

B-0787

Contract no. 117

09-09

AGREEMENT

between

TOWN OF SECAUCUS

and

SECAUCUS PBA LOCAL 84
(SUPERIOR OFFICERS ASSOCIATION)

X JANUARY 1, 1991 through DECEMBER 31, 1992

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

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

ARTICLE 1 - RECOGNITION

THIS AGREEMENT, entered into this _____ day of _____, 1991, 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" or the "PSOA"), and subject to law, represents the complete and final understanding of all bargainable issues between the Town and the Association.

PREAMBLE

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.

A. Purpose

ARTICLE 3 - GRIEVANCE PROCEDURE

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

To the executive management and administrative control of the Town Government and its properties and facilities and the activities of its employees;
To hire all employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;
To take any permissible disciplinary action for good and just cause according to law.

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

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

Step One

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

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

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

and Council. In the event the aggrieved elects to pursue his sooner than thirty (30) days after the final decision of the Mayor and Council. However, no arbitration hearing shall be scheduled such tribunal.

jurisdiction for plenary hearing in accordance with the rules of competent jurisdiction or to an administrative agency of competent appeal the decision of the Mayor and Council to a court of an arbitrable issue, then the grievant shall have the right to Employment Relations Commission. If the matter does not involve arbitrator shall be selected pursuant to the rules of the Public (20) days after the determination by the Mayor and Council. An Relations Commission for appointment of an arbitrator within twenty aggrieved may refer the matter to the New Jersey Public Employment Two, and the matter alleges a violation of this Agreement, then the a. If the grievance is not settled through Steps One and

Step Three - Arbitration

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

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

Step Two

the grievance by the immediate superior.

working days. The term "working days" is meant to exclude

f. All time limits set forth above shall refer to

of the determination of the arbitrator.

determination of Step Three, the PSOA will promptly receive a copy

present. In the event the PSOA is not present at the final

of a PSOA representative, in which case the PSOA may not be

grievance procedure, unless the employee objects to the presence

to be present and state its views at Steps Two and Three of the

objects to present his own grievance, the PSOA shall have the right

representative selected or approved by the PSOA. When an employee

grievance procedure by himself or, at his option, by a

e. Any employee may be represented at all stages of the

witnesses, shall be paid by the party incurring same.

other expenses, including but not limited to the presentation of

borne by the party against whom the decision is rendered. Any

d. The costs of the service of the arbitrator shall be

and binding upon the parties.

supplement thereto. The decision of the arbitrator shall be final

in any way the provisions of this Agreement or any amendment or

not have the authority to add to, modify, detract from, or alter

presented to him involved in the grievance. The arbitrator shall

this Agreement and restricted to the application of the facts

c. The arbitrator shall be bound by the provisions of

from arbitration.

the arbitration hearing shall be cancelled and the matter withdrawn

appellate rights in accordance with Revised Statutes 40A:14-150,

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

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

ARTICLE 4 - SALARIES

	1/1/91	10/1/91	4/1/92	10/1/92
Sergeant	\$48,822	\$50,775	\$52,806	\$54,918
Lieutenant	53,721	55,870	58,105	60,429
Captain	58,624	60,969	63,407	65,944

B. Superior Officers assigned to standby duty as Detectives shall receive, in addition to the salary set forth above, a stipend of \$750 per annum. Officers so assigned for only a portion of the year shall receive a pro rata of such stipend.

ARTICLE 5 - LONGEVITY

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

From the beginning of the 6th year of service through the 10th year 3%

From the 11th year of service through the 15th year 5%

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

ARTICLE 6 - DEDUCTIONS FROM WAGES

benefits set forth herein for the period of such status.

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 following year.

B. Any employee whose length of service prior to July 1st in any year shall, on the basis of the schedule in Section 5.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 1st of that year. Any employee whose length of service shall not entitle him to longevity pay or to an increase in longevity pay until July 1st, or after in any year, shall receive such longevity pay or increase in longevity pay as of and commencing from January 1st in the following year.

