

AGREEMENT

between

TOWN OF SECAUCUS

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.
LOCAL NO. 84

f JANUARY 1, 1991 through DECEMBER 31, 1992

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To the executive management and administrative control

the following rights:

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

2.00 MANAGEMENT RIGHTS

the plural as well as the singular.

1.02 The title of Police Officer shall be defined to include

all Police Officers.

negotiations with respect to all negotiable items of employment of bargaining representative for the purpose of collective The Town recognizes the Association only as the exclusive

1.00 RECOGNITION

issues between the Town and the Association. represents the complete and final understanding of all bargainable (hereinafter called the "Association"), and subject to law, STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 84 New Jersey (hereinafter called the "Town"), and the NEW JERSEY 1991, by and between the TOWN OF SECAUCUS, in the County of Hudson,

00.1 THIS AGREEMENT, entered into this day of

0.00 PREAMBLE

2. Nothing contained herein shall be construed as

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

3.01 Purpose
3.00 GRIEVANCE PROCEDURE

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

Just cause according to law.

To take any permissible disciplinary action for good and employment or assignment, and to promote and transfer employees; to determine their qualifications and conditions for continued To hire all employees subject to the provisions of law, activities of its employees;

of the Town Government and its properties and facilities and the

the grievance by the immediate superior.
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
3.03 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
any controversy arising over the interpretation or adherence to the
3.02 Definition. The term "grievance" as used herein means

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

a. 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. b. 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

a. If the grievance is not settled through Steps One and

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

b. 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,

Step Two

the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

c. 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.

d. 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.

e. 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 present 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.

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

From the beginning of the 6th year of service through the 10th year be as set forth below.

5.01 The present longevity program, based upon the employee's length of continuous and uninterrupted service with the Town, shall

5.00 LONGEVITY

of such stipend.

4.02 Police Officers assigned to standby duty as Detectives shall receive, in addition to the salary set forth above, a stipend of seven hundred fifty (\$750) dollars per annum. Officers so assigned for only a portion of the year shall receive a pro rata 3rd Anniversary of Compl. 42,738 44,447 46,225 48,074

2nd Anniversary of Compl. 37,012 38,492 40,032 41,633

1st Anniversary of Compl. 34,285 35,656 37,082 38,566

Compl. of Probation 31,524 32,785 34,097 35,461

Date of Hire \$28,799 \$29,951 \$31,149 \$32,395

1/1/91 10/1/91 4/1/92 10/1/92

4.01 The salary for patrolman shall be as follows:

4.00 SALARIES

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.

6.01 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

6.00 DEDUCTIONS FROM WAGES

5.03 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.

5.02 Any employee whose length of service prior to July 1st in any year shall, on the basis of the schedule in Section 5.01 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 11th year of service	5%
From the 16th year of service through the 20th year	7%
From the 21st year of service through the 25th year	10%
Beginning on the 26th year of service	11%

7.02 covenanted and agreed that participation in any such activity by In the event of a strike, slowdown, or walkout, it is

7.01 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.

7.00 NO-STRIKE PLEDGE

6.03 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.

6.02 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 authorizations from its members showing the authorized deduction for each employee.

each month following the monthly pay period in which the deductions were made. transmitted to the Association office by the fifteenth (15th) of

8.01a Steady Night Tour. It is agreed by and between the Police Department of the Town of Secaucus and PBA Local 84 to institute, a steady night tour in accordance with the following on any given day.

Nine (9) squads of four (4) Police Officers - two (2) squads work together at all times - and three (3) squads are off and one-half (8 1/2) hours a day.

Steady 4-2 bi-weekly rotation: days to midnights - midnights to evenings - evenings to days - for a period of eight total of an average of forty (40) hours per week as follows:

8.01 The normal working week shall consist of the present
8.00 HOURS AND OVERTIME

7.05 The Town agrees to not lock out its employees.

7.04 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.

