

A G R E E M E N T

between

CITY OF BAYONNE

and

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 7

July 1, 2013 through December 31, 2018

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A G R E E M E N T

THIS AGREEMENT, made as of the first day of August, 2015, between the City of Bayonne, hereinafter referred to as "City" or "Employer" and New Jersey State Policemen's Benevolent Association, Bayonne Local Number 7, hereinafter referred to as the "PBA",

WITNESSETH:

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

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

ARTICLE 1

RECOGNITION

Section 1. The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all its police officers in its Police Department in Bayonne, New Jersey, but excluding superior officers and all other employees. Police officers, as used herein, shall mean all male and female police officers below the rank of Sergeant, including Patrolmen, Patrolwomen and acting Detectives.

Section 2. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the

Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

Section 3. The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

ARTICLE 2

MANAGEMENT RIGHTS

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

Section 2. It is further agreed and understood that all rights of management are retained by the City unless otherwise specifically restricted by this Agreement and/or the provisions of the New Jersey Employer-Employee Relations Act. This right shall include, but shall not be limited to the right to:

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

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

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

or Inspector in charge of his division and present to such officer a statement of the grievance in writing. The superior officer shall render his decision in writing within five (5) calendar days after presentation of a grievance to him.

STEP THREE

If the aggrieved person is not satisfied with the decision under Step Two or if no decision has been rendered within five (5) calendar days after presentation of the grievance to the superior officer, the aggrieved person may present the written grievance to the Chief. The Chief shall render his decision, in writing, within seven (7) calendar days after the presentation of the grievance to him.

STEP FOUR

In the event that the aggrieved person is not satisfied with the decision of the Chief at Step Three, or in the event that no decision has been rendered by the Chief within seven (7) calendar days after presentation of the grievance to him, the matter shall be presented by the aggrieved person or the PBA on his behalf to the Director of the Department of Public Safety. The Director shall render his decision, in writing, within seven (7) calendar days after the presentation of the grievance to him.

STEP FIVE

In the event that the PBA is not satisfied with the decision of the Director, the PBA, on the grievant's behalf has fifteen (15) calendar days in which to request binding arbitration.

A. Such request for arbitration shall be made in writing to the Public Employment Relations Commission for the submission of a panel to select an arbitrator pursuant to the procedure of the Agency.

B. The Arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing.

C. The costs for the services of the Arbitrator shall be borne equally by the City and the PBA. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

D. A grievance affecting a class of employees under Article 1 may be submitted by the PBA on behalf of said named group at the appropriate Step of the grievance procedure.

E. Charges or Complaints Against Employees:

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

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

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

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

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

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

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

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

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

(g) In all cases wherein a member is to be interrogated concerning an alleged violation of the Department rules and regulations which, if proven, may result in his dismissal from the service, he shall be afforded, if he so requests, a reasonable

opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Policemen's Benevolent Association before being interrogated. An attorney of his own choosing and/or a representative of the Police- men's Benevolent Association may be present during the interrogation, but may not participate in the in- terrogation except to counsel the member. However, in such cases, the interrogation may not be postponed for the purpose of counsel and/or representative of the Policemen's Benevolent Association past 10:00 A.M. of the day following notification of inter- rogation.

(h) Requests for consultation and/or repre- sentation during the recording of questioning in investigations shall not be denied unless suffi- cient reasons are advanced by the Employer in writing.

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

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

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

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

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

ARTICLE 4

SALARIES

Section 1. All police officers shall receive the following increases effective:

July 1, 2014	2.0%
July 1, 2015	3.0%
July 1, 2016	3.0%

The salaries and salary scales are reflected in the attached Appendix 1.

Section 2. Payroll checks shall be delivered by approximately 9:15 a.m. on the date they are due, barring unforeseen circumstances.

Section 3. The hourly rate for all purposes shall be calculated by dividing the annual pensionable salary by 1,733.

Section 4. The starting rate of pay for employees shall remain at \$37,922.00 per annum until December 31, 2018. The wage scale for employees provides for eight salary steps to reach maximum pay. The step structure is listed in Appendix 1.

ARTICLE 5

LONGEVITY

A. All police officers hired before December 1, 2003 shall, in addition to the salary set forth in Article 4, Section 1, receive additional longevity salary payments on the dates indicated as follows:

After 4 years of employment	4%
After 9 years of employment	7%
After 14 years of employment	9%
After 19 years of employment	11%
After 21 years of employment	14%
After 24 years of employment and thereafter	18%

The payment of these longevity increments shall commence on the first day of the first payroll period following the anniversary of said member's employment for each of the required levels of years of service.