From the 16th year of service	7%
From the 21st year of service	10%
From the 26th year of service	11%

deemed grounds for termination of employment of such employee or any employee covered under the terms of this Agreement shall be covenanted and agreed that participation in any such activity by B. In the event of a strike, slowdown, or walkout, it is

duties of employment), work stoppage, slowdown or walkout. from the full, faithful and proper performance of the employee's position, or stoppage of work or abstinence in whole or in part report for duty, or willful absence of any employee from his members take part in any strike (i.e., the concerted failure to its behalf will cause, authorize, or support, nor will any of its of this Agreement neither the Association nor any person acting in A. The Association covenants and agrees that during the term

ARTICLE 7 - NO-STRIKE PLEDGE

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

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

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 to not lock out its employees.

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

B. All overtime work is mandatory upon request by an appropriate Superior Officer. In the event employees must be held over onto the next shift, the Superior shall request volunteers from the prior shift, and if there are insufficient volunteers, then in that event the least senior officers will be required to work. Any employee working beyond the end of his/her shift shall be compensated at the premium rate of time and one-half, provided, however, that no additional compensation shall be paid for the first fifteen (15) minutes of the first overtime hour, and further provided that if any employee works beyond fifteen (15) minutes, he/she shall be paid for a full hour at the premium rate. After

ARTICLE 8 - HOURS AND OVERTIME

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

C. Overtime duty which requires one or more Superior Officers to be called in shall be granted by a rotating seniority list. Specialists shall be utilized in accordance with their own seniority system. In the event use of the appropriate seniority list does not provide the manpower required, the least senior 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 Superior Officers' work schedules shall not be adjusted for the purpose of avoiding the rotating seniority provisions of this paragraph.

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

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.

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

G. It is the responsibility of each employee to report to duty at the appropriate time and to provide transportation for such purpose, if necessary, if a police vehicle, due to operational needs, is not available to transport employees to and from work. No employee shall be picked 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 this scheduled tour.

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

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.

be three (3) hours.

holidays granted per annum: ten (10) compensatory days and six
A. Effective January 1, 1991, there shall be sixteen (16)

ARTICLE 10 - HOLIDAYS

seniority as is the present practice.

E. Superior Officers shall select vacations in order of
next succeeding year.

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

C. Vacation earned during a calendar year may be taken during
accordance with current practice.

B. Vacation scheduling procedures shall be adhered to in
A. Vacations for employees shall be twenty-four (24) days.

ARTICLE 9 - VACATIONS

his "bank."

maximum, then the employee may not place any more comp time off in
thirty (30) hours. If an employee's comp time bank is at the
be in an employee's comp time bank at any given time shall be
employee's option. However, the maximum amount of time which may
as compensatory time off and may be banked or taken in cash, at the
earned pursuant to any provision of this Agreement may be accrued
G. Commencing with the 1991 calendar year, the overtime
the next succeeding twelve (12) month period.

period prescribed herein, such time shall accumulate for use within

2. Sick leave may be utilized by employees when they are aggregate years of service.

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

A. Service Credit for Sick Leave

ARTICLE 11 - SICK LEAVE

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

framework of Article 8.H.

by mutual consent of the employee and the supervisor within the
(1) non-accumulative personal business day which is to be scheduled
B. Beginning in 1992, each employee shall be entitled to one
days.

and in 1992 the December payment will be increased to four (4)
days' pay by May 31 and three (3) days' pay in December of 1991,
2. The paid holidays shall be compensated with three (3)

July 1st.

at the rate of five (5) days on January 1st and four (4) days on
on January 1st and five (5) days on July 1st of 1991, and for 1992
herein. These days shall be credited at the rate of five (5) days
holidays which shall be utilized in accordance with Article 8.H.

1. Employees shall receive compensatory time off for

compensatory days and seven (7) paid days.

(6) paid days. Effective in 1992, employees shall receive nine (9)

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

C. Reporting of Absence on Sick Leave

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

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.

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 it and when needed for such purpose.

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

B. Amount of Sick Leave

unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.

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 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 on sick leave for three (3) or more consecutive work days shall be required to submit acceptable medical evidence substantiating the illness. The Town may require proof of illness of an employee on sick leave, notwithstanding the limitation in the preceding sentence, whenever it is reasonably suspected that the employee is abusing it. Abuse of sick leave shall be cause for disciplinary action. The medical evidence shall indicate the nature of the illness, the extent to which it incapacitates the employee, the diagnosis and prognosis

3. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer

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

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

E. Work Incurred Injury

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

shall be required.
 contagious disease, a certificate from the Department of Health 2. In case of leave of absence due to exposure to a Town may require the employee to be examined by the Town physician. the event of any question concerning the above entitlement, the for recovery, all in the form of a physician's certification. In

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.

