

**AGREEMENT
BETWEEN
TOWNSHIP OF WEEHAWKEN
AND
WEEHAWKEN POLICE BENEVOLENT
ASSOCIATION LOCAL NO.15**

JULY 1, 2010 THROUGH JUNE 30, 2014

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PREAMBLE

THIS AGREEMENT effective the 1st day of July 2010 by and between the TOWNSHIP OF WEEHAWKEN, in the County of Hudson, a Municipal Corporation of the State of New Jersey, hereinafter called the "TOWNSHIP" and WEEHAWKEN POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 15, duly appointed representative of all full-time police officers employed by the Township, excluding the Deputy Chief of Police, hereinafter called the "ASSOCIATION" represents the complete and final understanding on all bargaining issues between the Township and the Association.

ARTICLE I

SCOPE OF AGREEMENT

A. The Township hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all full-time Patrolman, Sergeants, Lieutenants and Captains employed in the Township of Weehawken Police Department, but excluding all other personnel employed in the Township of Weehawken Police Department and all other Township employees.

B. The title "employee" shall be used interchangeably and shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE II

MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality of the work required.
3. To determine the shift assignments of all employees. If any dispute should arise regarding such assignments, the Director of Public Safety shall be the final decisionmaker.
4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to law.

6. To lay off employees in the event of lack of funds.

B. The exercises of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of New Jersey and of the United States and ordinances of the Township of Weehawken.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties or responsibilities under R.S.40, 40A and H or any other national, state, county or local laws or ordinances.

ARTICLE III

MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, the Association will not cause, authorize or support any strike or any other illegal job action against the Township.

B. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike or other illegal job action.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township 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.

D. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Township to take appropriate disciplinary action.

ARTICLE IV

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them. With regard to the Township, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

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

Step One

The aggrieved or the Association shall institute action under the provisions hereof within twelve (12) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said twelve (12) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two

If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, and the grievance involves an alleged violation of this Agreement only, the employee of the Association may present the grievance in writing within twelve (12) calendar days thereafter to the Director of Public Safety. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the application Selection of this contract violated and the remedy requested by the grievant. The Director of Public Safety will answer the grievance in writing within five (5) calendar days of the receipt of the written grievance.

Step Three

If the Association wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Township Manager within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute, The Township Manager shall respond, in writing, to the grievance within twenty-one (21) calendar days of the submission.

Step Four

If the grievance is not settled through Step One, Two and Three, either party shall have the right to submit the dispute to arbitration within fifteen (15) days pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be 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. He shall confine himself to the one (1) precise issue submitted for arbitration and shall have no authority to determine other than the one (1) issue unless the parties agree to submit multiple issues. The decision of the arbitrator shall be in writing with reasons therefor and shall be final and binding, subject to whatever judicial review may be appropriate.

F. Upon prior notice to the Director of Public Safety, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township for specific grievances in

accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Weehawken or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

H. Should any employee elect to utilize the Department of Personnel, he shall waive all rights to process his case under this Article. Should an employee elect to utilize this Article, he shall waive all rights to take his case to the Department of Personnel. The PBA recognizes the Township's right to discipline for just cause. Notwithstanding same, minor disciplinary action, which is not appealable to the Department of Personnel, is grievable and arbitrable under this Agreement.

ARTICLE V

PROTECTION OF RIGHTS

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

B. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to a good order and discipline, the following rules are hereby adopted:

1. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.

2. The employee shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member (employee) of the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

3. The questioning shall be reasonable in length. Reasonable rest

periods shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and respites as are reasonably necessary.

4. The interrogation of the employee may be recorded.

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

6. If a member of the force (employee) 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 decisions of the United States Supreme Court.

7. In all cases and in every stage of the proceedings in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for an employee, if he so requests, to consult with counsel and/or his PBA representative(s) before being questioned concerning a violation of the Rules and Regulations. During the interrogation of an employee, the employee shall have the right to have a representative of the PBA present.

C. Appeal from Discharge or Suspension. A discharged or suspended employee must notify the Local PBA in writing within two (2) days of his desire to appeal such discharge or suspension. Notice of appeal from discharge or suspension must be made to the employer within five (5) days. Nothing herein shall be construed to deny to an individual employee or to the employer their right under the Department of

Personnel Law and Regulations. However, in the event an appeal is taken by an employee or the PBA on behalf of an employee to the State Merit System Board, the appellant (i.e. employee and/or PBA) shall waive any other rights and shall not be entitled to pursue the matter further by means of any other procedure.

D. Separation of Employment. Upon separation in good standing, the employer shall pay all monies due the employee on the pay day in the week following such departure. Earned vacation time will be included in such payments; in addition, anytime due which employee has accumulated will also be paid at the pay scale of straight time. An employee discharged for cause will forfeit all rights to accrued benefits in this contract.

