

AGREEMENT

Between

TOWN OF KEARNY

and

KEARNY POLICEMEN'S BENEVOLENT ASSOCIATION  
SUPERIOR OFFICERS'S ASSOCIATION

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January 1, 2009 to December 31, 2012

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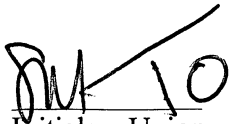
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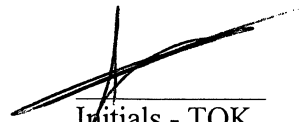
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This general agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **TOWN OF KEARNY**, a municipal corporation in the County of Hudson, hereinafter referred to as the "Employer" and **KEARNY POLICEMEN'S SUPERIOR OFFICER'S ASSOCIATION** hereinafter referred to as the "Union" or the "SOA"

**WHEREAS**, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment.

**NOW, THEREFORE**, in consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

  
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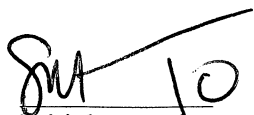
**ARTICLE I - RECOGNITION AND SCOPE OF AGREEMENT**


Section 1. The Employer hereby recognizes the SOA bargaining agent as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 2, herein for the purposes of collective bargaining and all activities and processes relative thereto. The SOA shall notify the Town Clerk in writing when the name of the bargaining agent changes.

Section 2. The bargaining unit shall consist of all sworn employees or members of the Police Department of the Town of Kearny, New Jersey, with the rank of Sergeant, Lieutenant and Captain, now employed or hereinafter employed.

Section 3. This agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4. This agreement shall be binding upon the parties hereto and their successors.

  
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## ARTICLE II - COLLECTIVE BARGAINING PROCEDURE

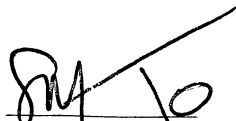
Section 1. Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his/her designee, and the SOA bargaining agent, or his/her designee, shall be the respective bargaining agents for the parties.

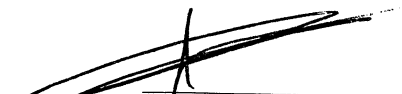
Section 2. Collective bargaining meetings shall be held at the times and places mutually convenient at the request of either party.

Section 3. Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments.

Section 4. Ordinarily, not more than nine (9) additional representatives of each party shall participate in collective bargaining meetings.

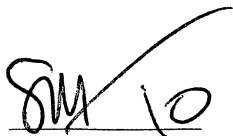
Section 5. No representative of the Employer shall meet with any member of the bargaining unit other than an authorized representative of the SOA nor shall any member of the bargaining unit, without specific authority by the SOA meet with a representative of the Employer for the purpose of discussing wages, hours or conditions of employment or other matters which are properly subjects of collective negotiations between the parties without prior notification to the


  
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SOA and the Town of such meetings and without the presence at such meetings of a representative of the SOA designated by the President of the SOA and a representative of the Employer.

The aforesaid provisions of Section 5 are not intended to prohibit, restrain, interfere with or affect in any way the collective bargaining process or labor management relations activities between the parties, including but not limited to, meetings and discussions between authorized representatives of Employer and the SOA during the term of this agreement, the grievance procedure set forth in this agreement and any other meetings or discussions required under this agreement or necessary for the proper implementation and performance of the terms of this agreement.

  
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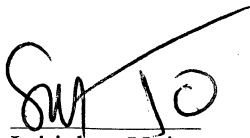
  
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### ARTICLE III - CONDUCTING UNION BUSINESS

Section 1. The Employer shall permit members of the Union Grievance Committee (not to exceed three), to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said 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.

Section 2. The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of members. However, only three (3) members of such Committee shall be permitted to attend such meetings without loss of pay, each for a maximum of four (4) meetings.

Section 3. The Employer agrees to grant the necessary time off without loss of pay to the SOA bargaining agent and/or assistant bargaining agent to conduct SOA business. The Employer further agrees that said official shall be granted time off without loss of pay to attend in an official capacity as representatives of the SOA, funerals for any member of the Kearny Police Department who dies while in active service and other police officers who have given their lives in the line of duty. Nothing herein shall prevent the Chief of Police from allowing said time off in his/her discretion for attendance at funerals of retired members of the Kearny Police Department.

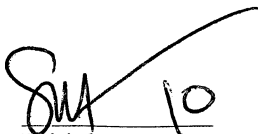
  
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**ARTICLE IV - DISCRIMINATION AND COERCION**

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

  
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**ARTICLE V - PAY TREATMENT FOR EXTENDED ILLNESS**

Section 1. The Employer agrees to pay employees at their regular rate of pay during periods of disability due to illness, injury or recuperation therefrom, for a maximum period of one year from the date of such disability, provided such employee is incapable of performing his/her duties as a police officer and that such disability is established by a competent physician.

