

8-218 09-01

A G R E E M E N T

Between

Bayonne, City of

CITY OF BAYONNE

and

BAYONNE POLICE SUPERIORS ASSOCIATION

EFFECTIVE: X January 1, 1983 through December 31, 1986

APRUZZESE & McDERMOTT
A Professional Corporation
500 Morris Avenue
P.O. Box 329
Springfield, New Jersey 07081
(201) 467-1776

INDEX

<u>Article</u>	<u>Description</u>	<u>Page</u>
1	Management Rights	1
2	Grievance Procedure	2
3	Salaries	8
4	Hours of Work and Overtime	12
5	Health Insurance	14
6	Retention of Benefits	16
7	Legal Aid	17
8	Discrimination or Coercion	18
9	Savings Clause	18
10	S.O.A. Rights and Privileges	18
11	Holiday Calendar	20
12	Leaves of Absence	20
13	Personal Leave	22
14	Rules and Regulations	22
15	Off Duty Police Action	23
16	Responsibilities of Parties to This Agreement	24
17	Agency Shop	24
18	Civil Service Classification and Promotions	25
19	Duration	26
	Signature Page	27

A G R E E M E N T

THIS AGREEMENT, made this 9th day of November, 1983, between the City of Bayonne, hereinafter referred to as "City" or "Employer" and Bayonne Police Superiors Association, hereinafter referred to as the "S.O.A.", consisting of all the officers holding the rank of Captain and above the rank of police officer.

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

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

ARTICLE 1

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the City possesses the sole and exclusive right to conduct the City's business, to manage and direct the affairs of the Police Department, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

Section 2. It is further agreed and understood that all rights of management are retained by the City unless otherwise specifically restricted by this Agreement and/or the provisions

of the New Jersey Employer-Employee Relations Act. These rights shall include, but shall not be limited to the right to:

- (A) Direct the employees;
- (B) Hire, promote, transfer and assign;
- (C) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

It is specifically understood that this Article is subject to the provisions of this Agreement and the New Jersey Employer- Employee Relations Act.

Section 3. In accordance with New Jersey Statute 34:13A-5.3, et seq., proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the S.O.A.

ARTICLE 2

GRIEVANCE PROCEDURE

Section 1. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other matter except for just cause. If any employee is disciplined and in the judgment of the Bayonne Police Superiors Association such action was taken by the City without just cause, or if a dispute arises concerning an employee(s) wages, hours or conditions of employment, which wages, hours and conditions are controlled by this Agreement, or which are provided for in any statute, ordinance, rule or regulation of the Police Department, adjustments shall be sought by the Bayonne Police Superiors Association as follows:

(a) The Bayonne Police Superiors Association shall submit such grievance in writing to the Deputy Chief of the Police Department within ten (10) days of the occurrence or event giving rise to the grievance. Within five (5) days after said Deputy Chief shall arrange to meet with the representatives of the Unit for the purpose of adjusting or resolving such grievance.

(b) If such grievance is not resolved to the satisfaction of the Bayonne Police Superiors Association by the Deputy Chief within five (5) days after such meeting, the Bayonne Police Superiors Association may present such grievance in writing within seven (7) days thereafter to the Chief. Within seven (7) days after the Chief receives such grievance, the Chief shall arrange to meet with the representatives of the Bayonne Police Superiors Association for the purpose of adjusting or resolving such grievance.

(c) If such grievance is not resolved to the satisfaction of the Bayonne Police Superiors Association by the Chief within five (5) days after such meeting, the Bayonne Police Superiors Association may present such grievance in writing within seven (7) days thereafter to the Director of Public Safety. Within seven (7) days after the Director receives such grievance, the Director shall arrange to meet with the representative of the Bayonne Police Superiors Association for the purpose of adjusting or resolving such grievance.