E. The PBA shall be informed prior to promulgation of any new rule or the proposed modifications of any present rule. Said notice to the PBA shall be given no later than ten (10) days before the effective date of any change. Such rule or regulation shall become effective with its promulgation, and in the event the PBA desires to exercise its right pursuant to the law, such rule or regulation shall remain effective pending any appeal by the PBA.

ARTICLE VI

HOLIDAYS

A. All fourteen (14) designated holidays will be observed on the same day as other Township employees, where applicable. Employees assigned to steady tours shall observe the following holidays as days off:

1. New Years' Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Easter
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving
12. Day After Thanksgiving
13. Christmas Eve
14. Christmas Day

B. Effective in 1994, all fourteen (14) holidays are to be included in base pay.

ARTICLE VII

WORKDAY AND WORKWEEK

- A. (1) The workweek for members in the uniformed patrol squad (presently six) (with the exception of Part B below), shall consist of an 8 day cycle of 4 days on (10 hour shifts), followed by 4 days off (96 hours).
- (2) The above schedule will be effective for an 18 month trial period from the date of implementation. The Township retains the discretion to discontinue this schedule upon expiration of the trial period.
- B. Members assigned to the Records Bureau, the Detective Bureau, and Quality of Life Squad who are not working the above trial schedule, shall continue to work 5 consecutive 8-hour days followed by an 88 hour leave and shall continue to work such 5 and 4 day weeks alternately.
- C. All employees shall be given adequate time for eating and lavatory needs. In the event that it is impossible for the Desk Officer to receive relief for a meal period, the employee shall sign for a meal from a restaurant and charge it to the Township,

ARTICLE VIII

OVERTIME

A. (1) For Detective, Records Bureau, and Quality of Life assignments only. Except as provided in Paragraphs B-E, overtime shall be paid for all work performed in excess of thirty-two (32) hours per week but less than forty (40) hours per week at the normal straight time hourly rate. This includes working two (2) consecutive eight (8) hour tours. Work performed in excess of forty (40) hours per week shall be paid at the rate of 1-1/2 times the normal straight time hourly rate. For members assigned to the uniformed squad, the overtime rate shall be based on the previous 32 hour workweek.

(2) For members in the uniformed patrol squad (presently six), all overtime shall be at time and one-half, except as otherwise specifically provided in this agreement. (e.g., subsection G of this article)

B. Special details which work on the following previously scheduled events- Primary Election day, July 4, Halloween, athletic events or DWI patrols- shall entitle the employee to time and one-half his normal straight time hourly rate with a minimum guarantee of four (4) hours pay.

C. All overtime shall be considered part of member's salary and be so paid. Overtime shall be paid on the nearest or following payday after being submitted.

D. Any employee who is ordered to appear in municipal court shall receive a minimum of two (2) hours pay at the overtime rate of time and one-half. Any employee who is ordered to appear in Superior Court and other courts shall be paid eight (8) hours pay at the straight time rate. In order to receive eight (8) hours of pay,

employees ordered to appear in Superior Court must report back to headquarters for work until the completion of eight (8) hours. Officers ordered to appear in Superior Court may conclude their workday upon the conclusion of court, but will only be paid for the time spent in Superior Court. Employees who are on their regular tour of duty and appear in Municipal or Superior Court will receive four (4) hours overtime if their court appearance continues beyond their regular tour of duty. Members who are held more than four (4) hours past their regular tour of duty will receive eight (8) hours of overtime.

E. Overtime contiguous with the employee's normal ten (10) hour tour of duty shall be computed and payment made for on the following basis:

- 1-15 minutes - Time and one-half (1-1½)
- 15-30 minutes - Time and one-half (1- 1½)
- 30-45 minutes - Time and one-half (1-1½)
- 45-60 minutes - Time and one-half (1-1½)
- 60 minutes & over - Time and one-half (1-1½) continued until completion of the particular job

F. Overtime Paid by Compensatory Time. At the option of the employee, overtime may be in the form of compensatory time as follows:

1. Whenever the employee chooses compensatory time in lieu of pay, he will be entitled to straight time for each hour worked.
2. Employees will be entitled to one and one-half (1-1/2) compensatory time when they have worked in excess of forty (40) hours in a week.
3. Time and one-half (1-1/2) compensatory time Paragraph B (i.e. scheduled events).
4. Time and one-half (1-1/2) compensatory time Paragraph D (only for Municipal Court).

G. Employees attending police courses or other in-service training shall be paid for hours in excess of their normal work schedule the straight time rate for all hours required in such course on an hourly basis, exclusive of the mandatory Police Training Commission's basic training.

H. All voluntary attendance at police courses shall be compensated with compensatory time at the straight time rate. Such compensatory time shall not be calculated toward the 40-hour week.