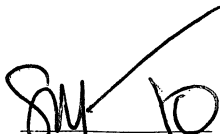
Section 2. The Employer retains the right to extend this period of payment for disability due to illness or injury beyond one year on its own discretion.


Section 3. The Employer may require at any time during the period of such extended disability as described in Section 2 above, that the employee be examined by a physician selected by the Employer for such purpose.

Section 4. In the event a disagreement arises with respect to the existence or extent of the disability, such issue shall be determined by a physician agreed to by and between both of the parties to this agreement; i.e., the Employer and the Union.

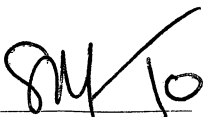
Section 5. The cost of providing a doctor's certificate to establish the existence or extent of disability as may be required under this Article shall be borne by the Employer.


Section 6. Whenever a member of the bargaining unit is injured in the course of his/her

  
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employment, the cost of all medical treatment required as a result of such injuries shall be paid by the Employer, provided, however, that such medical treatment is provided or directed by a physician of the Employer's choice.

  
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## ARTICLE VI - UNION SECURITY

Section 1. Insofar as permitted by law, the Employer agrees to deduct from the pay of all employees of the Police Department, initiation fees, dues and assessments as required by the PBA By-Laws and other Union rules and regulations duly enacted. All such deductions shall be paid over to the properly designated Union official monthly on a regular recurring basis.


### Section 2. Representation Fee.

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

(b) Notification - Prior to the beginning of each membership year, the PBA will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for that membership year.

(c) Certification - The PBA will certify to the Employer before the start of each membership year that the amount of the representation fee to be assessed does not exceed eighty-five (85%) percent of dues, fees and assessments, or the maximum allowed by law, and does not include any amount of dues, fees and assessments that are expended:

1. for partisan, political or ideological activities or causes that are only incidentally related to the terms and conditions of employment, or
2. applied toward the cost of benefits available only to members of the majority


  
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representative.

(d) Demand and Return - The PBA agrees that it will, in conformity with the applicable laws, establish a demand and return system for all employees and will present appropriate evidence of the existence of such a system to the Employer.

(e) The PBA shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Employer in conformance with this provision.

  
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## ARTICLE VIII - HOURS OF WORK AND WORK SCHEDULE

Section 1. The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period, except as mutually agreed to by the parties.

Section 2. Tour employees shall work tours of four (4) consecutive days followed by two (2) days off. There shall be sixteen (16) hours off between scheduled shifts unless mutually agreed to by the parties. All non-tour men shall work a regular five (5) day week unless mutually agreed to by the parties, or in accordance with the practices in effect as of this date.

  
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## ARTICLE IX - OVERTIME

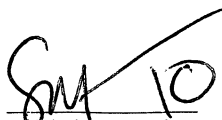
Section 1. The Employer agrees that overtime pay consisting of time and one-half shall be paid to all employees covered by this agreement for overtime work, i.e., hours worked in excess of the regular work day consisting of eight consecutive hours in a twenty-four period of hours worked on his/her regularly scheduled day off, or during scheduled vacation periods.


Section 2. When an employee is required to work overtime for overtime pay, he/she shall be paid for a full hour for any portion of an hour worked at the prevailing overtime rate as set forth in Section 1, above.

Section 3. Employees who work overtime and are entitled to overtime pay as provided in Section 1 of this article, shall be paid such overtime pay in the wages for the pay period next following the pay period when such overtime is worked.

Section 4. All overtime work shall be offered to members of this unit on a rotating seniority basis.

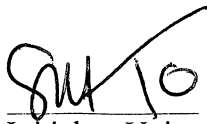
Section 5. Subject to the above provisions, overtime work shall be offered and distributed in an equitable manner among all members of this unit.


  
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## ARTICLE X - MUSTER TIME PAY ALLOWANCE

It is recognized that employees may be required for the purpose of muster at the commencement of a tour to report fifteen (15) minutes in advance of the tour starting time. In accordance with this recognition, overtime pay as provided for in Article IX, entitled Overtime, shall not be paid for the fifteen minutes muster time period, but each employee shall have the sum of .6% added to his/her base pay, annually, in addition to his/her regular pay and other benefits, which shall be known as muster time pay. Except for such muster time pay, all employees who work overtime shall be paid at the prevailing overtime rates as set forth in Article IX, entitled Overtime.


  
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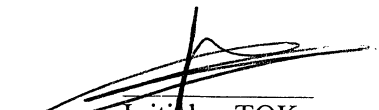
  
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**ARTICLE XI - MINIMUM PAY - CALL IN TIME**

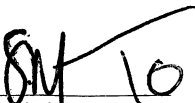
In the event an employee is called in to duty for other than his/her normal assignment or at times or on days during which he/she is not regularly scheduled for duty, he shall be paid overtime at the prevailing rate as set forth in Article IX, Overtime, for all time worked during such period, but in no such case shall he/she be paid for less than three (3) hours at said overtime rate irrespective of actual time worked.