B. All police officers hired on or after December 1, 2003 but before October 16, 2013 shall, in addition to the salary set forth in Article 4, Section 1, receive additional salary payments on the dates indicated as follows:

After 9 years of employment	4%
After 14 years of employment	6%
After 17 years of employment	8%

The payment of these longevity increments shall commence on the first day of the first payroll period following the anniversary of said member's employment for each of the required levels of years of service.

After 19 years of service, the longevity program set forth herein for employees hired prior to December 1, 2003 shall be applicable to employees hired on or after December 1, 2003 but before October 16, 2013.

C. For all employees hired after October 16, 2013, the longevity program shall be as follows:

After 10 years of employment	a total of \$3,000
After 15 years of employment	a total of \$6,000
After 20 years of employment	a total of \$9,000

The payment of these longevity salary increments shall commence on the first day of the first payroll period following the anniversary of said employee's employment for each of the levels of years of service.

ARTICLE 6

CLOTHING ALLOWANCE

Section 1. Police officers are responsible for obtaining and maintaining their uniform in accordance with departmental requirements and failure to do so will subject such officer to disciplinary action.

Section 2. If the City decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items.

Section 3. A police officer's uniform or the personal equipment such as a watch and where applicable eyeglasses which are required as a police officer, and a wedding band, which may be damaged during the course of employment, shall be replaced at the expense of the City to a maximum of \$250.00 per item except where such damage is caused by the negligence of the employee. Management reserves the right to inspect uniforms.

ARTICLE 7

RETENTION OF BENEFITS

Except as otherwise provided herein, all working conditions under which the officers are presently operating, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement. The provisions of all municipal ordinances and resolutions pertaining to the Police Department, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or to exercise rights pursuant thereto by either party or by an individual covered hereunder shall not be deemed a waiver of such provision or right. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 1. The work schedule for the Patrol Division shall be four (4) days on followed by four (4) days off. The workday for the Patrol Division shall be nine and one half (9 1/2) hours per shift inclusive of a lunch period of one-half (1/2) hour. All other police officers may be assigned to work four (4) days on followed by three (3) days off. The workday shall be eight (8) hours and forty (40) minutes per shift inclusive of a lunch period of one-half (1/2) hour. These police officers shall receive six (6) of the major yearly holidays off with pay.

Section 2. There shall be annual bidding for steady shifts on a seniority basis, and all such bids shall be received by October 15. The new shift assignments shall be implemented as soon as practicable thereafter. The Chief may deviate from the seniority list in cases where special assignments requiring special skills are required.

Section 3. The City reserves the right to assign certain personnel to a five-two, four-three work schedule. Prior to implementation of such schedule the City shall meet with the PBA President to develop the schedule such that the hours of work and the person assigned to the five-two, four-three

work schedule is equal to the hours of work for the person assigned to the four-on, four-off shift on an annual basis.

Section 4. The Department must give sixteen (16) hours prior notice to an employee in the Bureau of Patrol before changing a scheduled shift and requiring the officer to report to work. This prior notice does not apply in emergency or overtime situations.

Section 5. Compensation for off-duty time spent for criminal court, grand jury proceedings, administrative bodies and traffic violation appearances shall be as follows:

- | | |
|--|-------------------------------|
| (1) Upper Court or state agency Appearance in Trenton | 8 hours at straight time rate |
| (2) Superior Court and County Court in Hudson County or other courts, or administrative bodies and Grand Jury proceedings, including municipal courts outside of Bayonne | 6 hours at straight time rate |
| (3) Bayonne Municipal Court | 4 hours at straight time rate |

Section 6. Overtime pay at time and one-half (1 1/2x) the straight time rate will be paid for all hours over a regularly scheduled shift, excluding ten (10) minutes time at the beginning

of the shift and six (6) minutes at the end of the shift.

A master list ranking the employees in order of seniority shall be established for overtime work for patrol duty and off duty work sanctioned and controlled by the City. Overtime and such off duty work shall be rotated among employees on this list. When an employee is called for overtime or off duty work, and the officer is not contacted or the request cannot be communicated to the officer in time to perform such duty, the officer shall be called again for the next overtime or off duty assignment. If an employee is called for such an assignment and accepts or declines the offer, then the officer shall not be called again until the entire list is called. A seniority list of all employees reflecting the current status for the next overtime or off duty call will be posted in an area accessible to all officers.