ARTICLE IX

RECALL

A. MINIMUM HOURS

1. Six Uniformed Patrol Squads

Members recalled to duty for any reason shall be paid during such time (in excess of regular tour of duty), a minimum of four (4), six (6), or eight (8) hours pay at the rate of time and one-half (1-½), dependent upon the nature of the recall. Said recall shall only occur where the overtime list cannot be used.

2. Records Bureau, Detective Bureau, and Quality of Life Squad

Members assigned to the Records Bureau, the Detective Bureau and Quality of Life Squad recalled to duty for any reason shall be paid during such time (in excess of regular tour of duty) a minimum of four (4) hours pay at the rate of time and one-half (1-½) if the employee has already worked forty (40) hours or straight time if the employee has worked less than forty (40) hours.

B. Recall shall be on a rotating basis except in cases of emergency.

C. Employees shall not be eligible for recall pay if such recall is contiguous with the employee's working tour.

D. The Township has the right to retain the employee for the full minimum recall period.

E. Recall from Furlough

1. Six Uniformed Patrol Squad(s)

Employees recalled from a 96 Hour Furlough shall be paid during such time (in excess of regular tour of duty) a minimum of six (6) hours pay at the rate of time and one-half (1-1/2) if the employee has already worked forty (40) hours or straight time if the employee has worked less than forty (40) hours.

2. Records Bureau, Detective Bureau, and Quality of Life Squad

Employees recalled from a seventy two (72) hour furlough will receive a minimum of eight (8) hours pay at the straight time rate if the member has worked less than forty (40) hours or time and one-half if over forty (40) hours.

ARTICLE X

WAGES

A. The wages for employees of the bargaining unit shall be in accordance with Schedules A, B, C, and D.

B. Pay Differential. There will be a fifteen (15%) percent pay differential between the ranks of patrolmen who have reached maximum pay and maximum pay sergeants. There will be a fifteen (15%) percent pay differential between the ranks of maximum pay sergeants and maximum pay lieutenants and maximum pay captains.

C. There will be retroactive pay for the increases effective July 1, 2011, which shall be paid as follows:

The first half of the payment is payable in the first pay period July 2013; the second half of the payment is payable in the first pay period July 2014.

ARTICLE XI

LONGEVITY

A. The following schedule will be in effect for all employees hired prior to March 19, 2003.

1.	Less than three (3) years of Continuous Service	0%
2.	From three (3) years to less than seven (7) years of Continuous Service	4%
3.	From seven (7) years to less than twelve (12) years of Continuous Service	6%
4.	From twelve (12) years to less than sixteen (16) years of Continuous Service	8%
5.	From sixteen (16) years to less than twenty (20) years of Continuous Service	10%
6.	Twenty (20) or more years of Continuous Service	12%

B. All police officers hired after March 19, 2003 shall receive longevity pursuant to the following schedule:

1.	Less than three (3) years of Continuous Service	0%
2.	From three (3) years to less than seven (7) years of Continuous Service	2%
3.	From seven (7) years to less than twelve (12) years of Continuous Service	4%
4.	From twelve (12) years to less than sixteen (16) years of Continuous Service	6%
5.	From sixteen (16) years to less than twenty (20) years of Continuous Service	8%
6.	From twenty (20) years to less than twenty-two (22) years of Continuous Service	10%
7.	Twenty-two (22) or more years of Continuous Service	12%

C. Employees whose anniversary date falls between January 1 and June 30 shall be paid as of July 1. Employees whose anniversary date falls between July 1 and

December 31 shall be paid as of January 1.

D. This longevity shall be paid bi-weekly as part of the employee's salary.

ARTICLE XII

PENSIONS

A. The employer will provide pensions for the covered employees in accordance with all State laws.

B. The employer shall continue payments while the employees are on compensation, sick leave, or under some legal action directed against said employee, within the limit of the law.

C. Pension and insurance coverage shall be the same for a member who is injured or killed while rendering aid to a neighboring community, as though the injury or death occurred within the territorial limits of the Township of Weehawken.

ARTICLE XIII
INSURANCE PLANS

A. The employer agrees to provide at its expense, a self-administered program comparable to its previous Blue Cross-Blue Shield coverage, including Rider "J" and Major Medical Plan for all employees and their dependents, upon the employee's graduation from the academy.

B. When an employee is on sick leave or compensation, the employer shall continue to pay his hospitalization.

C. The employer will continue to provide hospitalization to the employee and his family after said employee has retired from the Police Department with twenty-five (25) years of service until such retirees reach age 65.

D. The Township shall purchase dental insurance for members of the bargaining unit from Delta Dental. The Plan shall include the basic program with no deductible, plus the prosthodontics and orthodontics options. The Plan shall cover the member and his family.