  
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**ARTICLE XII - MINIMUM PAY - COURT OR OTHER APPEARANCES**

In the event an employee is required to appear in any Court of this State, any other State or in any Federal Court or before any administrative tribunal or grand jury as a witness or otherwise at a time or on a day when said employee is not working or scheduled to work, in connection with a matter arising out of hisher employment as a police officer, the employee shall be paid a minimum of three (3) hours pay each day, as set forth in Article XI, entitled Minimum Pay - Call in Time, at the prevailing overtime rate set forth in Article IX, entitled Overtime, and a maximum of five (5) hours pay each day at the said prevailing overtime rate, irrespective of actual time in attendance before such Court or Tribunal.

  
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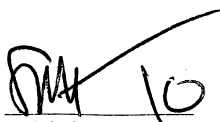
## ARTICLE XIII - VACATION

Section 1. All employees covered by this agreement who have completed three (3) or more years of service shall receive twenty-nine (29) working days of vacation with pay annually. Such entitlement shall be effective for the year during which the third year of employment is completed.

Section 2. All employees who have not concluded one (1) year employment shall receive one day's vacation for each month of employment during the first calendar year of employment.

Section 3. All employees who have concluded one (1) year but not concluded three (3) years of employment shall receive seventeen (17) working days vacation with pay annually.

Section 4. All employees in addition to all other allowable vacation time shall receive an additional vacation day for every five (5) years of service. The additional vacation day shall be considered earned as of January 1st of each year, if the employee shall have completed, or will complete his/her necessary years of service during said calendar year. Effective July 1, 2005, vacation entitlement will be prorated in the year of termination of employment with the Town except in the case of retirement (either ordinary service or for disability) where vacation entitlement shall not be prorated.

  
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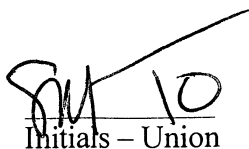
Section 5. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacations must be left to the Employer but the following conditions shall be observed, in such scheduling:

(a) Employees desiring specific vacation periods during the months of January through June must request such vacation periods by January 1st. Employees desiring vacation periods during the months of July through September must request such vacation by March 15th and employees desiring vacation periods during the months of October through December must request such vacation by June 1st. Request for vacation periods shall not be unreasonably denied and the Employer shall approve or reject such request within a reasonable time after the time within such request must be made in accordance with this contract. In determining the allocation of requested vacation periods, seniority in rank shall govern.

(b) No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one time.

(c) Vacation period assignments during June, July and August shall be based exclusively upon seniority among the employees.

(d) No employee shall be assigned more than two (2) weeks vacation during June, July and August.

  
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Section 6. All employees covered by this agreement shall be entitled to their vacation days in single days off or any combination of consecutive days. These consecutive days must be taken in accordance with the provisions set forth in Article XIII, Section 5 of this agreement, in addition:

(a) Notice shall be given at least seventy-two (72) hours in advance of any single day or other combination of vacation days taken. Exception: In cases of emergency where 72 hours notice cannot be given, maximum notice possible, if any, under the circumstances shall be given. There shall be a maximum of twelve (12) emergency vacation days (EVDS) that may be taken during a calendar year; except that each officer may only use two (2) EVDS from Thanksgiving to December 31. All vacation days including single vacation days and EVDS are subject to approval by the Chief of Police or his/her designee which approval shall not be unreasonably denied.

(b) Vacation days may precede or succeed regular days off or other authorized non-work days.

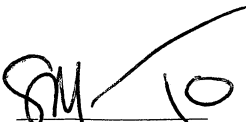
(c) For the purpose of control, it will be necessary for any employee who requests any vacation period during the following designated days, to take a minimum of four (4) consecutive working days off.

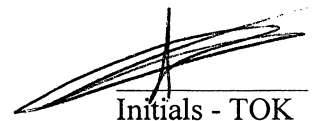
New Years Eve

Thanksgiving

Christmas Eve

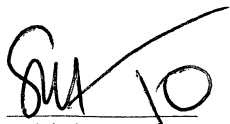
Christmas

  
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**ARTICLE XIV - DEATH IN FAMILY**

The Employer agrees that all employees covered by this contract shall be permitted bereavement leave with pay, not to exceed four (4) working days beginning on the first work day following the date of death of spouses, children, brothers, sisters, mothers, fathers, mother-in-law or father-in-law, sister-in-law and brother-in-law, grandparents of employee or employee's spouse or any member of employee's household.

  
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**ARTICLE XV - HOLIDAYS**

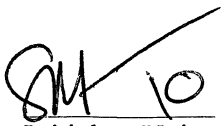
Section 1. The following shall be recognized as paid holidays under this Agreement.

- |                             |                        |
|-----------------------------|------------------------|
| New Years Day               | Labor Day              |
| Martin Luther King's Day    |                        |
| Washington's Birthday       | Election Day (General) |
| Lincoln's Birthday          | Veteran's Day          |
| Easter Sunday               | Thanksgiving Day       |
| Memorial Day                | Christmas Day          |
| July 4th (Independence Day) |                        |

If a holiday is declared to commemorate the event of September 11, 2001 it shall be added to the above list of holidays.