ARTICLE 12 - MAINTENANCE OF STANDARDS

heretofore agreed upon between the parties.

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

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

activity shall be considered in the line of duty.

4. For the purposes of this Article, injury or illness incurred while the employee is acting in any Employer authorized

which shall be binding upon the parties.
 compensation or by the final decision of the last reviewing court, shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's or by its insurance carrier, then and in that event, the burden

F. The authority of the representatives and alternates so Employer of any changes.

E. The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Department or their attorneys.

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

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

B. 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.

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

ARTICLE 13 - ASSOCIATION ACTIVITIES

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

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

their employment is in the nature of the public trust.

on the manner in which Superior Officers perform their duty, and

B. The security of the community depends to a great extent

the exercise of a portion of the police powers of the municipality.

officers in that the nature of their office and employment involves

A. Members of the force hold a unique status as public

ARTICLE 14 - RIGHTS OF EMPLOYEES

forth in the PBA Agreement, Article 14.01 and 14.02.

No. 84, shall be included in the convention and meeting leaves set

H. Employees represented by the PSOA, as part of PBA Local

with no loss of pay or benefits.

conferences between the PSOA and the Department during work time

arbitration procedure and mutually scheduled meetings and

all mutually scheduled proceedings arising out of the grievance

G. The PSOA's designated representative shall participate in

or its officers.

which shall originate with, and are authorized by the Association

2. The transmission of such messages and information

Agreement.

accordance with the provision of the Collective Bargaining

1. The investigation and presentation of grievances in

exceed, the following duties and activities:

designated by the Association shall be limited to, and shall not

relationships with the public.

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

E. These questions may require investigation by superior officers designated by the Chief of Police and the governing body. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

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

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

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

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

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

ARTICLE 15 - LEAVES OF ABSENCE

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

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

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.

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

double shift through this system.

3. No Superior Officer will be permitted to work a

recorded in the Department records.

hours prior to the requested exchange, in writing, and will be

2. All requests will be made at least twenty-four (24)

within the Department.

Officers of equal rank and ability to perform their functions

1. Exchanges shall only be permitted with Superior

days off under the following conditions:

Superior Officer of the Department to exchange working tours and/or

A. The Chief of Police shall grant the request of any

ARTICLE 16 - EXCHANGE OF DAYS OFF

commencement of leave.

restored to the level of seniority enjoyed immediately prior to

period of leave. Upon return from leave, an employee shall be

Program, an employee on leave shall prepay the premiums due for the

To be eligible to participate in the Town's Health Insurance

seniority nor any other benefits under this Agreement shall accrue.

prior to commencing his leave. While on said leave, neither

inactive status and shall turn in his identification and badge

B. A member on an unpaid leave shall be considered on an

not be arbitrarily or unreasonably denied.

Council upon the recommendation of the Chief of Police, and shall

Organization Plan in lieu of paragraph A above, if otherwise

E. Employees shall be permitted to join a Health Maintenance shall be the responsibility of the individual employee.

costs of legal defense beyond those agreed to by the municipality shall be made regarding fees with the Town. Any liability for utilize a privately retained attorney, the appropriate arrangements required by statute. In the event a Superior Officer elects to

D. The Town shall provide the employee with legal aid as so long as substantially similar benefits are provided.

C. The Town reserves the right to change insurance carriers from the contract.

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

and the practices incident thereto. insurance in accordance with the Town Resolution of May 23, 1978

2. Employees shall be entitled to post-retirement health Rider J Program.

his dependents will be provided: UCR/Blue Cross/Blue Shield and A. 1. The following coverage for each Superior Officer and

ARTICLE 17 - HEALTH AND WELFARE INSURANCE

or his designee. in special circumstances, approval may be requested of the Chief

in more than six (6) such exchanges of duty per year, except that 5. No Superior Officer shall be permitted to participate

agency appearance.

E. Time off under this Article shall be in addition to all be granted at the discretion of the Town Council.

D. Upon serious illness of a member of the immediate family of an employee, as defined in 18.B. above, leave of absence shall three (3) days.

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 brother or step-parents.