Section 7. Whenever a police officer completes a tour of duty, returns home and is then required to report back to headquarters or duty, the officer will be paid a minimum of four (4) hours at time and one-half (1 1/2x). No overtime pay shall be paid to off-duty officers if the entire department is ordered to participate in the Memorial parade or

funeral duty. This provision does not apply to those on sick leave and vacation.

Section 8. A doctor's certificate may be required for frequent and habitual absence from duty, and whenever, in the judgment of the Chief of the Department, there is reasonable cause for requiring a doctor's certificate. Abuse of this provision will be subject to the Grievance Procedure.

Police officers are subject to physical examinations by the Department's doctor at any time after an absence due to sickness or accident. Any police officer absent one month due to sickness or accident may be subject to a physical examination by the doctor assigned by the Police Chief. Said report is to be forwarded to Director of Public Safety for review and consideration as to the officer's fitness to return to work.

ARTICLE 9

HEALTH INSURANCE

Section 1. Effective January 1, 2014, all employees shall be enrolled in the NJ Direct 2030 health plan. Those employees electing to enroll in any other available plan shall be responsible for paying the full difference in the cost of the premium between the NJ Direct 2030 plan and the plan which they have chosen.

Except as provided herein, all employees shall continue to make contributions to the cost of their health care insurance premiums as required by Chapter 78, Laws of 2011.

As required by law, the City will maintain a "Section 125" Plan to enable employees to pay a portion of their health care expenses in pre-tax dollars. The City shall administer the plan in accordance with applicable law.

Section 2. The City may change carriers so long as the benefit levels are equal to or better than the current coverage. Should the City consider changing the Health Insurance program, it shall obtain from the proposed new health provider a letter guaranteeing that the level of benefits and dollar reimbursement will be at least equal in every respect to the

present plan. This letter must be on company stationery and signed by an officer of the organization. A copy of this letter and all relevant documents shall be provided to the PBA sixty (60) days prior to implementation of the plan.

Section 3. The City shall continue to provide the dental plan with orthodontic coverage to each member of the bargaining unit and his/her dependents with the premiums paid for by the City. The coverage will be 70/30 and the orthodontic coverage provided for under the dental plan shall be Two Thousand (\$2,000.00) dollars per family member. The annual dental benefit shall be \$1,300.00 per family member. For active employees only, the annual deductible for the dental plan shall be \$50.00 for the employee, \$50.00 for the employee's spouse, and \$50.00 per child up to a maximum annual deductible of \$200.00. The cost of annual cleanings, maintenance and X-rays shall not be included in the deductible amount. There shall be no deductible required for employees who retire after July 14, 2009.

Section 4. The cost for dental coverage for any employee who retires after July 14, 2009 shall be shared on a 50/50% basis between the City and such employee. Should an employee elect to obtain dental coverage other than under the City's plan, the City

shall reimburse such retired employee for the actual expenses incurred, upon submission of proof of coverage, up to the maximum amount of fifty (50%) percent of the cost of the City's dental coverage regardless of whether an employee elects dental coverage with costs that exceed the cost of the City's plan or if an employee elects a cheaper dental plan. In no event shall the City reimburse an employee any amount in excess of the actual expenses incurred by the employee.

Section 5. The City shall continue to provide and pay for a family prescription plan. The co-pay shall be \$3.00 for generic; \$10.00 for brand name drugs; and \$25.00 for brand name when generic is available. The Generic substitute shall be made available whenever the generic drug is the medical equivalent of the name brand drug. Any employee who retires after July 14, 2009 shall be subject to the foregoing co-payments (\$3.00 for generic and \$10.00 for brand name) and shall be reimbursed by the City for the difference between any co-payment charged in excess of such amounts. Reimbursement shall be paid no more than thirty (30) days after submission of proof that the retiree paid such excess co-payments. If an eligible retiree dies and leaves a surviving spouse and

children who are receiving payments under this plan, such surviving spouse and children shall continue to receive coverage under this plan. Employees shall continue to pay their proportionate share of the premium as required by Chapter 78, laws of 2011.

Section 6. The City shall provide up to \$125.00 reimbursement per employee per year for eyeglasses and/or examination for active employees covered by this Agreement.

Section 7. For all employees hired after July 1, 2009, a \$25.00 per pay payroll deduction shall be paid for dental benefits. If the employee chooses to decline dental coverage, he/she shall not be required to pay this contribution.