E. The Township shall provide a prescription drug insurance program from BeneRx covering a member and his family. Any employee hired after the signing of this Agreement shall not receive the prescription drug insurance program during the first

year of employment. Co-payments for prescriptions will be as follows:

Generic drugs	\$2.00
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Name brands	\$5.00
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F. The Township retains the right to change insurance carriers so long as substantially similar benefits are provided, with prior notice and discussion with the PBA before the Township signs the contracts.

ARTICLE XIV

CLOTHING MAINTENANCE ALLOWANCE

The Township agrees to pay all members of the bargaining unit clothing maintenance per annum, payable the last payday in November of each year the sum of \$740.00.

ARTICLE XV

VACATIONS

A. For all employees hired on or after January 1, 1995, the following vacation schedule will be in effect:

1. 0-1 years 1 day per month
2. 1-5 years 12 days
3. 6-10 years 18 days
4. 11-20 years 20 days
5. Over 20 yrs. 25 days

B. For all employees hired on or after July 1, 1993, the following vacation schedule will be in effect:

1. 0-1 years 1 day per month
2. 1-5 years 15 days
3. 6-10years 18 days
4. 11-20years 20 days
5. Over 20 yrs. 25 days

C. For employees hired prior to July 1, 1993, the following vacation schedule will be in effect:

1. 0-1 years 1 day per month
2. 1-5 years 15 days
3. 6-10 years 23 days
4. 11-20 years 25 days
5. Over 20 yrs. 26 days
6. Sergeants will receive 2 more than the Patrolmen guide.
7. Lieutenants will receive 5 more than the Patrolmen guide.
8. Captains will receive 10 more than the Patrolmen guide.

D. No employee who is on vacation shall be recalled except in the case of an emergency.

E. Requests for 1-day vacations shall be made at least 24 hours in advance.

F. The vacation period shall be between January 1 and December 31. The Township and the PSA will cooperate so that all employees shall be able to use their vacation entitlement during the calendar year. If not used, the vacation shall accumulate up to the number of days entitled in one year.

G. The employer agrees that an employee on sick leave shall not be put on vacation roster if such employee's sick leave and vacation period coincide. The vacation shall be granted at a later date, providing it does not interfere with other assigned vacations.

H. In case of death of an employee, all vacation pay due shall be paid to the employees beneficiary.

I. All employees will be guaranteed 12 vacation days during the period of June 15 through September 15. Employees shall be entitled to receive pay for up to twelve (12) unused prime time vacation days only with the approval of the Director of Public Safety in the first pay period following approval. All employees shall be treated as equally as possible.

J. All requests for summer vacation shall be made by May 1 and the Township will be required to post said vacation scheduled by May 15.

K. Vacation pay will be given to the employee, upon request, prior to the vacation.

L. Any block vacation date preferences shall be submitted at least 30 days in advance outside the summer vacation period.

ARTICLE XVI

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death, but in no event shall said leave exceed four (4) calendar days.

B. The "immediate family" shall include only husband, wife, child or parents of the employee or spouse, grandparents, brother and sister.

C. Reasonable verification of the event may be required by the Township.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time limit of the bereavement.

E. An employee may make a request of the Director of Public Safety or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Director of Public Safety or his designated representative, shall be charged against accumulated compensatory time off.

F. In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Township will permit at least two uniformed Police

Officers of the Department to participate in funeral services for said deceased officer. Subject to availability of same, the Township will permit a department vehicle to be utilized by the members in the funeral service. Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Director of Public Safety. Men on duty may go with the permission of the Director.

G. In the event of the death of an aunt, uncle, sister-in-law or brother-in-law, the employee shall be granted time off without loss of pay to attend the funeral if during his normal work day.

ARTICLE XVII

LEAVE OF ABSENCES

A. Any employee desiring a leave of absence from his employment shall make such request for leave in writing and such leave is subject to written permission from the employer. The maximum leave shall be for six (6) months and may be extended for an additional six (6) months. If a leave is refused an employee, the matter may be referred to the grievance procedure. The review and/or granting of leaves of absence shall be in conformity with the rules and regulations of the Department of Personnel. Application for leave of absence shall be made in writing at least three (3) weeks prior to the date on which the requested leave is to commence, except in case of emergency. A leave of absence may be requested by the PBA for two (2) of its members which shall be granted, if at the time of the request, men on leave do not exceed two (2). The limitation will not apply if the Chief of the Department shall determine that available manpower will permit the granting of such leave in addition to the two (2) men as limited above. Any requests for leave of absence by the PBA or for leave of absence extensions under any circumstances shall not be grievable.

B. The employees entering the Military or Naval Services of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by this Act. When the military compensation for any employee is less than his salary, the employer shall make up the difference, pursuant to

authority by law to do so, i.e., National Guard.

