

AGREEMENT
Between
TOWN of SECAUCUS
and
SECAUCUS PBA SOA LOCAL 84
Superior Officers Association

January 1, 2021 through December 31, 2025

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PREAMBLE

THIS AGREEMENT, entered into this _____ day of _____, 2022, between the TOWN OF SECAUCUS, in the County of Hudson, NEW JERSEY (hereinafter called the "TOWN"), and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT SUPERIOR OFFICERS ASSOCIATION (SOA), INC., LOCAL NO. 84 (hereinafter called the "ASSOCIATION"), and subject to law, represents the complete and final understanding of all bargainable issues between the TOWN and the ASSOCIATION.

ARTICLE 1

RECOGNITION

- A. THE TOWN recognizes the Association only as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Supervisors, defined as the rank of Sergeant and above, but excluding the Deputy Chief and Chief of Police.
- B. The title of Supervisor shall be defined to include the plural as well as the singular, and references to masculine shall be deemed to include the feminine.

ARTICLE 2

MANAGEMENT RIGHTS

- A. Subject to applicable law, the Town hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
 - 1. To the executive management and administrative control of the Town Government and its properties and facilities and the activities of its employees.
 - 2. To hire all employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

3. To take any permissible disciplinary action for good and just cause according to law.
- B. The reasonable exercise of the foregoing powers, rights, authority, duties and responsibilities of the Town, the adoption of policies, rules, regulations and practices in the implementation thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent that those terms are in conformance with the Constitution and laws of New Jersey, including Chapter 123 of the Laws of 1975, and of the United States.

ARTICLE 3

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of Police or his designee and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement, policies, or administrative decisions affecting terms and conditions of employment, and may be raised by an individual or the Association.

C. STEPS OF THE GRIEVANCE PROCEDURE

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

STEP ONE

1. An aggrieved employee or the Association shall institute actions under the provisions hereof within forty-five (45) working days of the occurrence of the grievance by submitting it in writing to his immediate superior, and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate superior. Failure to act within the said forty-five (45) working days shall be deemed to constitute an abandonment of the grievance. Failure to resolve the grievance by the immediate superior shall result in its transfer to the Chief of Police.
2. The Chief of Police, or his designee, shall render a decision in writing within twenty (20) working days from the receipt of the grievance by the immediate superior.

STEP TWO

1. In the event the grievance is not resolved through Step One, then within ten (10) working days following the determination of the Chief of Police, the matter may be submitted to the Mayor and Council.
2. Unless both parties agree to extend this time limit by mutual consent, the Mayor and Council shall review the matter and make a determination within ten (10) working days after the Council's next regularly scheduled meeting.

STEP THREE – ARBITRATION

1. If the grievance is not settled through Steps One and Two, then the SOA, only may refer the matter to the New Jersey State Board of Mediation ("NJSBM") for appointment of an arbitrator within twenty (20) working days after the determination by the Mayor and Council.
2. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Council. In the event the aggrieved elects to pursue his appellate rights in accordance with Revised Statutes 40A: 14-150, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding upon the parties.
4. The costs of the service of the arbitrator shall be borne by the party against whom the decision is rendered. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.
5. Any employee may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the SOA. When an employee elects to represent his/her own grievance, the SOA shall have the right to be present and state its views at Steps Two and Three of the grievance procedure, unless the employee objects to the presence of an SOA representative, in which case the SOA may not be present. In the event the SOA is not present at the final determination of Step Three, the SOA will promptly receive a copy of the determination of the arbitrator.
6. All time limits set forth above shall refer to working days. The term "working days" is meant to exclude Saturdays, Sundays and legal holidays.
7. In the event that the time limits set forth above are not adhered to for moving a grievance to the next step, the grievance shall be deemed waived. Failure to answer a grievance within the time limits set forth shall permit said grievance to be moved to the next step.

ARTICLE 4

SALARIES

- A. Salaries shall be provided pursuant to the chart attached hereto (Exhibit "A"). Increases will be retroactive to January 1, 2021.
- B. Employees assigned by the Chief of Police to "on-call" and/or standby shall receive a stipend of one thousand seven hundred and fifty dollar (\$1,750.00) each year covered by the Agreement. These monies are paid in addition to Employee's base salary in

December of each year. Supervisors so assigned for only a portion of the year shall receive a pro rata of such stipend.