Section 2. It is recognized by both parties that employees of the Police Department may not by reason of Departmental Business enjoy the aforesaid holidays, except the employee's birthday as set forth in Section 3, by not working on those dates. In the event any of the aforesaid allowed paid holidays falls on a non-duty day, said holiday shall be deemed to have fallen on the next scheduled working day.

Section 3. Each employee may observe his/her birthday by not working on such day after having given seventy-two (72) hours notice and in such case shall be paid for such day at his/her regular rate of pay. In the event an employee's birthday falls on a day upon which the employee is not scheduled to work, he/she may observe such holiday after notice on the next work day after the date upon which his/her birthday falls. In the event the employee elects to work on his/her birthday, the employee shall be paid for his/her birthday in the same manner as other

  
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holidays.

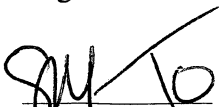
Section 4. In recognition of the two different work schedules (tour schedule of four on and two off 8 hour shifts and non tour schedule of five on two off 8 hour shifts) that results in non tour employees working approximately 17 days more per year, the parties agree to incorporate the terms of the settlement of the dispute concerning entitlement of non tour employees to receive 10 holidays off per year plus holiday pay as follows:

A. All employees covered by the agreement shall continue to receive holiday pay in accordance with the provisions of Article 15 – Holidays set forth in the current collective negotiations agreement and except as otherwise provided herein shall work the holidays listed in Article 15 when scheduled to work with no additional compensation.

B. Employees working the 5 on 2 off shift shall also receive the following holidays off from work without loss of regular salary but with no additional holiday pay:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
July 4<sup>th</sup> (Independence Day)  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Day

C. In the event that an employee who normally works the 5 on 2 off shift is required to report for duty on any of the above listed holidays, such employee shall receive flex time on an hour for hour basis for all hours worked during the normal hours of work for such employee. There shall be no minimum pay in connection with such recall work assignment as might otherwise be required under Articles 11 or 12 of the CNA.

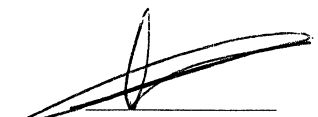
  
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D. If an employee working the 5 on 2 off schedule is recalled on any of the above listed holidays during hours when he/she would not normally be scheduled to work, such hours shall be compensated in pay at the rate of time and one-half, again with no minimum guarantee applicable. In the event that the recall covers both normal work hours and overtime hours, the employee will receive hour for hour flex time for normal work hours and time and one-half in cash for overtime hours.

  
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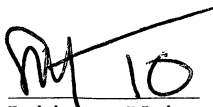
  
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**ARTICLE XVI - HOSPITAL, MEDICAL AND LIFE INSURANCE**

Section 1. The Employer agrees to maintain health insurance coverage through the New Jersey State Health Benefits Plan for all employees and their dependents as defined under the respective policies of insurance as those policies may be amended or modified. Effective upon contract signing and completion of an open enrollment period, the employer shall provide New Jersey Direct 15 and the available HMOs with no premium contribution by employees, but those employees electing coverage under the Direct 10 Plan shall pay the difference in cost between the Direct 10 and Direct 15 to the Town by way of payroll deduction.

The Employer shall have the option to change the specific insurance provider so long as the benefits and conditions are equal to or better than those provided at the time of such change.

Section 2. The Employer further agrees to provide at no cost to all current eligible retired employees who have been prior to retirement employees covered by this Agreement and to their spouses and dependents health insurance coverage that is provided for active employees. Eligible employees who retire after the date of contract ratification and their eligible dependents will maintain the same health benefits during their retirement that were in effect on the effective date of their retirement. This includes the same level of contribution, if any in effect at the date of retirement unless there is a change of status in retirement in which event the contribution will be adjusted to reflect that change in status at the time it occurs. It is understood by both parties that the level of benefits provided through

  
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the State Health Benefits Plan, as that Plan may be amended or modified, satisfies the requirements of Sections 1 and 2 of this article.


Section 3. The Employer agrees to provide at no expense to the employees, a five thousand (\$5,000.00) dollar Life Insurance Policy for all employees covered by this Agreement. The Employer agrees to provide, at no expense to the employees, upon their retirement, a five thousand (\$5,000.00) dollar Life Insurance Policy. This retirement policy shall include all those patrolmen working for the Employer as of January 1, 1982.

Section 4. The Employer shall provide each member of the unit with a dental insurance program by Delta Dental. The coverage shall be no less than 80% by the Plan and 20% by the member of the unit. The annual deductible for the single plan shall be \$50.00 and for the family plan \$150.00. The Employer shall pay the full cost of the premium for said insurance. Annual coverage shall be \$2000.00 and orthodontia an additional \$1000.00. All retired employees who have been, prior to retirement, employees covered by this agreement, shall be allowed to, at the retiree's option, remain in the dental insurance program by Delta Dental at the retiree's sole expense.