7.03 The Association will actively discourage and will take whatever affirmative steps are necessary to prevent and terminate any strike, work stoppage, slowdown or walkout.

procedure contained in Article 3.
employees, subject, however, to the application of the grievance deemed grounds for termination of such employee or any employee covered under the terms of this Agreement shall be

5. If an Officer on nights will be out on a temporary basis for a period in excess of ten (10) days for sick leave, and thirty (30) days for I.O.D. (except for vacation), the Chief retains the right to assign an Officer from the non-night shifts to the night shifts with twenty-four (24) hours notice, but forty-

4. In the event that no acceptable replacement is found pursuant to paragraphs # 2 or # 3 above, then the Chief shall have the right to assign an individual to the midnight tour.

3. In the event that an Officer on nights becomes incapacitated or, for any reason other than in accordance with paragraph # 2 above, is unavailable to continue on midnights, the Association shall have the obligation to provide an acceptable replacement. The Chief will determine the acceptability of the replacement, subject only to the condition that any rejection must be based upon reasonable grounds.

2. Any Police Officer who wishes thereafter to be removed from the night tour will be required to solicit a replacement for presentation to the Chief. The Chief will determine the acceptability of the proffered replacement, subject only to the condition that any rejection must be based upon reasonable grounds.

1. The PBA will provide the Department with a list of

conditions:

Officer requests otherwise at the time of working said overtime, following the period in which overtime is earned. Unless a police Overtime payments shall be made in the first paycheck operations.

Chief so as not to unreasonably interfere with departmental one-half. Such time may be taken only when scheduled with the to receive compensatory time off at the premium rate of time and the premium rate. In lieu of cash payments, an employee may opt the first hour, overtime will be earned on a quarter hour basis at he/she shall be paid for a full hour at the premium rate. After first fifteen (15) minutes of the first overtime hour, and further provided that if any employee works beyond fifteen (15) minutes, however, that no additional compensation shall be paid for the be compensated at the premium rate of time and one-half, provided, work. Any employee working beyond the end of his/her shift shall then in that event the least senior officers will be required to from the prior shift, and if there are insufficient volunteers, over onto the next shift, the superior shall request volunteers appropriate superior officer. In the event employees must be held 8.02 All overtime work is mandatory upon request by an tour during that period.

personnel will be replaced with personnel from the evening and day during each year that they are assigned to the night tour. Night two (2) weeks on the evening tour and two (2) weeks on the day tour 6. Personnel on the night tour will be required to work eight (8) hours wherever possible.

overtime shall be paid in cash rather than compensatory time.

8.03 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.

8.04 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 8.02 above, with the option of time off as set forth therein. For specialists, such as breathalyzer, the minimum shall be three (3) hours.

8.05 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.

8.06 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. 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.

8.07 Police Officers shall continue to qualify for firearms proficiency on their own time. 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.

8.08 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 work days, or on injury-on-duty leave in excess of thirty (30) consecutive work days, 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 patrolman on leave referenced above, or replace a patrolman who is also on such leave with another, such patrolman 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 absence of an employee as a result of the above referenced leaves.

8.09 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.

8.10 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 period prescribed herein, such time shall accumulate for use within

the next succeeding twelve (12) month period.

8.11 If the Department orders an employee to meet with a

physician for a medical examination, such visit will be on work time.

8.12 Commencing within the 1991 calendar year, the 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

9.05 Police Officers shall select vacations in order of seniority as is the present practice. Vacation shall not be taken in less than four (4) day blocks without the approval of the Chief.

9.04 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.

9.03 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 completion of the sixth month of employment.

9.02 Vacation scheduling procedures shall be adhered to in accordance with current practice.

9.01 Vacations for employees shall be as set forth below:

<u>VACATIONS</u>	
During 1st year of service	5 work days
During the 2nd through 5th year of service	15 work days
During the 6th through 15th year of service	20 work days
Over 15 years of service	22 work days

may be in an employee's comp time bank at any given time shall be thirty (30) 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."

employees shall be entitled to sick leave with pay based upon their

1. All permanent employees or full-time provisional

11.01 Service Credit for Sick Leave

11.00 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

10.04 If an employee is on an unpaid leave status for all or

framework of Article 8.08.

