours of work, and general working conditions contained in the Rules and Regulations of the Police Department, Ordinances or Resolutions of the Town pertaining to Police employees, or directives from the Office of the Police

Chief which are of universal application within the Police Department, currently in effect, shall be maintained for the life of this Agreement.

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

## ARTICLE 15

### ASSOCIATION ACTIVITIES

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

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

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

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

E. During negotiations, Association representatives, not to exceed four (4), shall be excused from their normal duties for such periods of negotiation sessions as are mutually scheduled,

provided that no more than two (2) such employees are from the shift or shifts on duty during such negotiations.

F. The Town recognizes the right of the Association to designate representatives within the Department and alternates for the monitoring of this Agreement, provided they are members of the Department or their attorneys. The Association shall furnish the Town in writing the names of the representatives and the alternates and notify the Town of any changes.

The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

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

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

## ARTICLE 16

### RIGHTS OF EMPLOYEES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 17

#### LEAVES OF ABSENCE

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

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

#### ARTICLE 18

#### EXCHANGE OF DAYS OFF

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



1. Exchanges shall only be permitted between Police Officers possessing similar skill and training (e.g., breathalyzer, accident investigation, etc.), and such exchange will not leave the tour uncovered with respect to said skill.
2. All requests will be made at least twenty four (24) hours prior to the requested exchange, in writing, and will be recorded in the Department records.
3. No Police Officer will be permitted to work a double shift through this system.
4. Exchanges shall not be permitted for days on which either Officer is scheduled for a court or administrative agency appearance.
5. No Police Officer shall be permitted to participate in more than six (6) such exchanges of duty per year, except that in special circumstances, approval may be requested of the Chief or his designee.

## ARTICLE 19

### HEALTH AND WELFARE INSURANCE

- A. Coverage for each Police Officer and his dependants shall be provided at the Town's expense as set forth in Resolution 2000-235, dated December 26, 2000, and attached hereto as Appendix B.
- B. Should the provision of any feature of this insurance program be declared illegal, such insurance benefit will be dropped from the contract.
- C. The Town reserves the right to change insurance carriers so long as substantially similar benefits are provided.
- D. The Town shall provide the employee with legal aid as required by statute. In the event a Police Officer elects to utilize a privately retained attorney, the appropriate arrangements shall be made regarding fees with the Town. (Except where the insurance company provides defense, in

which case the company provides the attorney). Any liability for costs of legal defense beyond those agreed to by the municipality shall be the responsibility of the individual employee.

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

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

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

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

I. Employees hired on or after January 1, 1996, shall receive health insurance coverage as follows:

Full family P.O.S. medical coverage plan, which shall cover the employee and his dependents.

Beginning with the second year of employment, the employee (and dependants) shall be enrolled in the Employer's prescription plan unilaterally provided by the Employer, and as may from time to time be modified.

Beginning with the third year of employment, the employee (and dependants) shall be enrolled in the Employer's dental plan.

Beginning with the fourth year of employment, at the employee's option, the employee (and dependants) shall be enrolled in the insurance program set forth in paragraph 19.01 above.

J. Coverage for employee's dependants shall be continued for the dependants until they reach age 23.

## ARTICLE 20

### ADDITIONAL LEAVES

- A. In the event of a death in the immediate family, employees shall be granted time off from the date of death to the date of the funeral.
- B. For the purposes of this Article, immediate family shall be defined as spouse, child, stepchildren, mother, father, sister, brother or stepparents.
- C. In the event of the death of a mother-in-law, father-in-law, grandparent, or any other relative in the immediate household of the employee, the employee shall receive time off upon request from the date of death up to the day of the funeral, not to exceed three (3) days.
- D. Upon serious illness of a member of the immediate family of an employee, as defined in B, above, leave of absence shall be granted at the discretion of the Town Council.
- E. Time off under this Article shall be in addition to all other time off and benefits granted herein. All leave under this Article shall be with pay.