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

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

ARTICLE 18 - ADDITIONAL LEAVES

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

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

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

allowance annually in the amount of one thousand (\$1,000.00)
unit, including plainclothed officers, a clothing maintenance
A. There shall be paid to each employee in the bargaining

ARTICLE 20 - CLOTHING ALLOWANCE

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

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

A. Permanent employees shall be disciplined only for just

ARTICLE 19 - DISCIPLINARY ACTION

Article shall be with pay.
other time off and benefits granted herein. All leave under this

Departmental standards.

C. 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.

D. Payment in accordance with paragraph 20.A. shall be paid bi-annually in June and September.

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

F. Upon execution of this contract, in the event that the Town alters the current uniform standards, it may do so in either of two ways: (a) If immediate compliance is required, the Town shall purchase replacement items for the Officers in the following quantities: 2 hats (1 summer, 1 winter); 6 shirts (3 short-sleeved, 3 long-sleeved); 1 pair of summer pants; 1 pair of shoes; 2 ties; 2 shields (1 hat, 1 shirt); 1 dress blouse; 1 winter coat; 1 pair winter pants; 1 raincoat; 1 rain cover; boots; white gloves; gun belt; holster; firearm; ammunition; PR-24; handcuffs; keyring; whistle; wooden billie; flashlight; handcuff holder. In the event of a change of the authorized Police patch, the Town shall provide

shall be compartmentized. All other equipment shall remain the interior lights to be deactivated when the door is open. Trunks as 4-ply belted. State approved roof lights, siren and radio. handles to be removed, including buttons. Tires to be classified power door locks; power trunk release. All rear inside door suspension, screen, air conditioning; power brakes; power steering; Police package, including heavy front and rear contain the items set forth below:

C. All police vehicles purchased after the execution of this Agreement shall be equipped with full police package and shall

from service and repaired.

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

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

ARTICLE 21 - PATROL CARS AND EQUIPMENT

not be applicable to guns and holsters. from the date of issuance of the new standard. This option shall compliance shall be effected not later than eighteen (18) months uniform items in compliance with the new standard. Complete Officers shall utilize their regular uniform allowance to purchase by the Town. (b) If immediate compliance is not required, the patches sought by a Superior Officer shall be provided "at cost" ten (10) replacement patches to each Officer. Any additional

B. All employees shall acquire and maintain their driver's available for such use.

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

ARTICLE 23 - PERSONNEL EQUIPMENT

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

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

ARTICLE 22 - HANDGUNS

of this Agreement shall be equipped with air-conditioning.

F. All new patrol cars ordered after the date of execution adequate radio, red lights, and siren.

E. Cars shall not be put into regular patrol service without shovel, plastic bags and gloves, and an animal snare.

D. The following items shall be available at Headquarters: same as in prior Agreement.

order, and replace when necessary, the following: lockers, chairs, B. The Town shall also furnish, maintain in good working order, and replace when necessary, the following: lockers, chairs, maintained in good working order by the Town.

A. All sanitary facilities and equipment in the Department, including, but not limited to, toilets, shall be furnished and

ARTICLE 27 - FACILITIES

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

ARTICLE 26 - DAMAGED POLICE VEHICLES

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

ARTICLE 25 - MUTUAL AID

training. B. No Superior Officers shall be requested to transfer mental patients without being accompanied by a second officer of equal for the handling and transportation of mental patients.

Officers will be provided with training in the proper procedures, A. To the extent of availability of training facilities,

ARTICLE 24 - TRANSPORTATION OF MENTAL PATIENTS

license and/or motorcycle driver's license annually.

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

ARTICLE 29 - FUNERAL SERVICES

A. Since all Superior 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 28 - OFF-DUTY POLICE ACTION

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

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

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

tables, dressing room facilities.

ARTICLE 31 - MILITARY LEAVE

unreasonably denied.

shall become part of his record. Such permission shall not be own time and at his own expense, but certification of completion permission is granted, such schooling shall be on the employee's training schools other than those required by the Town. If

B. A Superior Officer may request permission to attend directly from home.

the employee's home, if the employee is permitted to attend be the shorter of either to and from Headquarters or to and from receive overtime in accordance with Article 8. Travel time shall If the course exceeds the length of the shift, the employee shall schedule, he/she shall report to duty for the balance of the shift.