by mutual consent of the employee and the supervisor within the

(1) non-accumulative personal business day which is to be scheduled

10.03 Beginning in 1992, each employee shall be entitled to one

and three (3) days' pay in December.

days' pay in December, and for 1992, three (3) days' pay by May 31

shall be compensated with two (2) days' pay by May 31 and three (3)

2. Effective January 1, 1991, the five (5) paid holidays

days on January 1st, and four (4) days on July 1st of 1992.

on January 1st and five (5) days on July 1st of 1991, and five (5)

herein. These days shall be credited at the rate of five (5) days

holidays which shall be utilized in accordance with Article 8.01

10.02 1. Employees shall receive compensatory time off for

compensatory days and six (6) paid days.

(5) paid days. Effective in 1992, there shall be nine (9)

holidays granted per annum: ten (10) compensatory days and five

10.01 Effective January 1, 1991, there shall be fifteen (15)

10.00 HOLIDAYS

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 Town 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 if and when needed for such purpose.

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 of fifteen (15) working days in every calendar year thereafter.

11.02 Amount of Sick Leave

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.

aggregate years of service.

11.03 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 in to 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.

11.04 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 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. In 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.

11.05 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.

12.01 An employee will be considered probationary until he has completed one (1) year of service following his date of hire. During such period, the employee may be terminated at the discretion of the Town.

12.00 PROBATIONARY EMPLOYEES

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

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.

14.02 The Town shall provide the President and State delegate

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

14.01 The Town agrees to grant time off to a maximum of three

14.00 ASSOCIATION ACTIVITIES

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

maintained for the life of this Agreement.
within the Police Department, currently in effect, shall be
Office of the Police Chief which are of universal application
the Town pertaining to Police employees, or directives from the
Regulations of the Police Department, Ordinances or Resolutions of
work, and general working conditions contained in the Rules and
13.01 All conditions of employment relating to wages, hours of

13.00 MAINTENANCE OF STANDARDS

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

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.

14.03 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.

14.04 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 granted hereunder shall in all cases be deemed to be in addition to those provided elsewhere.

14.05 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.

14.06 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.

15.04 Out of these contacts may come questions concerning the

and relationships with the public.

Department and its members involve them in all manner of contacts

15.03 The wide-ranging powers and duties given to the

their employment is in the nature of the public trust.

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

15.02 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

15.01 Members of the force hold a unique status as public

15.00 RIGHTS OF EMPLOYEES

work time with no loss of pay or benefits.

and conferences between the Association and the Department during

the grievance arbitration procedure and mutually scheduled meetings

participate in all mutually scheduled proceedings arising out of

14.07 The Association's designated representatives shall

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

The authority of the representatives and alternates so

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer,

as are reasonably necessary.

Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods

4. The questioning shall be reasonable in length.

to the Department, then the Officer shall be so advised.

If the informant's or complainant's name is anonymous or unknown nature of the investigation before any interrogation commences.

3. The member of the force shall be informed of the

occurred.

Police Headquarters or the location where the incident allegedly designated by the Chief of Police. Usually, it will be at the

2. The interrogation shall take place at a location

compensated therefor.

interrogation takes place during off-duty hours, he shall be otherwise, as determined by the Chief of Police. If such

on duty, unless the exigencies of the investigation dictate at a reasonable hour, preferably when the member of the force is

1. The interrogation of a member of the force shall be

discipline, the following rules are hereby adopted:

conducted in a manner which is conducive to good order and 15.06 In an effort to insure that these investigations are

officers designated by the Chief of Police and the governing body. 15.05 These questions may require investigation by superior

actions with the public.

shall not be arbitrarily or unreasonably denied. and Council upon the recommendation of the Chief of Police, and Such leave shall be granted at the sole discretion of the Mayor. Leave may be extended for an additional period of six (6) months. cause to any employee for a period of up to six (6) months. Said 16.01 A leave of absence without pay may be granted for good

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

informing the member of the possible consequences of his acts. herein shall be construed to prevent the investigating officer from shall be made as an inducement to answering questions. Nothing dismissal or other disciplinary punishment. No promise of reward

appearance.

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

shift through this system.