- C. The Town's payroll is a 26 pay per year payroll.

ARTICLE 5

LONGEVITY

- A. The present longevity program, based upon the employee's length of continuous and uninterrupted service with the Town, shall be set forth below:

From the beginning of the 6 th year of service through the 10 th year. For employees hired after 1/1/1994, this entitlement shall not begin until the beginning of the 8 th year of service. For employees hired between 1/1/2007 and 12/31/2011, longevity will begin in the 9 th year of service.	3%
From the 11 th year of service through the 15 th year	5%
From the 16 th year of service through the 20 th year	7%
From the 21 st year of service through the 25 th year	10%
Beginning on the 26 th year of service	11%

Any employee hired after 1/1/2012 shall not be entitled to longevity and shall instead receive a percentage raise based upon their prior year top step.

- B. Any employee whose length of service prior to July in any year shall, on the basis of the schedule in Article 5(A) hereof, entitle him to longevity pay or to an increase in longevity pay, shall receive such longevity pay or increase in longevity pay as of retroactive to, and commencing from January 1st of that year. Any employee whose length of service shall not entitle him to longevity pay or to an increase in longevity pay until July 1st, or after in any year, shall receive such longevity pay or increase in longevity pay as of and commencing from January 1st in the following year.
- C. If an employee is on unpaid leave status for all or part of any year, the employee shall not be entitled to accumulate the benefits set forth herein for the period of such status.

ARTICLE 6

DEDUCTION FROM WAGES

- A. The Town agrees to deduct from salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (RS) 52:14 – 15.9 (e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which the deductions were made.
- B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Town new authorizations from its members showing the authorized deduction from each employee.
- C. The Association will provide the necessary “check-off authorization” form and deliver the signed form to the Town Chief Financial Officer and/or Town Administrator. The Association shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Town in reliance upon salary deduction authorization cards submitted by the Association to the Town.

ARTICLE 7

NO STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee’s duties of employment), work stoppage, slowdown or walkout.
- B. In the event of a strike, slowdown, or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such

- employee or employees, subject, however to the application of the grievance procedure contained in Article 3.
- C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent and terminate any strike, work stoppage, slowdown or walkout.
 - D. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.
 - E. The Town agrees not to lock out its employees.

ARTICLE 8

HOURS AND OVERTIME

- A. The normal working week shall consist of the present total of an average of forty (40) hours per week as follows:
 - 1. Steady 4-2 tri-weekly rotation: days (0630 to 1435) to evenings (1430 to 2235) – evenings to days – for a period of eight (8) hours and five (5) minutes a day for personnel assigned to patrol squads.
 - 2. Nine (9) squads – two (2) squads work together at all times – and three (3) squads are off on any given day.
 - 3. Supervisors who are not assigned to the Patrol Division shall work a consecutive schedule at the discretion of the Chief of Police. The hours of work shall not exceed forty (40) hours per week as referenced in Article 8.A herein.
 - 4. **STEADY NIGHT TOUR**
It is agreed by and between the Town and SOA Local 84 to institute and maintain a steady night tour in accordance with the following conditions:

The midnight tour (2230 to 0635) will be staffed on a quarterly basis using the following process:

- a. At least two (2) weeks prior to the beginning of the calendar quarter, the Town will post a list of midnight tour position assignments for

voluntary selection by supervisors. Each midnight tour position assignment will be for a period lasting one-calendar quarter.

- b. For any midnight tour position assignment not filled by volunteers, the Town will assign individuals based on seniority, with the most junior supervisors assigned first.
 - a. 1. The rotating seniority list will start with the most junior police supervisor within the Patrol Division and ascend to the most senior police supervisor within the Patrol Division. Junior supervisors shall not be eligible for the night tour until after he/she has completed supervisor training.
 - b. 2. All eligible junior supervisors shall complete the "Night Tour" rotation prior to assigning a senior supervisor.
- c. Notwithstanding the foregoing, if the Town needs particular supervisors, based upon a need for particular skills or attributes possessed by these supervisors, or for the good of the Department, the Town may assign these supervisors to or from the midnight tour outside of this process.