C. Employees shall be mandatorily granted compensation time off (time due) for the following reasons, without discrimination:

1. Baptism, Confirmation, Graduations, First Holy Communion, Bar Mitzvah and Marriage in the employee's immediate family.
2. When an employee takes active part in any of the above ceremonies (e.g. best man, sponsor, etc).

D. Employees shall be granted emergency leave for the time specified, without loss of pay for serious illness in the immediate family, including birth, necessitating the employees presence, 3 days. This leave may be extended by mutual consent of all parties.

ARTICLE XVIII

TIME OFF

A. Upon request of the employee and subject to the discretion of the Director of Public Safety or his designee, an employee may be permitted time off by providing a substitute police officer of the same rank capable to perform his tour of duty to work such tour of duty.

B. Whenever an employee requests time off for back time owed, he shall be notified 24 hours in advance of the date requested as to whether his request was granted or denied.

ARTICLE XIX

SICK LEAVE

A. Sick leave is hereby defined to mean absence of an employee from post or duty because of illness, accident or exposure to contagious disease.

B. Sick leave shall not be interpreted as including an extended period where the employee serves as a nurse or housekeeper during a protracted period of illness of a member of the family.

C. All employees covered by this Agreement shall earn sick leave with pay as follows:

1. Employee hired prior to January 1, 1995- 1.25 days per month of service during the remainder of the first calendar year of service following appointment and fifteen (15) working days in each calendar year thereafter.

2. Employees hired on or after January 1, 1995- 1 day per month of service during the first calendar year of service following appointment. Beginning January 1, following his date of appointment, employees shall receive fifteen (15) sick days annually.

D. When an employee does not report for duty for a period of greater than

one (1) consecutive day because of sickness, he shall show proof of his inability to work by submitting to Commanding Officer a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates a leave requested, physically able to perform any duty connected with his job. If requested, the employee shall submit to an examination by a physician appointed by the Township to substantiate such illness. Any employee who takes two or more consecutive sick days must also provide a physician certificate.

E. During protracted periods of illness or disability of an employee, the Director of Public Safety may require interim reports on the condition of the patient at weekly or biweekly periods from the attending physician and/or a Township medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

F. No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Director of Public Safety may direct the employee to the Township physician for an opinion as to the eligibility of the employee to be absent from work.

G. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee under medical care fails to carry out the order of the attending physician.

2. When in the opinion of the Township medical physician the disability or illness is not of sufficient severity to justify the employees absence from duty. (See paragraph H).
3. When an employee does not report to the Township physician.

H. The recommendation of the Township's medical physician as well as that of the attending physician as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Director of Public Safety. The Director of Public Safety reserves the right in such cases where there is a difference of professional opinion between the Township physician and the personal physician to require the employee to submit to an examination by a third doctor at Township expense.

I. In charging an employee with sick leave, the smallest unit to be considered is one-half ($\frac{1}{2}$) of a working day.

J. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular time off. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday.

K. If an employee is absent from work for reasons that entitle him to sick

leave, the Director of Public Safety or his designated representative shall be notified as early as possible, but not later than one (1) hour prior to the start of the scheduled work shift from which he is absent. Failure to so notify the Director of Public Safety or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for two (2) consecutive days or more and does not notify his Director of Public Safety or some other responsible representative of the Township on any of the first two (2) days will be subject to disciplinary action up to and including dismissal.

L. The Director of Public Safety shall have the right in his sole discretion to schedule physical examinations pursuant to the Department of Personnel.

M. Any employee who calls in sick for the purpose of engaging in outside employment may be subject to disciplinary action.

N. The Township may require the submission to the Commanding Officer of a medical certificate for any absence when such appears reasonable under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

ARTICLE XX
TERMINAL LEAVE

A. Employees are permitted unlimited accumulation of sick days. Employees will receive payment for unused sick days upon retirement from the Department and 15 years service to the Township in the following amount:

1. One-half of the daily rate per unused day - Patrolmen
2. One-half of the daily rate per unused day - Sergeants
3. One-half of the daily rate per unused day - Lieutenants
4. One-half of the daily rate per unused day - Captains

B. The number of past accumulated sick days shall be calculated under the following formula:

1. 15 x number of years of service with the following adjustments:
 - a. Under eight (8) consecutive day absences will be presumed to be sick leave with the burden on the employee to show such absence was due to job-related injury.
 - b. Over eight (8) consecutive day absences will be presumed to be injury leave with the burden on the employee to show such absence was due to sickness.

C. All police officers hired after March 19,2003 shall be subject to a \$15,000.00 maximum cap to be paid at retirement with respect to all accrued sick, vacation and compensatory time.

ARTICLE XXI

INJURY LEAVE

A. In the event an employee becomes disabled by reason of a work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. The time may be extended beyond one (1) year at the sole discretion of the Township.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report prior to the end of the shift thereof to the immediate supervisor. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a physician, that he is unable to work and the Township may reasonably require the employee to present such certificate from time to time.