Section 8. If an employee dies in the line of duty, his/her spouse shall receive lifetime health benefits equivalent pursuant to this article, or shall be paid for the cost of health insurance obtained through other sources up to the cost of NJ Direct 2030.

Section 9. Notwithstanding anything contained elsewhere in this Agreement to the contrary, it is understood and agreed that retirees and their eligible dependents shall be

entitled to the continuation of the health benefits with which they retire under this or any future agreement, and such benefits shall not be reduced or modified in any manner as a result of subsequent collective negotiations between the parties, except as otherwise provided by Chapter 78 of the laws of 2011.

Section 10. Notwithstanding anything contained in this Agreement to the contrary, effective July 1, 2017, the following shall apply:

The contributions required under Chapter 78 shall be replaced with the following formula:

1. Employees shall pay based upon 35% of the 2013 costs of the NJ Direct 2030 Plan and Rx Plan. These costs are to be calculated as follows:

	<u>NJ Direct</u> <u>2030</u>	<u>Rx Plan</u>	<u>Total</u>	<u>2013 Total</u>	<u>35.00%</u>
Single	\$584.91	\$176.09	\$761.00	\$9,132.00	\$3,196.20
H/W	\$1,169.84	\$396.20	\$1,566.04	\$18,792.48	\$6,577.37
Family	\$1,462.31	\$440.21	\$1,902.53	\$22,830.24	\$7,990.58
Parent/ Child	\$877.37	\$246.51	\$1,123.88	\$13,486.56	\$4,720.30

For example, an employee with single coverage will have his/her bi-weekly health benefit contribution calculated thusly: \$3,196.20 / 24 = \$133.18 with no deductions made when it is a drop-out pay.

As a percentage of salary, the annual cost is as follows:

<u>Title</u>	<u>7/1/17 Base Pay</u>	<u>Single</u>
Police Officer	\$102,263.00	3.13%
<u>Husband/Wife</u>	<u>Parent/Child</u>	<u>Family</u>
6.43%	4.62%	7.81%

Except as modified by any future agreement, the above percentages shall be the basis for the member's annual contribution for health insurance. (Base pay X above % = annual contribution).

2. For members who have not yet reached the top step of Police Officer base pay as of 7/1/2017, their annual contribution for health insurance shall be based upon a corresponding percentage of their base pay (3.13% - 7.81%) or upon the percentage of health benefit premiums that their salaries would otherwise mandate that they pay under the previously mentioned state mandated employee contribution schedule for health benefits, whichever is the lesser of the two amounts.

3. Unless otherwise prescribed by law, there will be no change in retiree benefits for employees who had achieved twenty or more years of service as of June 28, 2011. For employees who achieved less than twenty (20) years of service as of June 28, 2011

and who retire with a minimum of twenty five (25) years of service, 2.5% of their retirement allowance shall be contributed toward the cost of the NJ Direct 2030 Plan or its equivalent as well as the same continued benefit of prescription drug coverage in place as of the effective date of the employee's retirement.

4. Effective July 1, 2013, in the event of death of employee, regardless of number of years of service, health insurance coverage for spouse and eligible dependents continues until death. The same State Health Benefits Plan or equivalent will continue as long as allowable by law after which time the surviving spouse and/or eligible dependents will be provided with coverage or the monetary equivalent of the same State health benefits plan. The costs are not to exceed the employee's benefit level had he still been alive.

5. For those officers and their spouses who are eligible for Medicare, Medicare will become the primary insurer for the Officer when he is eligible and his spouse when she is eligible. At that time, the City shall pay for "Direct 2030" coverage as the Supplemental Medicare Insurance as provided by the NJ State Health Benefits Plan.

The employee will be required to contribute 1.5% of their pension toward the cost of the Supplemental Medicare Insurance. For example, if the officer is Medicare eligible in 2006 and his wife is eligible in 2008, Medicare will be primary for the officer in 2006 and his wife's primary carrier shall be the State Health Benefits Plan until she is Medicare eligible in 2008. When both the officer and his spouse are Medicare eligible, the City reserves the right to provide a supplemental policy through another carrier or self-insurance, provided that the supplemental policy is equal to or better than the "Direct 2030" policy.

6. Employees who had 20 years of service as of June 28th, 2011 as described in P.L. 2011, Chapter 78 will continue to receive Direct 15 as the Supplemental Medicare Insurance at no cost to the employee.