5. POWER SHIFT

The Chief of Police shall have the discretion to establish a power shift outside of an in addition to the day, evening and midnight tours set forth elsewhere in this Agreement. The work hours of such shift shall not exceed those established in paragraph A, above.

B. OVERTIME/TIME OFF

- 1. All overtime work is mandatory upon request by an appropriate superior officer. In the event employees must be held over onto the next shift, the superior shall request volunteers from the prior shift, and if there are insufficient volunteers, then in that event the least senior supervisor will be required to work. Any employee working beyond the end of his shift shall be compensated at the premium rate of time and one-half, provided, however, that no additional compensation shall be paid for the first thirty (30) minutes of the first overtime hour, and further provided that if any employee works beyond thirty (30) minutes, he/she shall be paid for a full hour at the premium rate. Overtime shall not start until twenty-five (25) minutes after the end of shift time (1501 hrs., 2301 hrs., 0701 hrs) After the first hour,

overtime will be earned on a quarter hour basis at the premium rate. In lieu of cash payments, an employee may opt to receive compensatory time off at the premium rate of time and one half. Such time may be taken only when scheduled with the Chief so as not to unreasonably interfere with departmental operations.

2. Sixteen (16) hour shifts shall be permitted.
3. Overtime payments shall be made in the first paycheck following the period in which overtime is earned. Unless a supervisor requests otherwise at the time of working such overtime, overtime shall be paid in cash rather than compensatory time.
4. Overtime duty which requires one or more Superior Officers to be called in shall be granted by a daily seniority list, starting with patrol sergeants in order of seniority then extending to all sergeants outside of patrol by order of seniority. In the event that the position is not satisfied, the following order shall be utilized:
 - a. Patrol Lieutenants (seniority)
 - b. All Lieutenants (seniority)
 - c. All Captains by order of seniority.

If there are no volunteers for the position, then the least senior RDO patrol sergeant shall be assigned.

Extra Duty details specific to an Operational Division will be offered to members of that Division first (i.e. Traffic Enforcement Grants will be offered to Traffic Bureau Officers first; Board of Education details will be offered to School Resource Officers first, etc.)

5. Patrol Supervisors shall be entitled to eight (8) hours of compensation time per quarter as compensation for muster time. Patrol Supervisors must perform a minimum of thirty (30) musters per quarter.
6. Supervisors that have utilized sick time on their last regularly scheduled day of work in a work week shall not be eligible to work overtime for forty-eight (48) hours from the end of the shift that he or she utilized said sick time.
7. Supervisors that are on modified or light duty shall not be eligible to work overtime.
8. Individual Supervisors' work schedules shall not be adjusted for the purpose of avoiding the rotating seniority provisions of this paragraph. Whenever a shift change is permitted, reasonable notice shall be given to the affected Supervisors.

9. If an employee is recalled to duty at a time non-contiguous to the supervisor's regular shift, the supervisor shall receive payment for time worked with a minimum guarantee of three (3) hours at the premium rate of time and one-half with the option of time off at the rate of time and one-half. If an employee is recalled to duty at a time contiguous to the officer's regular shift, only that extra time worked shall be at the premium rate of time and one-half. The supervisor's regular scheduled shift contiguous thereto shall be compensated at the supervisor's regular rate. If this extra time is prior to the supervisor's regular shift, there shall be a guaranteed minimum of one-half (1/2) hour at the premium rate of time and one-half. The Employer shall have the right to require the employee to work the 3 hour minimum.
10. If an employee is unable to take a lunch period by reason of being ordered to work, he shall be compensated by receiving one – half (1/2) hour's pay at the premium rate.
11. If an employee is required to appear in Court, Grand Jury or administrative agency when not already in a paid status, and at a time which is non-contiguous to his work schedule, the employee shall receive payment at the premium rate for a minimum three (3) hour guarantee for the sole purpose of their appearance. When a supervisor is subpoenaed to civil matter arising out of his employment, the Chief may, in his sole and exclusive discretion, alter the supervisor's regular day off or shift, so that the return date would be on work time. If the Chief denies this shift change for the day the supervisor is called for the civil matter, the supervisor shall be paid as noted above.
12. Supervisors shall continue to qualify for firearms proficiency on Town time with full pay and benefits. Supervisors who are unable to attend scheduled sessions shall notify the certified Range Officer and make it up at the next regularly scheduled session.
13. The Town agrees to permit a minimum of one (1) patrol supervisor from each shift to utilize vacation or compensatory time off from work. Supervisors that are on long term leave from an off-duty long term illness or injury for thirty (30) calendar days or more shall count towards the allotted "one supervisor off from work" guarantee. Association activity leave, however, shall be given a preference when requested by Supervisors of the Association. In the event the Police Department shall transfer a supervisor on such leave referenced above, or replace a supervisor who is also on such leave with another, such supervisor who is on extended illness or injury leave shall not be calculated in determining the minimum guarantee contained in this section for approved leave time. No leave previously scheduled shall be cancelled due to the absence of an employee as a result of the above referenced leaves. If the