(d) If such grievance is not resolved to the satisfaction of the Bayonne Police Superiors Association by the Director

within five (5) days after such meeting, the Bayonne Police Superiors Association may present such grievance in writing within seven (7) days thereafter to an arbitrator agreed upon by the parties. The cost of arbitration shall be borne by the City and the Bayonne Police Superiors Association equally.

(e) In a dispute involving a disciplinary action, the Civil Service Commission or the arbitrator so selected shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay, less any income he might have earned during such suspension.

(f) The time limits specified in the preceding sections of this Article shall not include Saturdays, Sundays or Holidays and such limits may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of all parties.

(g) If a grievance is not submitted within the prescribed time limits as hereinbefore provided, including the provisions for time limit extensions, it shall be deemed settled. If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore mentioned, including the provisions for time limit extensions, such grievance may be processed to the next step.

Section 2. The decision of the arbitrator shall be final and binding on the City, the Bayonne Police Superiors

Association and the employee or employees involved, except in matters involving interpretation of our State statutes or decisions of our State courts.

Nothing contained herein shall be construed to deny any individual member his right to appeal under Civil Service Rules or Regulations, except if he should elect to pursue the arbitration procedure as provided for in this Agreement. An employee must elect to pursue his remedy either through the Civil Service Commission or by arbitration as he is not entitled to pursue both remedies.

Section 3. Charges or Complaints Against Employees:

1. Members of the Bayonne Police Department hold a unique status as public officers in that the exercise of their duties is a portion of the police power of the State.

2. In view of the nature of their contacts and relationships with the public, questions may arise concerning the actions of the members of the force. Such questions may require prompt investigation by superior officers or other competent authority.

3. To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each member of the force, the following rules of procedure are hereby established.

(a) The interview of any member shall be at a reasonable hour, preferably when the member is on duty.

(b) The interview shall take place at a location designated by the investigating officer, usually at headquarters.

(c) The member of the Department shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interviewing officer and identity of all persons present during the interview.

(d) The member of the Department shall be informed of the nature of the investigation before any interview commences. Sufficient information to reasonably apprise the member of the allegations against him should be provided. If it is known that the member of the Department being interviewed as a witness only, he should be so informed.

(e) The interview shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(f) The member shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his conduct can become the subject of disciplinary action resulting in disciplinary punishment.

(g) In all cases wherein a member is to be interviewed concerning an alleged violation of the Department rules and regulations which, if proven, may result in his dismissal from the service, he shall be afforded, if he so requests, a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the S.O.A. before being interviewed. An attorney of his own choosing and/or a representative of the S.O.A. may be present during the interview, but may not participate in the interview except to counsel the member. However, in such cases, the interview may not be postponed for the purpose of counsel and/or a representative of the S.O.A. past 10:00 A.M. of the day following notification of interview.

(h) Requests for consultation and/or representation or the recording of questioning in investigations shall not be denied unless sufficient reasons are advanced by the Employer in writing.

(i) Under the circumstances described in paragraph (h), the member shall be given an exact copy of any written statements he may execute, or if the questioning is mechanically or stenographically recorded, the member shall be given a copy of such recording or transcript if requested and paid for by him.

(j) The refusal by a member of the Department to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.

(k) If a member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, the procedure and requirements set forth herein shall not be applicable, but instead such member shall be given his or her rights pursuant to the United States Supreme Court requirements.

4. No member shall be ordered to submit to a polygraph (lie-detector) test for any reason. Such test may be given if requested by the member.

5. No member shall be ordered to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood, for any reason except as may be provided otherwise by specific, statutory law. Such test may be given if requested by the member.

ARTICLE 3

SALARIES

Section 1. The salary schedule for all employees in the bargaining unit shall be as follows:

<u>TITLE</u>	<u>1/1/83</u>	<u>1/1/84</u>
Sergeant	\$24,503	\$26,218
Lieutenant	26,877	28,758
Captain	29,318	31,370

Section 2. A. Effective January 1, 1985 percentage differential between ranks of superior officers covered by the contract shall be established as follows:

(1) Sergeants - The shall be a fifteen (15%) per cent differential between the salary paid to top grade patrolman and the salary paid to Sergeant.