7. Certain retirees shall be eligible to continue health insurance under the following conditions:

To be eligible, the employee must have been actively employed as a police officer for the City of Bayonne, must have at least twenty (20) years of service with the City of Bayonne and must not be on disability or early retirement. An officer injured in the line of duty who

receives a traumatic injury pension from PFRS shall be eligible to receive continuation of health insurance coverage as provided under this agreement.

This benefit will only be provided to those police officers who meet the eligibility requirements and who do not have hospitalization coverage from another source. Eligible retirees shall cooperate in good faith with the City to verify that no other source of insurance is provided to them. All such benefits shall be subject to Chapter 78 of the laws of 2011, and the provisions of this agreement.

This benefit will only be provided until the eligible retiree reaches age sixty-five (65) or the age the retiree is eligible for Medicare, until the retiree's spouse reaches age sixty-five (65) or the age the retiree's spouse is eligible for Medicare and until the retiree's children reach age twenty-six (26). If an eligible retiree dies prior to age sixty-five (65) and leaves a surviving spouse who is receiving payments under this plan, such surviving spouse who is receiving payments under this plan, such surviving spouse and children shall continue to receive coverage under this plan as hereinafter defined until the spouse reaches age sixty-five (65) or the age the

spouse is eligible for Medicare or obtains insurance from another source or the children reach the maximum age for coverage.

Retirees are eligible for the above coverage based upon the following schedule:

Date of Retirement	Amount of Benefits Paid For by the City
July 1, 2013 and thereafter	100% of cost for employees with 20 or more years of service prior to June 28, 2011
July 1, 2013 and thereafter	Employee contributes 2.5% of pension (Becomes 1.5% once Medicare eligible)

8. If the provisions of Chapter 2, P.L. 2010 or Chapter 78, P.L. 2011 or any other State law that requires active PBA employees or retirees to make a minimum contribution for health benefits coverage are ever repealed, allowed to lapse, amended, altered or ruled invalid or otherwise unenforceable by a court or other competent jurisdiction for any reason, the parties shall reopen negotiations for the sole purpose of making compliance modifications to any health benefit contribution language in this Agreement to effectuate the intent of the parties.

9. If this contractual provision providing for the active PBA employee and retiree contributions for health benefits coverage is ever determined to be invalid or otherwise unenforceable for any reason by a court or other entity having competent jurisdiction, the parties shall reopen negotiations for the sole purpose of making compliance modifications to the language of this Agreement to effectuate the intent of the parties.

ARTICLE 10
LEGAL AID

The parties agree that the city will provide legal representation to police officers pursuant to NJSA 40A:14-155 and the case law interpreting that statute. If the city procures insurance for these matters, the matters shall be handled according to the terms and condition of the city's insurance carrier.

Additionally, the parties agree that the city shall give notice once a year to attorneys in the form of a request for qualification (RFQ) seeking attorneys who are experienced and qualified to represent police officers in actions or legal proceedings directly related to their lawful existence of police powers. The city shall advertise for these services in either October or November of each year and qualify a pool of attorneys for the following calendar year.

The parties agree that a committee shall be formed of five persons to review the submissions received. The committee shall consist of the superior officers' association president, police benevolent association president, city business administrator, corporation counsel and director of public safety.

Any of these individuals may select an alternate in his stead. The committee shall review all the submissions and select the attorneys deemed sufficiently experienced to handle such matters to comprise a pool of qualified attorneys for that calendar year. Upon notice to the public of the RFQ, it is recommended that police officers and superiors contact any attorney they may feel should be part of the pool. The pool of attorneys is to be utilized in the events that the insurance carrier does not handle a matter or defers to the corporation counsel in the selection of any attorney for a case.

Upon service of a complaint against a police officer in a NJSA 40A:14-155 matter, the member shall select an attorney from the pool. The parties agree that the corporation counsel, knowing the city caseload of each attorney in the pool, and the existence, if any, of conflicts, may disqualify the selection. If the member's selection is disqualified, the member will then select another attorney and the process will continue until the parties mutually agree upon the selection of an attorney.

In the event that a judgment is rendered against a member of the bargaining unit covered by this agreement as a result of any action or legal proceeding arising out of and directly related to the

lawful exercise of police powers in furtherance of their official duty, the city agrees to indemnify said member against judgments.

ARTICLE 11

DISCRIMINATION OR COERCION

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

ARTICLE 12

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et seq.; however, all provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE 13

PBA RIGHTS AND PRIVILEGES

Section 1. The City agrees to make available information which may be necessary for the PBA to process any grievance or complaint, except in the case of personnel matters, in which the release of information shall be made on the basis of legal advice from the Director of Public Safety in consultation with the Corporation Counsel.