Town, in its sole discretion, permits more than one (1) supervisor from each shift off when minimum staffing requirements are met, this action shall not be construed a past practice and the Town is under no obligation to continue this practice in every instance.

14. It is the responsibility of each employee to report to duty at the appropriate time and to provide transportation for such purpose if necessary.
15. All compensatory time, whether received pursuant to the provisions of this Agreement regarding holiday pay or overtime must be utilized in units of one or more complete tours. Requests for use of compensatory time must be made not less than seventy-two (72) hours prior to the beginning of the requested tour or tours off, except in emergent circumstances. In the event departmental needs prohibit the use of compensatory time within the period prescribed herein, such time shall accumulate for use within the next succeeding twelve (12) month period.
16. If the Department orders an employee to meet with a physician for a medical examination, such visit will be on work time.
17. Overtime earned pursuant to any provision of this Agreement may be accrued as compensatory time off and may be "banked" or taken in cash, at the employee's option. However, the maximum amount of time which may be in an employee's comp time bank at any given time shall be eighty (80) hours. If an employee's comp time bank is at the maximum, then the employee may not place any more comp time off in his/her "bank".

C. STATE OF EMERGENCY

In the event of a State of Emergency (State, County or Local) the Chief of Police shall have the power and authority to unilaterally modify any and all work schedules. Should the State of Emergency last longer than one month, the parties agree to negotiate scheduling changes moving forward until the end of the Emergency Declaration.

ARTICLE 9

EXTRA DUTY EMPLOYMENT

- A. Employees are permitted to engage in extra-duty employment on a voluntary basis. Extra-duty employment is defined as police related employment not performed during regular duty hours and is conditioned on the actual or potential use of law enforcement powers by a supervisor. Extra-duty employment is also referred to as traffic details or side jobs that are paid through the department.
- B. Should more than one supervisor request to be assigned voluntary extra- duty employment, the Chief of Police shall assign an extra-duty coordinator who shall be responsible for the assignment of extra-duty employment opportunities in a fair, proportionate and consistent manner.
- C. Assignments for traffic detail shall be filled on the basis of a rotating seniority list for supervisors. If no patrolmen for this assignment are available, it may be assigned to a superior officer pursuant to that Collective Bargaining Agreement.
- D. The Town shall have sole discretion regarding the approval of any extra-duty employment opportunities that are requested by a person and/or entity.
- E. All employees working extra-duty employment shall be paid at their premium rate of pay (overtime rate). However, under no circumstance shall any employee assigned extra-duty employment be paid less than sixty-five dollars (\$65.00) an hour. All payments for extra-duty employment shall be taken in cash only.
- F. Should an employee work at least four (4) hours or more, he or she shall be paid for eight (8) hours of work with a minimum of four (4) hours pay for one (1) hour worked.
- G. If an extra-duty employment assignment is cancelled within eight (8) hours of the scheduled duty, the employee assigned shall receive payment for three (3) hours of work. A supervisor may not elect compensatory time in lieu of cash payment for a cancellation fee.
- H. RATES.
 - a. Any extra-duty employment related to a job being performed by the Town (i.e. capital project, road projects, projects funded by a grant) shall be paid at a flat rate of \$65.00 per hour with the minimum payments as set forth in 9 (F) and 9 (G)