(2) Lieutenants - There shall be a thirteen (13%) per cent differential between the salary paid to Sergeant and the salary paid to Lieutenant.

(3) Captains - There shall be a thirteen (13%) per cent differential between the salary paid to Lieutenant and the salary paid to Captain.

B. Effective January 1, 1986 percentage differential between ranks of superior officers covered by the contract shall be established as follows:

(1) Sergeants - There shall be a fifteen (15%) per cent differential between the salary paid to top grade patrolman and the salary paid to Sergeant.

(2) Lieutenants - There shall be a fourteen (14%) per cent differential between the salary paid to Sergeant and the salary paid to Lieutenant.

(3) Captains - There shall be a fourteen (14%) per cent differential between the salary paid to Lieutenant and the salary paid to Captain.

C. Effective July 1, 1986 percentage differential between ranks of superior officers covered by the contract shall be established as follows:

(1) Sergeants - There shall be a fifteen (15%) per cent differential between the salary paid to top grade patrolman and the salary paid to Sergeant.

(2) Lieutenants - There shall be a fifteen (15%) per cent differential between the salary paid to Sergeant and the salary paid to Lieutenant.

(3) Captains - There shall be a fifteen (15%) per cent differential between the salary paid to Lieutenant and the salary paid to Captain.

Section 3. Increments - All officers with at least five (5) years service ^{on Bayonne's Police Force??} shall, in addition to the salary set forth in Article 3, Section 1, receive additional salary payments as follows, on the dates indicated below:

A. All officers who have been employed for a period of at least five years shall receive an additional 2% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifth anniversary of said member's employment.

B. All officers who have been employed for a period of at least ten years shall receive an additional 4% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the tenth anniversary of said member's employment.

C. All officers who have been employed for a period of at least fifteen years shall receive an additional 6% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifteenth anniversary of said member's employment.

D. All officers who have been employed for a period of at least twenty years shall receive an additional 8% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twentieth anniversary of said member's employment.

E. Effective January 1, 1981, all officers who have been employed for a period of at least twenty-two years shall receive an additional 10% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twenty-second anniversary of said member's employment.

Section 4. Clothing Allowance - The members of the S.O.A. shall, in addition to their salaries, be paid the sum of four hundred-fifty dollars (\$450.00) dollars per year as an allowance for the purchase, care and replacement of uniforms. The said sum shall be paid in two installments to such members or retired members, who have been in the position mentioned above during the six month period immediately preceding the dates when payments shall come due. The first payment shall come due and payable on the first day of July, and the second payment shall come due and payable on the twenty-second day of December in each year. For the purpose of this section, the six month period prior to the first day of July shall be deemed to commence on the first day of January and the six month

period prior to the twenty-second day of December shall be deemed to commence on the first day of July.

If the City decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items. Utilization of this clause shall not diminish the clothing allowance set forth in this Agreement.

A superior officer's uniform or personal equipment which is required by the City and which is damaged during the course of his employment, shall be replaced at the expense of the City, except where such damage is caused by the negligence of the employee. Management reserves the right to inspect uniforms. Any payments made for repair or replacement of damaged uniform or equipment shall be in addition to the superior officer's annual clothing allowance otherwise referred to in this Section.

ARTICLE 4

HOURS OF WORK AND OVERTIME

Section 1. The normal work day and normal work week of employees shall be the same as presently exists. ~~TWO~~ VALE MUST SPELL OUT

Section 2. There shall be annual bidding for steady shifts on a seniority basis. All such bids shall be received no later than October 15th. The new shift assignments shall be implemented as soon as practicable thereafter. This shall not include light duty assignment and those requiring special skills.