3. No Police Officer will be permitted to work a double

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)

tour uncovered with respect to said skill.

Officers possessing similar skill and training (e.g., breathalyzer,
accident investigation, etc.), and such exchange will not leave the
1. Exchanges shall only be permitted between Police

off with other Police Officers under the following conditions:

employee of the Department to exchange working tours and/or days

17.01 The tour commander shall grant the request of any

17.00 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.

inactive status and shall turn in his identification and badge
prior to commencing his leave. While on said leave, neither
16.02 A member on an unpaid leave shall be considered on an

18.00 HEALTH AND WELFARE INSURANCE
18.01 The following coverage for each Police Officer and his dependents will be provided: UCR/Blue Cross/Blue Shield and Rider Program.
18.02 Should the provision of any feature of this insurance program be declared illegal, such insurance benefit will be dropped from the contract.
18.03 The Town reserves the right to change insurance carriers so long as substantially similar benefits are provided.
18.04 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. Any liability for costs of legal defense beyond those agreed to by the municipality shall be the responsibility of the individual employee.
18.05 Employees shall be permitted to join a Health Maintenance Organization Plan in lieu of paragraph A above, if otherwise eligible.
18.06 The Town shall maintain at its expense a full family dental program equivalent to the coverage provided other municipal employees.

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.

other time off and benefits granted herein. All leave under this

19.05 Time off under this Article shall be in addition to all

be granted at the discretion of the Town Council.

of an employee, as defined in 19.02 above, leave of absence shall

19.04 Upon serious illness of a member of the immediate family

three (3) days.

from the date of death up to the day of the funeral, not to exceed

of the employee, the employee shall receive time off upon request

law, grandparent, or any other relative in the immediate household

19.03 In the event of the death of a mother-in-law, father-in-

brother or step-parents.

be defined as spouse, child, step-children, mother, father, sister,

19.02 For the purposes of this Article, immediate family shall

date of the funeral.

employees shall be granted time off from the date of death to the

19.01 In the event of a death in the immediate family,

19.00 ADDITIONAL LEAVES

and the practices incident thereto.

insurance in accordance with the Town resolution of May 23, 1978,

18.08 Employees shall be entitled to post-retirement health

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

18.07 Each employee covered by this Agreement shall receive one

Article shall be with pay.

20.00 DISCIPLINARY ACTION

20.01 Permanent employees shall be disciplined only for just cause.

20.02 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 an 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.

20.03 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.

21.00 CLOTHING ALLOWANCE

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

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

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

B. 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.

C. 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.

21.04 Payment in accordance with paragraph 21.01 shall be paid bi-annually in June and September.

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

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; flashlight; 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

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 the door is open. Trunks shall be compartmentized. All other equipment shall remain the same as in prior Agreement.

contain the items set forth below:

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

from service and repaired.

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

superior.

immediately report any defective vehicles to their immediate

22.01 It shall be the responsibility of each Police Officer to

22.00 PATROL CARS AND EQUIPMENT

to guns and holsters.

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

24.01 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.

24.00 PERSONNEL EQUIPMENT

23.03 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.

23.02 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.

23.01 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.

23.00 HANDGUNS

22.06 All new patrol cars ordered after the date of execution of this Agreement shall be equipped with air-conditioning.

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

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

27.00 DAMAGED POLICE VEHICLES
 27.01 An officer shall not be required to list himself as

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

26.00 MUTUAL AID

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

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

25.00 TRANSPORTATION OF MENTAL PATIENTS

license annually.
 24.04 All employees shall acquire and maintain their driver's
 issuance of such a license.

license shall be given such material as D.M.V. requires for
 24.03 All employees who apply for a no-fee official 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
 24.02 The Town shall provide each permanent employee with a

29.01 Since all Police Officers are presumed to be subject to duty 24 hours per day, any legitimate action taken by a member of

29.00 OFF-DUTY POLICE ACTION

the Desk for access by Town authorized personnel.
the locker room door. The key or combination will be available at

28.06 The Association may install at its own expense a lock on

prior to Court appearances as per past practice.