A. When the Chief requires Officers to attend training of duty for the time spent at the course plus reasonable travel school, such attendance shall be time worked and shall be in lieu time. If the course hours are less than the Officer's normal shift

ARTICLE 30 - POLICE SCHOOLS

and shall do so on their own time.

(2) members of the Association to attend an official funeral procession. The two (2) members shall be chosen by the Association

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

safeguarded permanently, and nothing placed in any file shall be

D. All personnel files will be carefully maintained and

rebuttal in his file.

it if he so desires, and he shall be permitted to place said

available to him, and he shall be given the opportunity to rebut

actions is to be placed in his personnel file, a copy shall be made

C. Whenever a written complaint concerning an Officer or his

personnel file upon request.

B. Any member of the Police Department may review his

office of the Chief of Police.

files are confidential records and shall be maintained in the

maintained for each employee covered by this Agreement. Personnel

A. A separate personnel file shall be established and

ARTICLE 33 - PERSONNEL FILES

Excellent Police Service - Certificate of Commendation

Combat Cross - 1 day's pay

Medal of Honor - 2 days' pay

mention by the Department, he shall receive the following:

A. When an employee is awarded a commendation or honorable

ARTICLE 32 - COMMENDATIONS

granted.

protection of applicable laws, and leave of absence shall be

during national emergency, or drafted, shall be given all the

A. Any employee called into armed forces of the United States

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

ARTICLE 35 - MISCELLANEOUS

the benefits set forth herein for the period of such status.
part of any year, the employee shall not be entitled to accumulate

D. If an employee is on an unpaid leave status for all or
credits earned prior to employment in accordance with Article 34.B.

salary contained herein, shall receive compensation for education
C. New hires, in addition to all other payments, including

evidenced by an official transcript.

each year for credits earned up to and through that year as
compensation shall be a stipend paid annually during December of

Science at an accredited institution of higher education. This
per credit for courses leading to AA, BA or MA degrees in Police

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

pursuing higher education in the field of Police Science.

A. The Town hereby agrees to compensate Superior Officers for

ARTICLE 34 - EDUCATION INCENTIVE

anyone not in the Police Department.

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

F. Phone numbers and addresses of Superior Officers shall be

his file upon request, at the employee's cost.

E. An employee shall be entitled to photocopy any portion of

removed therefrom without the employee's permission.

B. The relevant data noted above may include, but may not be that each may require to bargain collectively.

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

ARTICLE 37 - DATA FOR FUTURE BARGAINING

A. 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 36 - SEPARABILITY AND SAVINGS

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

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

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 37.A.

ARTICLE 38 - PROMOTIONS AND LAYOFFS

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

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

ARTICLE 39 - NEGOTIATION OF A SUCCESSOR AGREEMENT

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

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, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the Town by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as

ARTICLE 40 - AGENCY SHOP

both parties.

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 representatives of their principals.

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

based upon forty (40) hours per week, pursuant to the present computed at eight (8) hours, and the hourly rate of pay computed (125) days. For purposes of this calculation, the day shall be retirement, to a maximum entitlement of one hundred and twenty-five sick leave utilized, times the daily rate of pay at the time of of years of service multiplied by ten (10) days per year, less any B. Terminal leave shall be determined based upon the number formula.

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

ARTICLE 41 - TERMINAL LEAVE

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

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

the Town.
 this provision by a successor Agreement between the Association and employees in the unit, provided that no modification is made in the Association remains the majority representative of the

set forth herein.

A. No individual agreement or understanding between any employee(s) and the Employer shall constitute a waiver of the terms

ARTICLE 42 - NO WAIVER

pension system. to employees who retire in accordance with the requisites of the the formula as aforesaid. Terminal leave shall be available only deduction of a long-term illness or injury or any part thereof from of service rendered by the individual employee, to waive the based upon their assessment of the length of service and quality or injury as set forth above, the Mayor and Council may determine, lump sum payment. In the event of a bona fide long-term illness until their retirement date and receive the terminal leave in a as overtime rates, holiday pay rates, etc. Employees shall work method of calculating the value of a day for salary purposes, such

ARTICLE 43 - DURATION

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

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

TOWN OF SECAUCUS
SECAUCUS POLICE BENEVOLENT
ASSOCIATION LOCAL 84
SUPERIOR OFFICERS

BY:

ATTEST:

BY:

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

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.

EXHIBIT A
JOB SPECIFICATION
POLICE OFFICER