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

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

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

Section 4. The President, the State Delegate, or their designee shall have the right to attend regular state, county and local meetings and state committee meetings of the PBA without loss of pay.

However, this right is subject to denial by the Chief of Police or his designee based on manpower considerations.

Section 5. Unless prevented by manpower needs and at the discretion of the Chief of Police on a daily basis, the President of the PBA shall work fifty (50%) percent of his normal work tour and shall be relieved of duty for the balance or fifty (50%) percent of his shift for the purposes of conducting PBA business. The PBA President will be assigned the work schedule set forth in Article 8 consisting of four days on and three days off with the work days to be scheduled Monday through Friday. The City further agrees that an authorized representative(s) of the PBA may enter headquarters of the Municipal Building during the work day or night at reasonable hours, provided they announce their presence to the person in charge, and do not interfere with the normal work of headquarters of the Municipal Building or any office therein.

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

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

Section 8. Any police officer who wishes to carry an off-duty weapon other than the currently authorized models will make a written request through the chain of command to the Chief of Police specifying the make, model and caliber of the weapon. The Chief will retain sole discretion to approve or disapprove the request. Should the request be approved, the member will qualify in the use of the weapon under the supervision of the Bayonne Police Department's Range Officer, using authorized ammunition. The member will qualify on his/her own time (Department Training days shall not be used), and will supply the ammunition at his/her own expense. On authorization, only Department approved ammunition will be utilized. Use of the weapon is contingent on successful qualification within Department guidelines.

ARTICLE 14

HOLIDAY CALENDAR

Section 1. There shall be twelve (12) annual holidays granted to each officer.

Section 2. The twelve (12) annual holidays shall be divided so that six (6) holidays shall be added to base pay before applying the general wage increase and shall be paid equally in each paycheck, and six (6) holidays shall be days off with pay per calendar year.

Section 3. From the six (6) unpaid holidays, officers may, at their option, bank or be paid for up to five (5) of these days. This holiday pay shall be paid on or about July 1 of each year at the rate of pay in effect as of June 30. Application for payment of these days shall be made by the employee forty-five (45) days in advance of June 1.

Section 4. Whenever City Hall employees are provided paid time off or excused by order of the President, the Governor, the Legislative Body or Executive Head of the City of Bayonne, employees covered by this Agreement shall also be provided equivalent compensatory time off. This equivalent time off shall not be provided in situations when the time provided other employees is contractually authorized by way of negotiations between the other

employees and the City, nor shall it be provided if City Hall is closed due to inclement weather, in which event the holiday provisions regarding off duty compensation shall apply.

Section 5. Holiday time off must be applied for no less than four (4) days in advance of the date requested, except in case of emergency. All requests to take holiday time off shall be based upon seniority. Seniority will not be considered if less than four (4) days notice is given. Up to three (3) holidays may accumulate but only through the year following the year in which the days were earned. Each employee, however, will be given every opportunity to utilize this leave during the year in which the holidays are credited. The Chief of Police, at his discretion, shall determine the number of any holiday leaves to be granted for any particular day so that the working efficiency of the Department will not be adversely affected. Holidays may be used as full or half days. The police officer will be advised that his request for a day off has been granted at least three (3) days in advance of the date requested. Such approval cannot later be reversed unless there is a bona fide emergency in the City.

ARTICLE 15

LEAVES OF ABSENCE

A. Funeral Leave

A death in an employee's immediate family shall not be charged against his compensatory time off. Time off shall be given from the day of death until the next scheduled workday after the funeral, not to exceed five (5) working days. Immediate family shall be defined as follows: mother, stepmother, father, stepfather, son, daughter, stepchildren, sister, brother, husband, wife, grandparents and grandchildren. Two (2) days off shall be given for the death of a father-in-law, mother-in-law, brother-in-law or sister-in-law. The present practice with regard to time off on the day of a funeral for aunts, uncles, and other members of the spouse's family not listed above shall continue.

B. Military Leave

Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted. Employees serving in a military unit such as the National Guard or Reserves who shall be required to appear for training or other activities by said unit, shall be entitled to all benefits under the

statutes including appropriate time off without loss of pay benefits or time from the City. Employees shall notify their superior officer of their obligation to appear for training or other activity of their military unit no later than their first scheduled workday after learning of such obligation.

C. Leaves of Absence Without Pay

Any permanent full time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed three (3) months. Said leave shall be renewable after three (3) months with the approval of the Employer.

The employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the Governing Body. The Governing Body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an employee's request for a leave of absence.

This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave

without pay is requested for reasons other than illness.

At the expiration of such leave, the employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

D. Paid Leave of Absence-Attendance at

PBA Convention

A maximum of four (4) employees, to be selected by the PBA, shall be entitled to time off with pay for attendance at PBA conventions. The amount of time off for all employees shall not exceed a total of eighteen (18) working days per year.

ARTICLE 16
VACATION / TIME OFF DAY

A. The vacation benefits for police officers covered by the contract will be as follows:

After 1 year of service - 5 working days
After 2 years of service - 10 working days
After 3 years of service - 15 working days
After 4 years of service - 20 working days

B. Police officers who are entitled to twenty (20) days vacation will receive eight (8) days vacation between June 24 and September 4, and the remaining twelve (12) days in two vacation periods consisting of four (4) days or eight (8) days between January and June 24 and the remainder, if any, between September 4 and December 31.

C. Police officers who are entitled to fifteen (15) days vacation will receive eight (8) days vacation between June 24 and September 4 and the remaining seven (7) days between January 1 and June 24 or September 4 and December 31.

D. Police officers who are entitled to ten (10) days vacation will receive eight (8) days vacation between June 24 and September 4 and the remaining two (2) days between January 1 and June 24 or September 4 and December 31.

E. No summertime vacations will be given to police officers with less than two (2) years of service.

F. Should an officer prefer to have twelve (12) days vacation during the period between January 1 and June 24 or September 4 and December 31, a written request setting forth the reason for his preference must be furnished by the officer to the Deputy Chief at least thirty (30) days prior to the date of his/her originally prescheduled vacation time.

G. All police officers hired before July 1, 2013 shall be permitted to bank up to ten (10) vacation days per year beginning in the 15th year. The maximum number of hours that may be accumulated shall be 400. At the time of retirement, all police officers shall be paid for their accumulated time at the existing hourly rate when they retire.

H. All police officers hired after July 1, 2013 shall be permitted to bank up to ten (10) vacation days per year beginning in the 15th year, four (4) of which must come from summer vacation days. The maximum number of hours that may be accumulated shall be 400. At the time of retirement, all police officers shall be paid for their accumulated time at the existing hourly rate when they retire.

I. Notwithstanding anything in the foregoing to the contrary, at the discretion of the Chief of Police, one week's worth of vacation time may be taken in single days. When one week's worth of vacation is taken in single days, these days cannot be used consecutively unless approved by the Chief of Police or his designee.

J. One additional "Time Off Day" shall be granted to all employees per year. It shall only be utilized at the discretion of the Chief of Police or his designee. If this day is not used during the calendar year in which earned, it shall be forfeited and may not be carried over from year to year thereafter.

ARTICLE 17

WORK INCURRED INJURY

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

The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the City may reasonably require the said employee to present such certificate from time to time during the period of disability.

Section 2. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or by its insurance carrier, then and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, or by the final decision of the last reviewing court which judgment or decision shall be binding upon the parties. This section is not intended to amend Section 1.

Section 3. For the purpose of this Article, injury or illness incurred while the employee is acting in any City authorized activity shall be considered in the line of duty.

Section 4. In the event a dispute arises as to whether absence shall be computed or designated as sick leave or an injury on duty, the parties agree to be bound by the decision of the appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

Section 5. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE 18

RULES AND REGULATIONS

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

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

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

ARTICLE 19

OFF DUTY POLICE ACTION AND OFF DUTY PAY

Section 1. Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following: Recognizing that the City and its residents benefit from the additional protection afforded them by armed off duty police officers, and further recognizing the weighty responsibility and hazards confronting such armed off duty police officers, any action taken by a member of the force on his time off when not in the active employ of another which would have been taken by an officer on active duty if present or available, shall be considered police action, and the employee shall have all the rights and benefits concerning such action as if he were then on active duty.

Section 2. The off duty pay rate for non-regular work shall be \$63.00 per hour on weekdays. The off duty pay rate for non-regular work on Saturday, Sunday, holidays and after 8 hours shall be \$78.00 per hour. The past practice of an off duty pay rate for work at Bayonne Medical Center, Burger King, the Chandelier and the Stop & Shop shall be \$40.00 per hour or as otherwise determined by the parties. The off duty rate for the Motor Vehicle Commission shall be \$38.00 per hour, or as otherwise

determined by the parties. If an off-duty assignment is scheduled for eight (8) hours and the hours worked on such assignment exceed four (4) hours, the officer shall be paid for the full eight (8) hours. The City may charge an administrative fee to be added to the foregoing rates in a reasonable amount and in a manner to be determined by the City.