## ARTICLE 21

### DISCIPLINARY ACTION

- A. Permanent employees shall be disciplined only for just cause.
- B. Employees shall not be suspended or suffer any loss in benefits until after said employee has had a disciplinary hearing and has been found guilty, except in cases of a severe nature when the Chief of Police deems the suspension of the employee as immediate necessity for the safety of the public or the welfare of the Department. The decision of the Chief of Police under this Section shall not be the subject of a separate arbitration proceeding.
- C. Willful or reckless abuse of municipal equipment shall constitute just cause for disciplinary action under this Article as determined by the Chief. The Town reserves the right to pursue additional remedies as it may have against the individual.

## ARTICLE 22

### UNIFORMS

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

B. 1. Employees shall be permitted to remove uniform hats while in headquarters, restaurants and radio cars.

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

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

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

D. Upon execution of this contract, in the event that the Town alters the current uniform standards, the Town shall purchase replacement items for the Officers in the following quantities: 2 hats (1 summer, 1 winter), 6 shirts (3 short sleeved, 3 long sleeved), 1 pair of summer pants, 1 pair of shoes, 2 ties, 2 shields (1 hat, 1 shirt), 1 dress blouse, 1 winter coat, 1 pair winter pants, 1 raincoat, 1 rain cover, boots, white gloves, gun belt, firearm, ammunition, PR-24, handcuffs, key ring, whistle, flashlight and handcuff holder. In the event of a change of the authorized Police patch, the Town shall provide ten (10) replacement patches to each officer. Any additional patches sought by a Police Officer shall be provided "at cost" by the Town.

## ARTICLE 23

### PATROL CARS AND EQUIPMENT

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

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

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

Police package, including heavy front and rear suspension, screen, air conditioning, power brakes, power steering, power door locks, power trunk release. All rear inside door handles to be removed, including buttons. Tires to be classified as 4-ply belted. State approved roof lights, siren and radio. Interior lights to be deactivated when door is open. Trunks shall be compartmentalized. All other equipment shall remain the same as in prior Agreement.

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

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

## ARTICLE 24

### HANDGUNS

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

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

C. Ammunition for the regulation duty weapon shall be of a standard issue prescribed by the Chief of Police, and the Town will provide all ammunition required in connection with all uses of the regulation duty weapon. All such ammunition shall be replaced on an annual basis, without cost to the Officer.

## ARTICLE 25

### PERSONNEL EQUIPMENT

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

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

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

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

## ARTICLE 26

### TRANSPORTATION OF MENTAL PATIENTS

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

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

## ARTICLE 27

### MUTUAL AID

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

## ARTICLE 28

### DAMAGED POLICE VEHICLES

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

## ARTICLE 29

### FACILITIES

- A. All sanitary facilities and equipment in the Department, including, but not limited to, toilets, shall be furnished and maintained in good working order by the Town.
- B. The Town shall also furnish, maintain in good working order, and replace when necessary, the following: lockers, chairs, tables, dressing room facilities.
- C. Every member shall be supplied with his own personal locker for which he may provide his own lock, in accordance with current practice.
- D. The Town will provide a separate room known as the Squad Room equipped with a typewriter for the use of the employees for the purpose of typing and dictating reports. Communication between the Desk and the Squad Room will be available.
- E. The Town will provide necessary records and evidence prior to Court appearances as per past practice.
- F. The Association may install at its own expense a lock on the locker room door. The key or combination will be available at the Desk for access by Town authorized personnel.

## ARTICLE 30

### OFF DUTY POLICE ACTION

Since all Police Officers are presumed to be subject to duty 24 hours per day, any legitimate action taken by a member of the force on his time off within the Town of Secaucus, which would have been taken by an Officer on active duty if present or available, shall be

considered Police action, and the employee shall have all rights and benefits concerning such action as if he were then on duty. The above definition is subject and subordinate to any reference in N.J.S.A. 40A-1 et seq. and any other applicable statutes.

### ARTICLE 31

#### FUNERAL SERVICES

- A. Attendance at funeral services by off-duty Police Officers shall be voluntary unless their attendance is required at a funeral for a municipal official.
- B. In the event of the death of a Police Officer or Firefighter in the line of duty in the State of New Jersey, the Town agrees to supply a Police vehicle (marked) for the use of two (2) members of the Association to attend an official funeral procession. The two (2) members shall be chosen by the Association and shall do so on their own time.