Section 5. a) The Employer at its cost shall provide to all employees and their dependants a Prescription Drug Plan. Each prescription and renewal shall be paid for by the Employer subject to a co-payment by the employee, which shall not exceed \$5.00 for brand name drugs and \$1.00 for generic drugs, per prescription or renewal.

The Town will reimburse each employee for any co-payment in excess of \$1.00 for generic or \$5.00 for brand name upon the submission of valid receipts. This reimbursement will be made within 45 days of the close of each quarter upon receipt of a quarterly voucher. If the employer fails to reimburse the employee for a covered claim within the set time period, the

  
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PBA or SOA will notify Administration of the non-payment, and the Town shall have a 15-day period thereafter to cure the default. If the employer fails to cure the default within the 15-day extension, it shall incur liquidated damages of \$100.00 per employee who has submitted a covered claim or claims that were not timely paid in addition to the obligation to pay said claim or claims themselves.

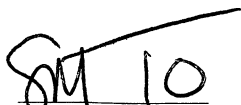
This agreement is made for the sole purpose of avoiding the costs of litigation and thus, it is made without prejudice to the respective positions of the parties and shall not be construed that one party has prevailed in this dispute over the other party.

b) The Employer further agrees to provide at no cost to all qualified retired employees under State Statute who have been prior to their retirement employees covered by this agreement and their dependants a Prescription Drug Plan. Each prescription and renewal shall be paid for by the Employer subject to a co-payment by retired employees, which shall not exceed \$5.00 for brand name drugs and \$1.00 for generic drugs, per prescription or renewal.

1) The Employer will reimburse directly to the retired employees any co-payment in excess of the \$5.00 and \$1.00 co-pay plan upon the submission of valid receipts.

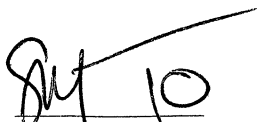
2) The Employer shall reimburse the retired employee within 45 days of the close of each quarter upon receipt of the quarterly voucher. If the Employer fails to reimburse the retiree for a covered claim within the set time period, the Employer shall incur a liquidated damages liability to the retiree in the amount of \$100.00 per submitted and undisputed claim, in addition to the underlying claim.


Should the Employer change prescription plans, the new plan must be equal to or better than the State Health Benefits Plan.

  
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Section 6. Effective July 1, 2005, the spouse and dependants of any officer who dies while employed by the Employer shall receive all health benefits (medical, prescriptions and dental) enjoyed while the officer was an active employee at the Employer's expense, unless such benefits are provided at the expense of the State of New Jersey. The benefits shall continue for said officer's surviving spouse in the same manner as for a surviving spouse of a retiree and for dependants until they become emancipated. Employees who are hired on or after July 1, 2005 and who die while off-duty must have a minimum of four (4) years of New Jersey creditable PFRS service at the time of death to be eligible for this benefit.


  
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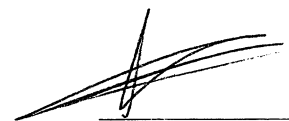
  
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**ARTICLE XVII - CLOTHING ALLOWANCE**

Section 1. A clothing allowance in the amount of \$1000.00 per year shall be paid by the Employer to all employees covered by this agreement. Payment of the clothing allowance shall be made in two installments, one half to be paid the first pay period in May and the second half to be paid the first pay in December.

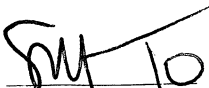
Section 2. The Employer will provide bullet proof vests to all new police officers upon successful completion of their training academy. Current employees will have their vests replaced on an as needed basis as determined by the SOA, with a maximum of 20 vests per year provided to SOA members. (Class 3A threat level).

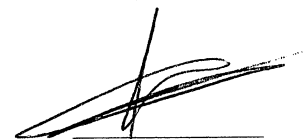
  
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**ARTICLE XVIII - LIABILITY INSURANCE**

The Employer agrees to provide liability insurance coverage in an adequate sum covering its employees who are covered by the agreement during the performance of duties.

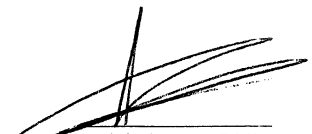
  
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## ARTICLE XIX - BULLETIN BOARD

The Employer shall permit the Union reasonable use of all Bulletin Boards located in the respective Police facilities for posting notices concerning Union business and activities, but no such notice shall contain salacious, inflammatory or anonymous material.

  
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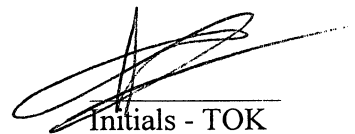
  
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**ARTICLE XX - PENSIONS**

The Employer shall provide pension and retirement benefits to employees covered by this agreement pursuant to provisions of the statutes and laws of the State of New Jersey.