D. If the Township does not accept the certificate of the physician, the Township shall have the right at its own cost, to require the employee to obtain a physical examination and certification by a physician appointed by the Township.

E. In the event the Township physician certifies the employee fit to return to duty, injury benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Township physician, then the Township and the employee shall mutually agree upon a third physician who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. If the Township can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Township, up to and including termination.

G. If the employee is out eight (8) days or less for an on-the-job injury, such time will be charged to Sick Leave. If the employee is out more than eight (8) days, the employee will receive injury leave conferred by Paragraph A retroactive to the first day.

H. A member hospitalized due to line of duty injuries shall be provided semi private accommodations in the hospital of his choice. Immediate hospitalization shall be in St. Mary's Hospital.

I. In the event of a non-work related injury (not illness), an employee shall

exhaust his accumulated sick leave first. In the event an employee exhausts his accumulated sick leave, the employee shall be entitled to 2/3 salary for six months. At the end of six months, it shall be in the sole discretion of the Township to continue to pay the employee.

ARTICLE XXII

UNIFORMS AND PERSONAL EQUIPMENT

- A. All uniforms and personal protective equipment shall be purchased and maintained by the employee.
- B. All uniforms shall comply with the requirements set forth by the employer. Any change in uniform made by the employer shall be paid for by said employer.
- C. The uniform shall be worn at all times in the prescribed manner while the employee is on duty. The dress uniform shall be worn on details for parades and funerals. Wearing of coats shall be optional and left to the discretion of the employees (weather permitting).
- D. Uniform inspection shall be held during the employee's day tour of duty.
- E. Uniforms damaged in the line of duty, including personal articles such as eyeglasses, watches, etc. will be reimbursed by the employer except where such damage is caused by the negligence of the employee. Nothing contained herein shall permit compensation to the employee for uniforms lost by the employee. The maximum allowable reimbursement shall be \$200.00 per item.

ARTICLE XXIII

MOTOR VEHICLES

A. All motor vehicle apparatus should be kept up to State inspection standards and inspected according to the Department of New Jersey Motor Vehicles Rules and Regulations. Any vehicle which does not comply, irrespective of whether it has a current sticker, will be put out of service and not operated by any employee until said vehicle meets inspection standards.

B. Employees will be allowed to remove hats while operating patrol cars. Hats must be worn at all times when not in patrol cars.

C. All patrol cars shall be equipped with at least the following equipment:

1. One (1) spotlight
Two (2) heavy duty handlights
One hundred (100) feet of heavy duty rope
One (1) blanket
One (1) serviceable first aid kit
One (1) fire extinguisher
One (1) oxygen inhalator
One (1) heavy duty pry bar (halogen tool)
Two (2) flashers
One (1) three hundred sixty (360°) degree light, revolving type
Electronic audio warning device
Two (2) riot helmets
Two (2) riot batons
Two (2) raincoats
2. In all patrol cars, the rear seat shall be separated from the drivers

seat by a steel mesh device. All patrol cars shall be equipped with trunks that can be opened from the interior of the car, and to insure the transit of prisoners, the rear interior door handles shall be removed.

3. All riot equipment and safety equipment shall be supplied by the employer.

ARTICLE XXIV

SANITARY CONDITIONS

A. Private sanitary conditions shall be maintained in Police Headquarters for the use of Police personnel only.

B. All these facilities in Police Headquarters such as toilets and washbasins will be kept in good working order by the custodians of the employer.

C. The employer agrees to provide the following furnishings when deemed essential: lockers, chairs, lights, desk lights, furnishings in report ready room, air-conditioner in radio room and in all other used offices in Headquarters and installed and maintained on a regular basis, hand towels and soap.

ARTICLE XXV

DISCRIMINATION AND COERCION

A. The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Employer and the Association agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Association against any employee because of the employees membership or non-membership or activity or non-activity in the Association.

ARTICLE XXVI

BULLETIN BOARD

The Township shall permit the PBA reasonable use of all bulletin boards located in the respective police facility for posting notices concerning PBA business and activities. Any notices and bulletins deemed detrimental to the operation of the Department may be rejected by the Director of Public Safety and shall be removed from the bulletin board.

ARTICLE XXVII

COURT APPEARANCE

The employee, with the prior approval of the Director of Public Safety or his designee, may request Court approval for the postponing of a Court appearance to a future date.

ARTICLE XXVIII

DAYS DUE

A. Not less than forty-eight (48) hours notice shall be given to the Employer when requesting a day due and such requests shall be subject to the approval of the Director of Public Safety or his designee.

B. The Director of Public Safety or his designee may limit the right of an employee to take his day if there is a conflict with the operation of the Department.