### ARTICLE 32

#### POLICE SCHOOLS

- A. When the Chief requires Police Officers to attend training school, such attendance shall be time worked and shall be in lieu of duty for the time spent at the course plus reasonable travel time. If the course hours are less than the Officer's normal shift schedule, he shall report to duty for the balance of the shift. If the course exceeds the length of the shift, the employee shall receive overtime in accordance with Article 8. Travel time shall be the shorter of either to and from headquarters or to and from the employee's home, if the employee is permitted to attend directly from home.
- B. A Police Officer may request permission to attend training schools other than those required by the Town. If permission is granted, such schooling shall be on the employee's own time and at his own expense, but certification of completion shall become part of his record. Such permission shall not be unreasonably denied.



C. The Employer may assign up to forty (40) hours of training time per year. Officers shall receive compensatory time at straight time rates for time spent on such assignments. The training time must be scheduled in minimum blocks of three (3) hours and shall not be assigned during the months of July and August. For 1999 only, this system shall be instituted on a prorated basis. Each block of training shall be compensated for with four (4) hours of compensatory time off, making two (2) four (4) hour sessions the equivalent of one (1) full tour of compensatory time. If all ten (10) sessions are completed, the officers shall receive the full 42.5 hours. The training time will not take place on Saturday and Sunday. The Chief to the best of his ability will attempt to schedule training on days that are scheduled regular days off for the officer.

### ARTICLE 33

#### MILITARY LEAVE

Any employee called into armed forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws, and leave of absence shall be granted.

### ARTICLE 34

#### COMMENDATIONS

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

Medal of Honor	-	2 days' pay
Combat Cross	-	1 days' pay
Excellent Police Service	-	Certificate of Commendation

### ARTICLE 35

#### PERSONNEL FILES

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

- B. Any member of the Police Department may review his personnel file upon request.
- C. Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him. And he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.
- D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom without the employee's permission.
- E. An employee shall be entitled to photocopy any portion of his file upon request, at the employee's cost.
- F. Phone numbers and addresses of Police Officers shall be confidential and shall not be kept in view of the public. No one shall be permitted to disclose phone numbers of Police Officers to anyone not in the Police Department.

#### ARTICLE 36

#### EDUCATION INCENTIVE

- A. The Town hereby agrees to compensate Police Officers for pursuing higher education in the field of Police Science.
- B. Compensation shall be at the rate of ten (\$10.00) dollars per credit for courses leading to AA, BA, or MA degrees in Police Science at an accredited institution of higher education. This compensation shall be a stipend paid annually during December of each year for credits earned up to and through that year as evidenced by an official transcript.
- C. New hires, in addition to all other payments, including salary contained herein, shall receive compensation for education credits earned prior to employment in accordance with paragraph B of this Article.
- D. If an employee is on unpaid leave status for all or part of any year, the employee shall not be entitled to accumulate the benefits set forth herein for the period of such status.

ARTICLE 37

MISCELLANEOUS

- A. Every patrolman shall, at the expense of the Town, be furnished with a valid identification card for the purpose of identifying said individual as a member of the Secaucus Police Department.
- B. The Town shall permit the installation of a bulletin board of reasonable size, at the expense of the Association, in what is referred to as the "locker room".
- C. Payroll checks shall be put in individual envelopes.
- D. Whenever an employee submits a request for time off, transfers, or school attendance, the request shall be returned to the employee with a written notice of approval or disapproval, and when disapproval is forwarded to the employee, it shall state the reason for said disapproval.

ARTICLE 38

SEPARABILITY AND SAVINGS

If any provision of this Agreement, or any application of this Agreement to any employee, member or group of employees or member, is held to be invalid by operation of law by any Court, administrative body, or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to such invalid provision, provided the provision is of an economic nature, consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3 et seq. However, all other provisions and applications contained herein shall continue in full force and effect and shall not be affected thereby.

ARTICLE 39

DATA FOR FUTURE BARGAINING

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

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

#### ARTICLE 40

#### PROMOTIONS AND LAYOFFS

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

#### ARTICLE 41

#### NEGOTIATION OF A SUCCESSOR AGREEMENT

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

B. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, make counter proposals, and accept any of them in the course of negotiations, consistent with their status as representatives of their principals.