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**ARTICLE XXI - DISCHARGE OR SUSPENSION**

No employee shall be disciplined or discharged without just cause. Except as covered by Department of Personnel rules and regulations an employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled GRIEVANCE PROCEDURE and ARBITRATION.

  
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## ARTICLE XXII - GRIEVANCE PROCEDURE

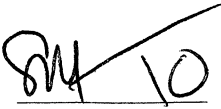
Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

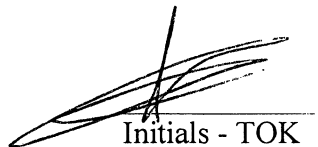
Section 2. Complaints may be initiated by an individual employee to the Police Chief or his Deputy. If the complaint is not adjusted satisfactorily at this level and the employee wishes to enter a grievance, it shall be presented by the authorized Union representatives.

Section 3. When the Union wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

**Step 1.** The SOA representative or his/her duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his/her duly designated representative. The Police Chief shall answer the grievance orally within five (5) days.


**Step 2.** If the grievance is not resolved at Step 1, or no answer has been received by the Union within the time set forth in Step 1, the grievance may be presented in writing to the Mayor and Town Council. The final decision of the Mayor and Town Council shall be given to the Union in writing within fourteen (14) days after receipt of the grievance by the Mayor and Council.

  
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Section 4. If the grievance has not been settled by the parties at Step 2 of the Grievance Procedure, or if no answer in writing by the Mayor and Town Council has been received by the Union within the time provided in Step 2, the Union may demand arbitration of the grievance in accordance with Article XXIII, ARBITRATION, hereinafter set forth.

Section 5. Nothing herein is intended to deny an employee the right of appeal as expressly granted in DOP rules and regulations for the State of New Jersey.

  
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## ARTICLE XXIII - ARBITRATION


Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.


Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement and the relief sought. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in its Rules and Regulations.

Section 3. The decision of the Arbitrator shall be in writing and shall include the reasons for such finding and conclusion.

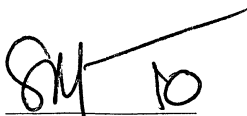
Section 4. The decision of the Arbitrator shall be final and binding on the Union and the Employer.


Section 5. Where an employee has exercised his/her right of appeal as expressly granted in the DOP rules and regulations or Statutes of New Jersey, there shall be no right to arbitration under the provision of this Article.

  
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Section 6. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be shared by both parties and each of the parties shall bear its own costs.

  
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**ARTICLE XXIV - WAGES**

Section 1. The salary differential between ranks shall be as follows:

|  |       |
|--|-------|
| Between Sergeant and top paid patrol officer | 17.5% |
| Between Lieutenant and Sergeant              | 12.5% |
| Between Captain and Lieutenant               | 12.5% |

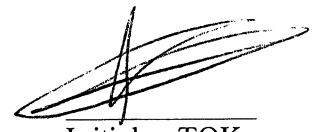
Section 2. Based on the rank differential set forth in Section 1, the following salary schedule shall be effective and retroactive to the period commencing January 1, 2009 and ending December 30, 2012 and salaries shall be paid in accordance therewith:

| RANK       | 1-1-09  | 1-01-10 | 1-01-11 | 1-01-12 |
|------------|---------|---------|---------|---------|
| SERGEANT   | 99,067  | 102,286 | 105,610 | 109,042 |
| LIEUTENANT | 111,450 | 115,072 | 118,811 | 122,673 |
| CAPTAIN    | 125,381 | 129,452 | 133,663 | 138,007 |

Section 3. Detective Sergeants, Lieutenants and Captains shall be paid a stipend, prorated where applicable, during service in the Detective Bureau that is fifty (\$50.00) dollars per year above the Detective stipend.

Section 4. The bi-weekly pay plan shall be maintained.

  
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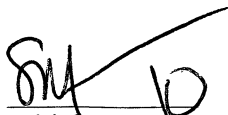
**ARTICLE XXV - LONGEVITY**

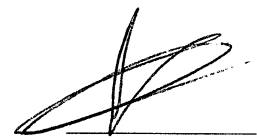
Section 1. Each employee covered by this agreement shall be paid in equal installments in his regular pay check in addition to the rates of pay set forth in Article XXIV herein, a longevity increment based upon years of service with the Kearny Police Department in accordance with the following schedule:

| Years of Service | Percentage of Salary |
|------------------|----------------------|
| 4 to 7           | 2                    |
| 8 to 11          | 4                    |
| 12 to 15         | 6                    |
| 16 to 19         | 8                    |
| Beginning 20     | 10                   |