Section 3. Compensation for off-duty time spent for criminal court, grand jury proceedings, administrative bodies and traffic violation appearances shall be as follows:

- | | |
|--|-------------------------------|
| (a) Upper court or state agency appearance in Trenton | 8 hours at straight time rate |
| (b) Superior court and County court in Hudson County or other courts, or administrative bodies | 6 hours at straight time rate |
| (c) Municipal court | 4 hours at straight time rate |

When an officer is subpoenaed to appear in the upper court or state agencies as set forth in (a) and (b) above, he shall contact the Detective Bureau for verification that his appearance is required on a certain date.

All employees who are required to appear at any hearing under this Article shall be provided with a vehicle by the Employer, or if not available, his own car, and shall be reimbursed for all tolls and other costs associated with said appearance. (*\$1.00/mile*)

Section 4. Overtime pay at time and one-half (1 1/2) the straight time rate will be paid for all hours over eight (8) in a day and forty (40) in a week, excluding ten (10) minutes time at the beginning of the shift and six (6) minutes at the end of the shift.

A master list ranking the employees in order of seniority shall be established for overtime work for patrol duty only. Overtime shall be rotated among employees on this list. If or

when an employee is called for overtime duty, and he is not contacted or the request for overtime cannot be communicated to him in time to perform such duty, he shall be called again for the next overtime duty assignment. If an employee is called for overtime duty and declines same, then he shall not be called again for the next overtime duty assignment until the entire list is called.

Section 5. Whenever an officer completes his tour, returns to his home and is then required to report back to headquarters or duty, he will be paid a minimum of four (4) hours at straight time. No overtime pay shall be paid to off-duty officers if the entire department is ordered to participate in the Memorial parade or funeral duty. This provision does not apply to those on sick leave and vacation.

When a superior officer is requested by the Department to work a full eight (8) hour shift in the next higher rank within the bargaining unit, he will be compensated at the base salary rate only of the higher rank, i.e., a Sergeant acting as a Lieutenant or a Lieutenant acting as a Captain.

ARTICLE 5

HEALTH INSURANCE

Section 1. The City shall assume the full cost for providing Blue Cross, Blue Shield, Rider J and Major Medical insurance for each employee and his eligible dependents.

Section 2. Effective January 1, 1986 there shall be a Family Prescription Plan (\$1.00 Co-Pay) implemented for all

police superior officers covered by the contract. The coverage and cost of this prescription insurance plan shall be consistent with the then existing plan for the P.B.A.

Section 3. Effective January 1, 1986 there shall be a Family Dental Plan implemented for all police superior officers covered by the contract. The coverage and cost of this dental insurance plan shall be consistent with the then existing plan for the P.B.A.

Section 4. Effective January 1, 1986 there shall be a Hospitalization Insurance Plan for retirees implemented for all police superior officers covered by the contract subject to the following terms and conditions:

(1) Eligibility - Employees must have been actively employed as a Police Superior Officer for the City of Bayonne on or after January 1, 1983; and must have at least 25 years of service with the City of Bayonne; and must be at least 55 years of age; and must not be on disability or early retirement. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided for those retirees meeting the eligibility requirements who do not have ^{AND} hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the City to verify that no other source of insurance coverage is provided for them.

(2) Duration - This benefit will only be provided until the eligible retiree reaches age 65. If an eligible

retiree dies prior to age 65 and leaves a surviving spouse who was receiving benefits under this plan, such surviving spouse shall continue to receive coverage under this plan as herein defined until the spouse reaches age 65 or obtains insurance coverage from another source. ^{THE EMPLOYEE WOULD HAVE REACHED}

(3) Description - This benefit shall include Blue Cross, Blue Shield, Major Medical and Rider J. for the retiree or for Husband and Wife only, whichever is applicable.

(4) Premium Payments - Upon implementation of this plan, the City shall be obligated to contribute to the cost of premiums to the maximum amount of \$1,200.00 per year per retiree. In no event, however, shall the total contribution by the City exceed one (1%) per cent of base salaries paid to police superior officers covered by the terms of the contract during any calendar year in which this plan is in effect. If the contributions by the City are not sufficient to pay for the entire cost of premiums, suitable arrangements must be made for payment of the balance of premiums in order for an otherwise eligible retiree to receive this benefit.