28.05 The Town will provide necessary records and evidence

Desk and the Squad Room will be available.

purpose of typing and dictating reports. Communication between the

Room equipped with a typewriter for the use of employees for the

28.04 The Town will provide a separate room known as the Squad

current practice.

locker for which he may provide his own lock, in accordance with

28.03 Every member shall be supplied with his own personal

tables, dressing room facilities.

order, and replace when necessary, the following: lockers, chairs,

28.02 The Town shall also furnish, maintain in good working

maintained in good working order by the Town.

including, but not limited to, toilets, shall be furnished and

28.01 All sanitary facilities and equipment in the Department,

28.00 FACILITIES

unless State law requires such listing.

operator of a parked and unattended vehicle struck in an accident

of the shift. If the course exceeds the length of the shift, the normal shift schedule, he/she shall report to duty for the balance of the shift. If the course hours are less than the officer's travel time. If the course hours are less than the officer's in lieu of duty for the time spent at the course plus reasonable training school, such attendance shall be time worked and shall be 31.01 When the Chief requires Police Officers to attend

31.00 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 Town agrees to supply a Police vehicle (marked) for the use of two Firefighter in the line of duty in the State of New Jersey, the 30.02 In the event of the death of a Police Officer or

a funeral for a municipal official.

Officers shall be voluntary unless their attendance is required at 30.01 Attendance at funeral services by off-duty Police

30.00 FUNERAL SERVICES

statutes. to any reference in N.J.S.A. 40A-1 et seq. and any other applicable were then on duty. The above definition is subject and subordinate shall have all rights and benefits concerning such action as if he available, shall be considered Police action, and the employee have been taken by an Officer on active duty if present or the force on his time off within the Town of Secaucus, which would

34.00 PERSONNEL FILES
 34.01 A separate personnel file shall be established and

Excellent Police Service - Certificate of Commendation

Combat Cross - 1 day's pay

Medal of Honor - 2 days' pay

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

33.00 COMMENDATIONS
 33.01 When an employee is awarded a commendation or honorable

granted.

32.00 MILITARY LEAVE
 32.01 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

unreasonably denied.

31.02 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

to attend directly from home.

8. 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

35.00 EDUCATION INCENTIVE
 35.01 The Town hereby agrees to compensate Police Officers for pursuing higher education in the field of Police Science.
 35.02 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

34.06 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.

34.05 An employee shall be entitled to photocopy any portion of his file upon request, at the employee's cost.
 34.04 All personnel files will be carefully maintained and removed therefrom without the employee's permission.

34.03 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.

34.02 Any member of the Police Department may review his personnel file upon request.

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

36.03 Payroll checks shall be put in individual envelopes.
 36.04 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.

36.02 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."
 Department.

36.01 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

MISCELLANEOUS

35.02.
 35.04 If an employee is on an 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.
 35.03 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 Article 35.02.
 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.

39.01 Promotions to any higher rank in the Secaucus Police

39.00 PROMOTIONS AND LAYOFFS

subject to 38.01.

38.02 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,

may require to bargain collectively.

38.01 The Town and the Association each agree to make available to the other all relevant public data in their possession that each

38.00 DATA FOR FUTURE BARGAINING

37.01 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.

37.00 SEPARABILITY AND SAVINGS

both parties.

40.03 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.

40.02 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.

40.01 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.

40.00 NEGOTIATION OF A SUCCESSOR AGREEMENT

pursuant to 40A:14-143.

39.02 Layouts on the Secaucus Police Department shall be made

Department shall be made pursuant to 40A:14-129.

41.01 1. 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 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.

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,

42.00 TERMINAL LEAVE
 42.01 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.

42.02 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 and 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

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.

to employees who retire in accordance with the requisites of the pension system.

43.00 JOB SPECIFICATIONS

43.01 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 Exhibit A.

44.00 NO WAIVER

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

45.00 DURATION.

45.01 This Agreement shall be effective as of 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 PBA LOCAL 84

BY: _____
BY: _____

ATTEST: _____
ATTEST: _____

BY: _____
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

public.

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

EXHIBIT A
JOB SPECIFICATION
POLICE OFFICER

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.