ARTICLE 10

VACATIONS

- A. Vacations for supervisors shall be 26 days per year.
- B. Vacation scheduling procedures shall be adhered to in accordance with the following practice:
 - 1. Vacation may be taken in single days; however, a four-day block shall take precedence over single days, regardless of seniority. This block may be four consecutive days off work which do not have to be in the same week. A four-day block can consist of any combination of days off with the exception of sick time.
 - 2. Vacations for the summer season (Memorial Day through Labor Day) will be selected prior to April 1 in each year, and for the period from the week of Thanksgiving through the week of New Year's Day, prior to October 1. At any other time during the calendar year, requests for vacation shall be submitted at least six (6) weeks prior to leave.
 - 3. Requests submitted outside this process lose all seniority bumping rights. Requests submitted outside this process will be honored by the Town as per past practice so long as they are made with seventy-two (72) hours' notice and competing requests for the same period will be governed by seniority.
- C. Vacation earned during a year may be taken during that year.
- D. When in any calendar year the vacation or any part thereof is not granted, it must be taken and shall be granted during the next succeeding year.
- E. Supervisors shall select vacations in order of seniority, as is the past practice. Any officer shall not be eligible to perform overtime (mandatory or voluntary) for any regular day off contiguous to a pre-approved vacation as outlined in paragraph B1 above. This shall not be applicable during emergency situations or where the supervisor is the last eligible person to work voluntarily.

ARTICLE 11

HOLIDAYS

- A. Employees shall receive compensatory time off for holidays, which shall be utilized in accordance with Article 8 herein. Effective January 1, 2022, these days shall be credited at the rate of ten (10) days on January 1st of each year. The parties agree that in the event an employee voluntarily or involuntarily leaves their employment, excluding a regularly scheduled retirement, before using all of the holiday time they are entitled to, the employee shall be compensated for pro-rata share of holidays that may be due said employee for the year in which their employment with the Town ends. In the event the employee has taken more holiday time than they were entitled to at the time of their voluntary or involuntary departure, the Town shall have a right to seek reimbursement, or the time shall be removed from the employees Comp Bank.
- B. Each employee shall also be entitled to three (3) non-accumulative personal business days, which are to be scheduled by mutual consent of the employee and the supervisor within the framework of Article 8, Section B (13). Should an employee be denied the use of a personal business day on two (2) separate requests, the employee may accumulate the personal business day to the following year, only.
- C. If an employee is on unpaid leave status for all or part of any year, the employee shall not be entitled to accumulate the benefits set forth herein for the period of such status.

ARTICLE 12

SICK LEAVE

A. SERVICE CREDIT FOR SICK LEAVE

- 1. All permanent employees or full-time probationary employees shall be entitled to sick leave with pay based upon their aggregate years of service.
- 2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.

B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter and paid as part of said salary.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
3. In the event an employee suffering from a bona fide long-term illness exhausts all accumulated sick leave, the Mayor and Council, upon application by the employee, may grant additional unpaid sick leave at their sole discretion. The application shall not be unreasonably denied, provided the employee has not previously abused sick leave and has applied for and exhausted any donated leave as well. Any denial by the Mayor and Council shall be subject to the grievance procedure contained in this Agreement in Step 3.
4. In the event the employee utilizes less than five (5) days sick leave in the calendar year, said employee shall be entitled to purchase up to five (5) of said sick days for that year. An employee may exercise this option within the first month of the succeeding year and will be paid in the first pay after notice is given to the Town.
5. Donated Leave Policy. This is controlled by the Donated Leave Policy, which is part of the employee handbook as approved by Resolution No. 2021-261.

C. NOTICE

1. All personnel, when absent from duty because of illness or injury, shall, on the first day of such illness or injury, notify the Police Desk at least two (2) hours before normal reporting time, of the absence, and further advise the Desk as to the address and telephone number where the employee may be reached. If the employee had used five (5) or more sick days in the calendar year, in addition, to the notice required in the previous sentence, the employee must notify the Chief's office, in

writing, of the nature of the illness. Such notice shall be placed in a sealed envelope marked "confidential" and provided to the Chief's office within 24 hours of the employee's return to duty. The written notice is to be held in confidence by the Chief and placed in the employee's medical file, only. No other copies shall be maintained. If the Chief has a concern regarding the employee's fitness for duty or believes the employee is abusing sick leave, he may require acceptable medical evidence in accordance with Section D, below. Failure to notify the Desk may be cause for denial of the use of sick leave and constitute cause for disciplinary action. Said notification shall be at least four (4) hours whenever possible.