ARTICLE 6

RETENTION OF BENEFITS

Section 1. Except as otherwise provided herein, all working conditions under which the officers are presently operating, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, pertaining to the Police Department, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

Section 2. Police superior officers who retire shall receive thirty (30) days terminal leave immediately prior to retirement. Added to such leave shall be all accumulated vacation time due the retiring police superior officer.

Section 3. Subject to the needs of the Department and the direction of the Chief of Police, superior officers will receive the following number of personal days per calendar year according to their respective rank (whether permanent or acting).

*is this necessary
and
other
to
employ*

<u>Title</u>	<u>Personal Days</u>	
Sergeant	2	These days are non-cumulative and must be taken during each calendar year.
Lieutenant	3	
Captain	4	

ARTICLE 7

LEGAL AID

The Employer will continue to provide legal aid to all personnel covered by this Agreement in accordance with current coverages. This provision shall not apply to disciplinary proceedings which shall be governed by N.J.S.A. 40A:14-155.

LAW OFFICES
FRUZZESE & McDERMOTT
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD N.J. 07081

ARTICLE 8

DISCRIMINATION OR COERCION

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

ARTICLE 9

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE 10

S.O.A. RIGHTS AND PRIVILEGES

Section 1. The City agrees to make available information which may be necessary for the S.O.A. to process any grievance or complaint, except in the case of personnel matters, in which case the release of information shall be made on the basis of legal advice from the Law Director.

The personnel office shall make an employee's personnel file available for inspection by the employee on a reasonable basis. This privilege does not apply to files of the Internal Affairs Unit.

Section 2. Whenever any representative of the S.O.A. or any officer is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay or time off.

Section 3. The S.O.A. shall have the right to use the police bulletin board at Police Headquarters to post S.O.A. information.

Section 4. Representatives of the S.O.A. shall have the right to attend S.O.A. meetings in accordance with past practice. However, this right is subject to denial by the Chief of Police, subject to appeal to the Director of Public Safety, based on the needs of the police service.

Section 5. The City agrees that the President of the S.O.A. must request permission from the Captain in command, or in his absence, the desk lieutenant, to leave his post on S.O.A. business not to exceed one hour. This permission will be granted as a matter of right unless manpower needs prevent same. Any additional time over one hour must be with specific permission from the Captain in command. The City further agrees that any authorized representative(s) of the S.O.A. may enter headquarters of the Municipal Building during the work

MUST SPELL OUT

*Conflict
with
other
members
of
S.O.A.*

LAW OFFICES
APRUZZESE & McDERMOTT
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD, N.J. 07081

day or night at reasonable hours, provided they announce their presence to the person in charge, and do not interfere with the normal work of headquarters of the Municipal Building, or any office therein.

Section 6. A patrol car is to be provided to the S.O.A. for all funerals of police officers killed in the line of duty in New Jersey and New York, if the New York funeral is within fifty (50) miles of the City of Bayonne.

Section 7. All members of the Police Department will be trained with firearms two (2) times a year, including instruction in the use of shotguns at least once.

ARTICLE 11

HOLIDAY CALENDAR

There shall be eight (8) annual holidays granted to each officer. Five of these holidays shall be added to the officer's vacation pursuant to present departmental policy. Three of these holidays shall be treated as personal leave days and administered pursuant to the provisions of Article 13 herein.

ARTICLE 12

LEAVES OF ABSENCE

A. Funeral Leave

A death in an employee's immediate family shall not be charged against his compensatory time off. Time off shall be given from the day of death until the next scheduled work day after the funeral, not to exceed five (5) working days.

Immediate family shall be defined as follows: mother, father, mother-in-law, father-in-law, son, daughter, sister, brother, husband, wife, grandparents and grandchildren. The present practice with regard to time off on the day of a funeral for aunts, uncles, and members of the spouse's immediate family shall continue.