Section 3. The PBA President or his designee shall be authorized to rotate off-duty assignments among all qualified personnel.

ARTICLE 20

POLICE DEPARTMENT SAFETY COMMITTEE

Section 1. The parties hereby agree to establish a health and safety committee to study and make recommendations on matters affecting the health and safety of the Bayonne Police force.

Section 2. The committee shall be comprised of three (3) representatives of the City and three (3) PBA representatives.

Section 3. The committee shall meet and discuss health and safety matters quarterly at a mutually convenient

ARTICLE 21

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

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

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

ARTICLE 22

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof by either party.

ARTICLE 23

TERMINAL LEAVE

Employees who have at least 25 years of service as a police officer for the City of Bayonne, and who retire and are eligible for a pension under the retirement system shall be entitled to receive a terminal leave benefit of 260 hours, payable at their existing hourly rate when they retire in two (2) equal payments. The first payment shall be made within sixty (60) days from the date of the notice of the intention to retire or on the date of retirement, whichever occurs later. The remaining payment shall be made as follows: Should an employee's date of retirement fall between January 1 and June 30 of any calendar year, the remaining terminal leave payment shall be made before December 31 of the year in which the officer retires. Should an employee's date of retirement fall between July 1 and December 31 of any calendar year, the remaining terminal leave payment shall be made on July 1 of the subsequent calendar year.

ARTICLE 24

SICK LEAVE INCENTIVE

Any police officer who takes no sick time during a calendar year shall (i) receive a stipend of \$1000.00. This stipend shall be paid on the first pay period in the following July; or (ii) At the option of the officer, he/she may elect to take the incentive as three (3) banked days toward retirement.

ARTICLE 25

PROMOTIONAL EXAMINATION

The City shall request the New Jersey Department of Personnel to provide a promotional examination for the rank of sergeant. The City shall make such request prior to expiration of the current list so that the test date will coincide as near as possible to the expiration of the expiring list. The City will make a good faith effort to cooperate with the PBA to prevent any overlapping of an expiring promotional list with the new promotional list.

ARTICLE 26

STRESS UNIT

Section 1. The City and the PBA jointly agree to be guided by the Police Stress Unit recommended critical incident procedures.

Section 2. A member of the Bayonne Police Department who is a Certified Critical Incident Stress Debriefing and is on duty at the time his/her services are needed shall be granted time off from work without loss of pay, subject to the approval by the Chief of Police or his designee. If the member is off duty and the Chief or his designee determines that the member should be called in to duty, and the member does report to duty upon recall to respond to the incident, he/she shall not receive call-in guarantee but shall be compensated on an overtime basis for all time worked.

ARTICLE 27

DURATION

This Agreement shall be effective retroactive to July 1, 2013 and shall extend through December 31, 2018. Either party wishing to terminate, amend or modify such Agreement must so notify the other party in writing sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of the notification by either party, a conference shall be held between the City and the Unit's negotiating committee for the purpose of such amendment, modification or termination of said Agreement.

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

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

Civil Service rules and regulations which should prevail.

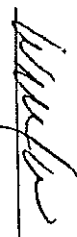
IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their duly authorized officers this 3rd day of September, 2015.

CITY OF BAYONNE

ATTEST:


JOSEPH DEMARCO

PBA LOCAL NUMBER 7



WILLIAM KOBRYN
PBA Local 7 President

ATTEST:

9-3-15
2561093v1

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APPENDIX 1

	<u>07/01/13</u>	<u>07/01/14</u>	<u>07/01/15</u>	<u>07/01/16</u>
		2.00%	3.00%	3.00%
Academy Rate	37,922.00	37,922.00	37,922.00	37,922.00
After 1 Year	51,569.44	52,600.83	54,178.85	55,804.22
After 2 Years	58,725.35	59,899.86	61,696.85	63,547.76
After 3 Years	65,881.25	67,198.88	69,214.84	71,291.29
After 4 Years	73,037.17	74,497.91	76,732.85	79,034.84
After 5 Years	80,193.09	81,796.95	84,250.86	86,778.39
After 6 Years	87,349.00	89,095.98	91,768.86	94,521.93
After 7 Years	94,502.58	96,392.63	99,284.41	102,262.94

9-3-15
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