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

## ARTICLE 42

### AGENCY SHOP

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an equal amount to eighty-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the Town by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, **provided** that no modification is made in this provision by a successor Agreement between the Association and the Town.

B. The Association agrees that it will indemnify and save harmless the Town against any and all actions, claims, demands and liabilities resulting from any suit or action brought as a result of the implementation of agency shop. The Association further agrees that it shall reimburse the Town for all costs, including reasonable attorney's fees, not to exceed seventy-five (\$75.00) dollars per hour, incurred in defense of the Town. This section shall only apply provided there is neither intentional nor negligent wrongdoing on the part of the Town.

## ARTICLE 43

### TERMINAL LEAVE

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

B. Terminal leave shall be determined based upon the number of years of service multiplied by ten (10) days per year, less any sick leave utilized, times the daily rate of pay at the time of retirement, to a maximum entitlement of one hundred twenty-five (125) days. For purposes of this calculation, the days shall be computed at eight (8) hours, and the hourly rate of pay computed based upon forty (40) hours per week, pursuant to the present method of calculating the value of a day for salary purposes, such as overtime rates, holiday pay rates, etc. Employees shall work until their retirement day and receive the terminal leave in a lump sum payment. In the event of a bona fide long-term illness or injury as set forth above, the Mayor and Council may determine, based upon their assessment of the length of service and quality of service rendered by the individual employee, to waive the deduction of a long term illness or injury or any part thereof from the formula as aforesaid. Terminal leave shall be available only to employees who retire in accordance with the requisites of the pension system.

## ARTICLE 44

### JOB SPECIFICATIONS

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

ARTICLE 45

NO WAIVER

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

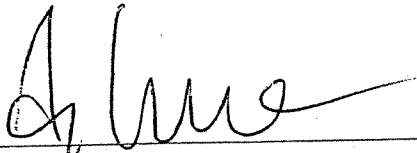
ARTICLE 46

DURATION

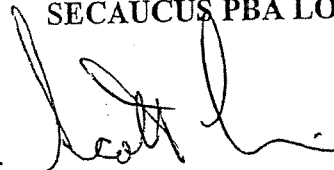
This Agreement shall be effective as of January 1, 2003 and shall expire on December 31, 2007.

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

TOWN OF SECAUCUS

BY: 

SECAUCUS PBA LOCAL 84

BY: 

ATTEST:

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

ATTEST:

BY: 

SALARY GUIDE

STEP*	CURRENT	1/1/2003	1/1/2004	1/1/2005	1/1/2006	1/1/2007
DATE OF HIRE	\$35,176	\$36,548	\$37,973	\$39,492	\$41,072	\$42,756
END OF PROBATION	\$41,651	\$43,275	\$44,963	\$46,762	\$48,632	\$50,626
1ST ANNIV.	\$48,127	\$50,004	\$51,954	\$54,032	\$56,194	\$58,497
2ND ANNIV.	\$54,603	\$56,733	\$58,945	\$61,303	\$63,755	\$66,369
3RD ANNIV.	\$61,079	\$63,461	\$65,936	\$68,574	\$71,316	\$74,240
4TH ANNIV.	\$67,659	\$70,298	\$73,039	\$75,961	\$78,999	\$82,238
5TH ANNIV.	\$74,032	\$76,919	\$79,919	\$83,116	\$86,440	\$89,985
*OFFICERS HIRED	PRIOR TO 1-1-05					
STEP*	CURRENT	1/1/2003	1/1/2004	1/1/2005	1/1/2006	1/1/2007
DATE OF HIRE	\$35,176	\$36,548	\$37,973	\$39,492	\$41,072	\$42,756
2ND YEAR	\$41,651	\$43,275	\$44,963	\$46,762	\$48,632	\$50,626
3RD YEAR	\$48,127	\$50,004	\$51,954	\$54,032	\$56,194	\$58,497
4TH YEAR	\$54,603	\$56,733	\$58,945	\$61,303	\$63,755	\$66,369
5TH YEAR	\$61,079	\$63,461	\$65,936	\$68,574	\$71,316	\$74,240
6TH YEAR	\$67,659	\$70,298	\$73,039	\$75,961	\$78,999	\$82,238
7TH YEAR	\$74,032	\$76,919	\$79,919	\$83,116	\$86,440	\$89,985
*OFFICERS HIRED	AFTER 12-31-04					