B. Military Leave

Any employee ordered to active duty by any component of the United States Armed Forces shall be granted whatever leave is necessary for such service.

Employees who are presently subject to existing Reserve requirements of the National Guard or Army Reserve shall also be included in this Agreement.

C. Leaves of Absence Without Pay

Such leaves shall be granted in accordance with the statutes of the State of New Jersey governing Police Departments.

D. Paid Leave of Absence - Attendance at P.B.A. Conventions

A maximum of two (2) employees, to be selected by the S.O.A., shall be entitled to time off with pay for attendance at P.B.A. conventions. The amount of time off for all employees shall not exceed a total of nine (9) working days per year.

ARTICLE 13

PERSONAL LEAVE

There shall be three (3) paid days per calendar year in accordance with Article 11 for the personal use of the eligible employee and shall not be charged against sick leave with pay nor vacation leave, nor substituted therefore. These must be applied for no less than five (5) days in advance, except in emergency, of their requested use, and shall accumulate only through the year following the year in which said days were earned. Each employee, however, will be given every opportunity to utilize this leave during the current credit year.

So that the granting of such leave shall not adversely affect the working efficiency of employee's department, the Chief of Police, at his discretion, shall determine the number of such leaves to be granted by him for any particular day; however, the Director shall decide the number of employees in a particular work unit who may be granted leave on any given work day so that such requests would not be arbitrarily denied.

ARTICLE 14

RULES AND REGULATIONS

The Employer may establish and enforce reasonable and just rules and regulations in connection with its operation of the Police Department and maintenance of discipline. However, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative prior to being established.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, but not illegal, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the Grievance Procedure set forth in this Agreement.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the Employer shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of suspension or discharge.

ARTICLE 15

OFF DUTY POLICE ACTION

Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following: Recognizing that the City and its residents benefit from the additional protection afforded them by armed off-duty

police officers, and further recognizing the weighty responsibility and hazards confronting such armed off-duty police officers, any action taken by a member of the force on his time off when not in the active employ of another 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 of the rights and benefits concerning such action as if he were then on active duty.

ARTICLE 16

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

Section 1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the S.O.A. its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism or picketing and demonstrations, in connection therewith, or other such interference with the normal operation of the Police Department.

ARTICLE 17

AGENCY SHOP

Section 1. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the

S.O.A. 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 S.O.A. by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular S.O.A. membership dues, fees, and assessments as certified to the Employer by the S.O.A. The S.O.A. may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular S.O.A. membership dues, fees and assessments. The S.O.A.'s entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the S.O.A. 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 S.O.A. and the Employer.

Section 2. The S.O.A. agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the S.O.A. under this Article.

ARTICLE 18

CIVIL SERVICE CLASSIFICATION AND PROMOTIONS

Section . Effective January 1, 1982, promotional examinations for the next three ranks above Sergeant will be

requested of the Civil Service Department every three (3) years.

Section 2. A promotional list to the next highest rank will be maintained at all times.

ARTICLE 19

DURATION

This Agreement shall be effective retroactive to January 1, 1983, and shall extend through December 31, 1986. Either party wishing to terminate, amend or modify such Agreement must so notify the other party in writing sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of the notification by either party, a conference shall be held between the City and the Unit's negotiating committee for the purpose of such amendment, modification or termination of said Agreement.

In the event neither party serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before the aforementioned sixty (60) days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one additional year.

The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. This Agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned, and if not available, the City agrees to exert its bona fide and lawful efforts to obtain such

appropriations. This Agreement is also subject to the provisions of any State law, court decisions, statutes, Civil Service rules and regulations which should prevail.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their duly authorized officers this ELEVENTH day of MAY , 1984 .

ATTEST:

CITY OF BAYONNE

By: *John P. Egan*

ATTEST:

BAYONNE POLICE SUPERIORS ASSOCIATION

By: *Thomas Cardone*