ARTICLE XXIX

EXAMINATION AND IDENTIFICATION

A. Physical, mental or other examinations required by the Employer shall be complied with by all employees, provided, however, the Employer shall bear all charges for such examinations.

B. The Employer reserves the right to select its own examiner or physician. When an employee is sick and notifies the Employer of this fact, the Employer's examiner or physician's verification of such sickness should be sufficient and a physician's note from another physician shall not be necessary, but the PBA may, if they believe an injustice has been done on an employee, have said employee re-examined at his own expense. This is not to be construed to mean that any employee must be treated by any physician other than the one of his choice, nor to affect the right of the Employer to have any Employer's physician for service-connected injuries.

C. Employees shall be provided with valid identification cards. The cost involved for the making of these cards is to be borne by the Employer.

ARTICLE XXX

CHANGE OF ASSIGNMENT

Whenever assignments and reporting times are changed, patrol and detectives will be notified at least seventy-two (72) hours prior to the change whenever possible.

This also applies to superior officers.

ARTICLE XXXI

DATA FOR BARGAINING

A. The Employer and the Association each agree to make available to the other all relevant non-confidential or public data that each may require to bargain collectively.

B. The Employer agrees that all copies of collective bargaining agreements with other Township employees which are on file with the Township Clerk shall be made available for public inspection.

ARTICLE XXXII

PBA #15 ACTIVITY

A. Any employee who is a member of the PBA acting any official capacity whatsoever shall not be discriminated against for his acts as such official of the PBA, nor shall there be any discrimination against any employee because of PBA membership or activity.

1. The representative(s) of the PBA having business with the members of the PBA may confer with them for a reasonable length of time during the course of a working tour, provided that permission is first obtained from the Commanding Officer at Headquarters.
2. The Township agrees that there will be no deduction from the pay or time owed of any member of the PBA for the reasonable time spent in discussing PBA business as aforesaid, and further agrees that there shall be no deduction in pay or time owed by the representative(s) of the PBA involved if he is then working in a regular tour of duty.

B. The Township shall permit members of the PBA grievance committee (not to exceed three (3), two (2) of whom must be the President and the State Delegate) to conduct the business of the committee which consists of conferring with employees and

management on the specific grievance procedures set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness and provided that permission be first obtained from the Commanding Officer at Headquarters.

C. The Township shall permit members of the PBA negotiating committee to attend collective bargaining meetings during the duty hours of members. During the negotiations, the PBA representative(s) so authorized by the PBA, not to exceed three (3), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

D. The Township agrees that the President and/or the delegate of the PBA with the prior permission of the commanding officer may go off post on PBA business, provided that they are not both on the same shift.

E. Time off for PBA Activities. The Employer agrees to grant the necessary time off, without discrimination, to any employee designated by the PBA to attend local, state and international meetings, labor conventions, or to serve in any other official PBA business, provided a seventy-two (72) hour written notice is given to the Employer by the PBA.

F. An authorized representative(s) of the PBA so designated in January for the current calendar year shall have the right to inspect the Employer's pay records,

health and welfare records, and pension fund records of employees at a mutually convenient time.

1. The PBA represents that each and every member of the PBA has consented and does hereby authorize the inspection of his health and welfare record by the PBA when necessary to process a grievance or determine the existence of a grievance.

ARTICLE XXXIII

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime, differentials and general working conditions shall be maintained at not less than the highest standards in effect at the signing of the Agreement.

ARTICLE XXXIV

LEGAL

The Township of Weehawken agrees to provide to all employees all necessary legal advice in defense of charges filed against them in the performance of duty. The Township agrees to pay and satisfy all judgments and settlements of claims for personal injury, death or property damage against said employees. For the purposes of this Article, it is recognized by the Township of Weehawken that an employee is a police officer twenty-four (24) hours a day. Such reimbursement shall be paid subject to the conditions and provisions of applicable statutes.

ARTICLE XXXV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXXVI
REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should

be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed bylaw. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Employer a list of those employees who have not become members of the Association for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Employer, or
- (b) 30 days after the employee begins his or her employment in a

bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employees employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Employer before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation

fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

7. Challenging Assessment Procedure

- (a) The Association agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.
- (b) In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Township pending final resolution of the challenge.

8. Association Responsibility

The Association assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

9. Miscellaneous.

The Association shall indemnify, defend and save the Township 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 Township in reliance upon fair share fee information furnished by the Association or its representatives.

ARTICLE (XXVII)

COPY OF CONTRACT

The Township shall provide all employees in the bargaining unit with a copy of the Agreement.

ARTICLE XXXVIII

POLICE DESK

The Police Desk shall be staffed by a Police Officer/Supervisor, but civilian dispatchers can be employed.