Section 2. Effective July 1, 2005, the following adjustments were made to the longevity plan:

| <u>Employee Hired Prior to 7/1/05</u> |                          | <u>Employee Hired on or After 7/1/05</u> |                          |
|---------------------------------------|--------------------------|--|--------------------------|
| <u>Years of Service</u>               | <u>Percent of Salary</u> | <u>Years of Service</u>                  | <u>Percent of Salary</u> |
| 4 to 7                                | 2%                       | 10 to 13                                 | 4%                       |
| 8 to 11                               | 4%                       | 14 to 17                                 | 6%                       |
| 12 to 15                              | 6%                       | 18 to 21                                 | 8%                       |
| 16 to 19                              | 8%                       | 22 to 23                                 | 10%                      |
| 20 to 23                              | 10%                      | Beginning 24                             | 12%                      |
| Beginning 24                          | 12%                      |  |                          |

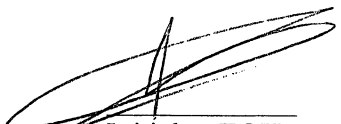
  
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Section 3. Each employee shall qualify for the longevity increment on the 1st day of January of the year in which the anniversary of his employment falls. Longevity shall be prorated in the year of termination for those employees who resign their employment with the Town or are discharged for cause. Officers who retire (either service or disability) are not prorated. Longevity payments shall be due and payable as set forth in Article XXVI.

  
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**ARTICLE XXVI - SCHEDULE FOR PAYMENT OF CERTAIN BENEFITS**

The Employer shall pay certain of the contractual benefits under this agreement in accordance with the following schedule:

(a) Payment of holidays shall be included in an officer's base pay and paid in equal installments in his/her regular pay check.


(b) Muster-time pay shall be included in an officer's base pay and paid in equal installments in his/her regular pay check.

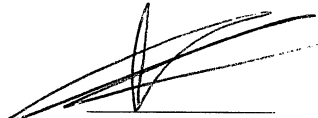
(c) Longevity increments shall be included in an officer's base pay and paid in equal installments in his/her regular pay check.

(d) Night hazard differential pay shall be paid on the second pay day in December of each year.

(e) Retroactive payment of all fiscal benefits provided for under this agreement including but not limited to, wages and the benefits scheduled for payment under this Article, shall be paid as soon as possible after the execution of this agreement.

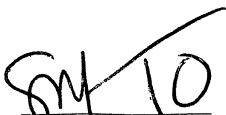
(f) The \$350.00 payment for continuing education and training shall be paid on the first pay day of September of each year.


  
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## ARTICLE XXVII - ACCESS TO PERSONNEL FILES

The Employer agrees to permit each employee full inspection and examination without restriction of his/her personnel file at least once during each calendar year upon request by the employee. The inspection shall take place in a private place provided by the Employer at reasonable hours during the day. The Employer may require that such inspection and examination take place in the presence of the Chief of Police or his/her designee and the employee may, at his/her option, have a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings, or information contained in his/her personal file. The employee shall have the right to challenge any statements therein. If he/she believes any material is inaccurate or incomplete, he/she may submit a grievance and process the same through the grievance procedure.


  
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## ARTICLE XXVIII - TERMINAL LEAVE

Each employee covered by this agreement shall be entitled to and granted terminal leave of sixty-five (65) days, with pay at the time of his retirement. Such leave may be taken for purposes of early retirement or an employee may work until retirement at which time he shall be entitled to a terminal leave payment equivalent to sixty-five (65) days' pay.


  
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## ARTICLE XXIX - HOUSEHOLD MEMBER ILLNESS

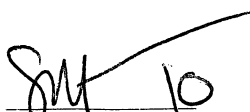
Employees covered by this agreement shall be granted leave without loss of pay up to a maximum of five (5) working days in cases where a member of the employee's household is seriously ill or has given birth to a child, provided the employee has no unused vacation time remaining during the calendar year in which the illness or birth occurs.


  
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## ARTICLE XXX - TRAINING SCHOOLS

Employees who attend Police Training Schools and are required by such attendance to remain overnight away from home, shall be paid the sum of twenty (\$20.00) dollars per day during such attendance for expenses. In addition thereto, such employees will be entitled to receive reimbursement for travel expenses as provided for in this agreement. The Employer agrees not to discriminate in the assignment of members to training schools and to assign said members in accordance with the professional needs of the Kearny Police Department.

  
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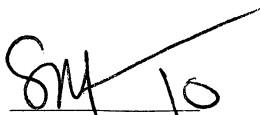
  
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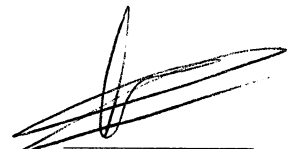
## ARTICLE XXXI - EDUCATIONAL BENEFITS

Section 1. The Employer agrees to pay the cost of education benefits for education courses taken by employees which constitute a benefit to and which are directly related to his employment activities, subject however, to the following limitations:

- (a) Courses must be taken at an accredited college or university.
- (b) Payment will be made at a maximum of \$25.00 per credit.
- (c) Payment for the cost of books shall not exceed \$40.00 per year.
- (d) Payment shall be made in the form of reimbursement to the employee at the rate of 50% per year of said reimbursement costs, as hereinabove defined, payable over two years.
- (e) The Employer shall deduct from said reimbursement cost federal grant and aid funds which have been received by employee, but federal grant and aid shall not include veteran's benefits. Vouchers showing receipted payments for all books and credits must be submitted before any payments can be made.