TOWN OF SECAUCUS  
 COUNTY OF HUDSON  
 RESOLUTION

WHEREAS, on May 23, 1978, the Mayor and Council of the Town of Secaucus adopted a resolution which inter alia provided for post-retirement health insurance for employees who retired with 20 years of service to the Town of Secaucus.

WHEREAS, in 1979, the Legislature enacted N.J.S.A. 40A:10-23, which for the first time authorized and delimited the circumstances under which municipalities were permitted to provide such post-retirement health insurance coverage; and

WHEREAS, said statute has been amended from time to time; and

WHEREAS, as a result of recent legal opinions received by the Town in connection with the applications of various former public officials for said benefit, it has been determined that the 1978 resolution is void and unenforceable in accordance with the decision of the Appellate Division as affirmed by the Supreme Court of the State of New Jersey in Wolfersberger v. Borough of Point Pleasant Beach, 305 N.J. Super. 446 (App. Div. 1996), affirmed O.B., 152 N.J. 40 (1997); and

WHEREAS, the Town of Secaucus is desirous of providing said benefit in accordance with law.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Effective immediately, the Town of Secaucus shall provide post-retirement health benefits for retiring employees and their dependents, (only during the retired employees life), who at the date of retirement have not less than 25 years of service credit in a state or locally administered retirement system and have served at least 20 years as an employee of the Town of Secaucus.
2. Nothing contained in this resolution shall serve to curtail, modify, or limit in any manner the benefits provided to employees who have already retired and are receiving the benefits provided pursuant to the 1978 resolution. This determination is in accordance with the determination of the New Jersey Supreme Court in the case of Middletown Township PBA v. Township of Middletown, 162 N.J. 361 (2000).

December 26, 2000

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on December 26, 2000.

*Michael Marra* *Alvin Elwell*  
 Town Clerk Mayor

Motion:	Yes	No	Abstain	Absent
JR				
Second: RK				
Councilman Grieco	✓			
Councilman Bueckner	✓			
Councilman Constantino	✓			
Councilman Marra	✓			
Councilman Kickey	✓			
Deputy Mayor Reilly	✓			
Mayor Elwell	✓			

APPENDIX C  
JOB SPECIFICATION  
POLICE OFFICER

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

EXAMPLES OF WORK: Gives desired information to inquires as to local geography, local occurrences, provisions of the law and other proper matters; assists and protects children in crossing streets; regulates and controls pedestrian and vehicular traffic, when necessary, so as to assure safety, reasonably rapid movement of traffic, and a minimum of interferences; helps to maintain order at places where people gather in numbers; notes conditions while patrolling the designated territory, calls the attention of householders and others to matters needing their attention, checks the condition of occupied buildings, and takes steps to protect them from damage and theft; takes needed action as to suspicious persons and conditions and reports significant actions, occurrences and condition; provides police protection when large sums of money are in transit; makes investigations of complaints involving misconduct, suspicious behavior, illegal activities, improper conditions, and other matters, within the field of police operations; responds to calls concerning bomb threats and conducts bomb searches; notes and reports holes in the pavements, dangerous poles, imperfect street lights, and other conditions constituting dangers of hazards; gives needed first aid in case of accidents; keeps records of the time and place of varied public meetings and takes any steps necessary to assure orderly and safe conditions; when on duty at night, notes whether gates, doors, gratings, and entrances are securely fastened when they should be, and if not, investigates and notifies interested persons or police headquarters of conditions that should be corrected; checks cars in restricted areas; when necessary, apprehends, warns, or takes into custody violators of the law; gives testimony in court; prepares simple but clear reports of significant activities and conditions; when in police headquarters, receives complaints, takes proper action by notifying police officers by radio, and helps keep needed records.