2. Any employee, while on sick leave, shall call the Desk prior to the start of each shift when the employee will not be reporting due to the continued use of sick leave. Such notification shall be four (4) hours in advance whenever possible.
3. When an employee is returning from sick leave, said employee shall call the Desk to inform it of the intended return four (4) hours in advance of the scheduled start of the first shift to which the employee is returning. Said notification shall be eight (8) hours whenever possible.
4. Should a supervisor complete six (6) hours of his or her assigned shift but fails to complete the entire shift as a result of illness, the supervisor shall not be charged for use of sick time after the first occurrence. Should a supervisor have more than one occurrence where he or she completes six (6) hours of his or her assigned shift, but fails to complete the entire shift as a result of illness, said supervisor shall be charged with using one half (1/2) sick day subsequent to the second occurrence thereafter.
5. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent for four (4) or more consecutive workdays shall be required to submit acceptable medical evidence substantiating the illness. The Town may require proof of illness of an employee on sick leave, notwithstanding the limitation in the preceding sentence, whenever it is reasonably suspected that the employee is abusing sick leave. Abuse of sick leave shall be cause for disciplinary action. The medical evidence shall indicate the nature of the illness, the extent to

which it incapacitates the employee, the diagnosis and prognosis for recovery, all in the form of a physician's certification. In the event of any question concerning the above entitlement, the Town may require the employee to be examined by a Town designated physician.

2. The Town may require an employee who has been out because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Town, by a physician designated by the Town. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of the other employees.
3. If a supervisor utilizes a sick day and the use of that sick day does not cause the employer to incur any overtime pursuant to a manpower shortage, the supervisor may apply to use a Vacation Day, Holiday or Compensatory Time or Training Time in lieu of a sick day. However, there will be no in lieu eligibility on Saturday or Sunday, when this day causes overtime or when the one patrol supervisor is already granted off pursuant to Article 8, Section B (13) of this Agreement.

E. MODIFIED DUTY

1. An employee who suffers a non-work connected injury will be permitted to work an assignment when they submit medical evidence that they will be able to return to full duty within twenty (20) working days. The employee's assignment will be determined by the Chief of Police or his designee. While on modified duty the employee is not entitled to overtime.

F. WORK INCURRED INJURY

1. Where an employee covered under this Agreement suffers a work-connected injury or disability, the Town shall continue such employee at full pay during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the Town.
2. The employee shall be required to present evidence by a certificate from the assigned worker's compensation physician that he is unable to work. The Town may require the said employee to present an additional certificate from the Town designated physician.

3. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Town or by its insurance carrier, then and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation or by the final decision of the last reviewing court, which shall be binding upon the parties.
4. For the purpose of this Article, injury or illness incurred while the employee is acting in any Town authorized activity shall be considered in the line of duty.
5. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workmen's Compensation judgement or, if there is an appeal therefrom, the final decision of the last reviewing court.
6. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE 13

DECEASED EMPLOYEES

- A. Any employee who dies as an employee in good standing shall be treated as a retired employee, and his estate shall receive all regular pay, accrued vacation pay, holiday pay, college credit payments, and terminal leave to which the employee would have been entitled as an employee retiring in good standing.
- B. Should an active member of the Union, die while in the performance of and as a direct and proximate result of his and her law enforcement duties in the State of New Jersey, the Town will agree to purchase and pay for health insurance coverage for the member's spouse and the member's dependent(s) (26 years of age or younger) at the time of death. This coverage shall continue until such time as either the spouse remarries, becomes otherwise eligible to obtain benefits through another source, including but not limited to health insurance coverage offered by the spouse's employer, Medicare or Medicaid. The insurance coverage that the Town will purchase for the deceased member's spouse shall be at the same level provided to all Union members under the existing Union contract and shall be subject to change in accordance with a change in negotiated contractual terms.