Section 2. Effective and retroactive to January 1, 1995, all officers shall receive a \$350.00 annual bonus for continuing education and training.


  
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**ARTICLE XXXII - REIMBURSEMENT OF TRAVEL EXPENSES**

In the event an employee is required to use his/her automobile to travel on business relating to his duties as a police officer, including but not limited to travel to and from court appearances and to and from training schools, such employee shall receive fifteen (\$.15) cents per mile for automobile use together with reasonable parking costs and toll fees. Effective July 1, 2005, the fifteen (\$.15) cents per mile reimbursement provided for herein shall be increased to the rate allowed by IRS regulations.


  
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**ARTICLE XXXIII - NIGHT HAZARD DIFFERENTIAL**

Section 1. There shall be a paid night hazard differential to all employees working the third shift which currently consists of hours from 10:00 <sup>PM</sup> p.m. to 6:00 <sup>AM</sup> a.m. subject to modification by the Chief of Police. The amount of night hazard differential shall be five (5%) percent of the employee's salary earned while working the third shift hours.

  
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## ARTICLE XXXIV - DISCIPLINARY HEARING - RIGHTS OF POLICE OFFICERS

In the event any member of the unit is or may become the subject or target of an investigation which may subject such members to discipline or a disciplinary hearing, the parties agree that for the purpose of insuring that the investigations are conducted in a manner which is conducive to good order and discipline and protective of the rights of employees, the following rules are adopted:

(a) The members shall be given written notice of the charges together with the name of the complainant a reasonable time before any interrogation takes place or written or oral report is required.

(b) If an interrogation of a member is to take place or if a member is required to file a written or oral report, he/she shall be advised as to whether such interrogation or report is required of him/her as a witness or as a potential target of an investigation.

(c) If a charge is brought against a member of the unit, a hearing on the charge must be brought within sixty (60) days of the date written notice of the charge is received by the members.

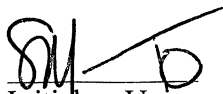
(d) The member shall have the right to legal counsel of his/her choice.


(e) The member shall have the right of discovery and production of documents from the Town without limitation.

(f) The member shall have the right to refuse to take polygraph or similar type lie detector equipment without fear of departmental discipline for such refusal.

(g) The member shall have the right to refuse to testify at his/her disciplinary hearing without fear of departmental discipline for such refusal.


(h) The member shall have the right to refuse in any way to prepare to give written or oral reports in connection with any manner in which the said member may be the target of an

  
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investigation leading to a disciplinary charge and proceeding without fear of departmental discipline for such refusal in any case where a report has already been filed relating to such matter or in any case where the matter under investigation relates to the private conduct only of the police officer while not on duty.

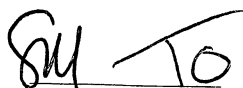
  
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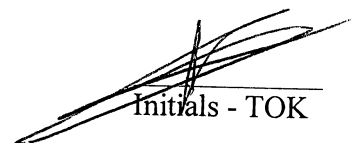
  
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**ARTICLE XXXV - DURATION**

Section 1. This agreement shall be in effect from the 1st day of January, 2009 to and including the 31st day of December, 2012.

Section 2. At least 50 days prior to the expiration of this agreement, the parties hereto agree to commence negotiations for a new Collective Bargaining Agreement.


  
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**ARTICLE XXXVI - RETROACTIVITY**

All agreements made herein relative to wages and other fiscal benefits as agreed upon subsequent to January 1, 2009 shall be retroactive to January 1, 2009, except as otherwise provided herein.

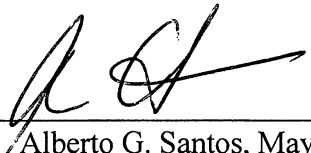
  
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this     day  
of     , 2010.

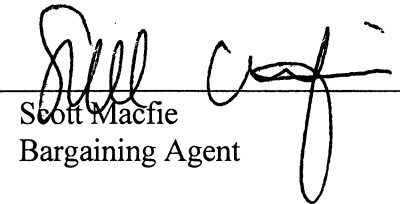
**TOWN OF KEARNY**

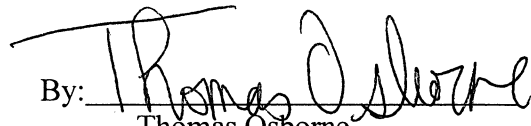
Attest:

By:  7-2-10  
Alberto G. Santos, Mayor


**KEARNY POLICEMEN'S  
BENEVOLENT ASSOCIATION  
SUPERIOR OFFICERS ASSOCIATION**

Attest:

By:   
Scott Macfie  
Bargaining Agent

By:   
Thomas Osborne  
Representative

  
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