ARTICLE XXXIX

NON-POLICE DUTIES

Police officers shall not be assigned any non-police duties unless a declaration of emergency is made by the Director of Public Safety.

ARTICLE XL

OUTSIDE EMPLOYMENT AND ACTIVITIES

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.

B. It is understood that the full-time employees will consider their position with the Township as their primary employment. Any regular outside employment or activity must not interfere with the employee's efficiency in his position with the Township and must not constitute any conflict of interest. Upon written notification by the Township that the employee's outside employment or activity is interfering with the employee's efficiency in his position and/or constitutes a conflict of interest, the employee shall cease that outside employment or activity.

C. No employee planning to or engaging in any outside employment or activity during his off-duty hours shall be permitted to wear the regulation uniform without permission of the Director of Public Safety.

D. All outside employment shall be listed with the Director of Public Safety. The information provided to the Director of Public Safety shall include the outside employer's name and address and the employees work schedule.

E. This Article does not pertain to special details and assignments made through the Township.

ARTICLE XLII

PERSONNEL FILES

All police officers shall have the right to examine their personnel file after making an appointment with the Deputy Director of Public Safety or his designee.

ARTICLE XLIII

FULLY BARGAINED AGREEMENT

A. In accordance with the law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

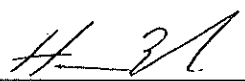
ARTICLE XLIII

DURATION

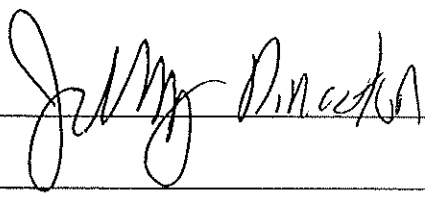
A. This Agreement shall be in full force and effect as of July 1, 2010, and shall remain in full force and effect to and including June 30, 2014, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Weehawken, New Jersey, on this ____ day of _____, 2013.

PBA LOCAL 15



TOWNSHIP OF WEEHAWKEN



SCHEDULE A

POLICE OFFICERS HIRED PRIOR TO MARCH 19, 2003

All Rates Below Shall Be Effective July 1 of Each Year

Rank	2010	2011	2012	2013
Year 6	76,994	78,533	80,104	81,706
Year 7	82,744	84,398	86,086	87,808
Sergeant	95,155	97,058	98,999	100,979
Lieutenant	109,431	111,619	113,852	116,129
Captain	125,842	128,358	130,926	133,544

SCHEDULE B

**POLICE OFFICERS HIRED AFTER MARCH 19, 2003
BUT BEFORE JULY 19, 2005**

All Rates Below Shall Be Effective July 1 Of Each Year

Rank	2010	2011	2012	2013
Academy	25,306	25,812	26,328	26,854
Patrol Start	29,103	29,685	30,278	30,883
Year 1	47,795	48,750	49,725	50,719
Year 2	53,991	55,070	56,171	57,294
Year 3	59,741	60,935	62,153	63,396
Year 4	65,493	66,802	68,138	69,500
Year 5	71,243	72,667	74,120	75,602
Year 6	76,994	78,533	80,103	81,705
Year 7	82,744	84,398	86,085	87,806
Sergeant	95,155	97,058	98,999	100,978
Lieutenant	109,431	111,619	113,851	116,128
Captain	125,842	128,358	130,925	133,543

SCHEDULE C

**POLICE OFFICERS HIRED AFTER JULY 19, 2005
BUT BEFORE JULY 1, 2012**

All Rates Below Shall Be Effective July 1 Of Each Year

Rank	2010	2011	2012	2013
Academy	27,240	27,784	28,339	28,905
Patrol Start	31,325	31,951	32,590	33,241
Year 1	47,795	48,750	49,725	50,719
Year 2	53,991	55,070	56,171	57,294
Year 3	59,741	60,935	62,153	63,396
Year 4	65,493	66,802	68,138	69,500
Year 5	71,243	72,667	74,120	75,602
Year 6	76,994	78,533	80,103	81,705
Year 7	82,744	84,398	86,085	87,806
Sergeant	95,155	97,058	98,999	100,978
Lieutenant	109,431	111,619	113,851	116,128
Captain	125,842	128,358	130,925	133,543

SCHEDULE D

POLICE OFFICERS HIRED AFTER JULY 1, 2012

All Rates Below Shall Be Effective July 1 of Each Year

Rank	2012	2013
Academy	28,339	28,905
Patrol Start	32,590	33,241
Year 1	39,277	40,062
Year 2	45,964	46,883
Year 3	52,651	53,704
Year 4	59,338	60,525
Year 5	66,025	67,346
Year 6	72,712	74,167
Year 7	79,399	80,988
Year 8	86,086	87,808
Sergeant	98,999	100,978
Lieutenant	113,851	116,128
Captain	130,925	133,543