1. If there is any dispute regarding whether or not the employee's death was the direct and proximate result and/or was directly related to his or her employment or was in the performance of his or her law enforcement duties, a decision by a Workers Compensation Court or other Court of competent jurisdiction or by the final decision of the last reviewing court, shall control the determination.
2. The spouse and any dependent(s) are responsible to notify the Town immediately of any qualifying events regarding continuation of coverage. A qualifying event is defined as one of the following:
 - a) Marriage
 - b) Death
 - c) Emancipation of Dependent
 - d) Adoption
 - e) 63rd Birthday
 - f) Availability of Health Benefits through an employer other than the town.

Failure to immediately notify the Town will subject the decedent spouse and dependent(s) to loss of coverage and/or liability for costs incurred to the Town.

This provision of the Collective Bargaining Agreement is not subject to the grievance procedures contained in Article 3 of this Agreement.

ARTICLE 14

MAINTENANCE OF STANDARDS

- A. All conditions of employment relating to wages, hours of work, and general working conditions contained in the Rules and Regulations of the Police Department, Ordinances or Resolutions of the Town pertaining to Police employees, or directives from the Office of the Police Chief which are of universal application within the Police Department, currently in effect, shall be maintained for the life of this Agreement.
- B. Proposed new rules or modifications of existing rules governing working conditions as set forth above, shall be negotiated with the majority representative prior to implementation.

ARTICLE 15

ASSOCIATION ACTIVITIES

- A. The Town agrees to grant time off with pay up to a maximum of one (1) member of the SOA designated by the Association to attend:
 - 1. The annual New Jersey State PBA Collective Bargaining Seminar.
 - 2. New Jersey State PBA Mini-Convention.
 - 3. New Jersey PBA main Convention.
 - 4. Any employee planning to attend such seminar shall provide at least one (1) months' notice to the Town. The designated employee(s) shall receive leave for a period inclusive of the duration of the seminar and reasonable travel time to and from said convention.
- B. The one (1) member maximum shall be chosen from the SOA Representative or his designee.
- C. The Town shall provide the SOA representative time off from duty in order to attend local and county PBA meetings for the duration of those meetings only, without loss of regular pay.
- D. The Town and the Association agree that neither party shall enter into any contractual agreement with any individual employee which in any way reduces or conflicts with the terms and provisions of this Agreement.
- E. Nothing contained herein shall be construed to deny or restrict any employee or the Town in such rights as they may have under New Jersey Statutes or other applicable laws and regulations. The rights guaranteed hereunder shall in all cases be deemed to be in addition to those provided elsewhere.
- F. During negotiations, an SOA representative, not to exceed one (1), shall be excused from their normal duties for such periods of negotiation sessions as are mutually scheduled.
- G. The Town recognizes the right of the Association to designate representatives within the Department and alternates for the monitoring of this Agreement provided they are members of the Department or their attorneys. The Association shall furnish the Town in

writing the names of the representatives and the alternates and notify the Town of any changes.

- H. The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.
 - 2. The transmission of such messages and information, which shall originate with, and are authorized by the Association or its officers.
- I. The Association's designated representatives shall participate in all mutually scheduled proceedings arising out of the grievance arbitration procedure and mutually scheduled meetings and conferences between the Association and the Department during work time with no loss of pay or benefits.

ARTICLE 16

RIGHTS OF EMPLOYEES

- A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.
- B. The security of the community depends to a great extent on the manner in which Police Supervisors perform their duty, and their employment is in the nature of the public trust.
- C. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.
- D. Out of these contacts may come questions concerning actions with the public.
- E. These questions may require investigation by Superior Officers designated by the Chief of Police and the governing body.
- F. In an effort to ensure that these investigations are conducted in a manner that is conducive to good order and discipline, the following rules are hereby adopted:
 - 1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation

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

2. The interrogation shall take place at a location designated by the Chief of Police. Usually, it will be at Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before an interrogation commences. If the informant or complainant's name is anonymous or unknown to the Department, then the Supervisor shall be so advised.
4. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
5. The member of the force shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigation officer from informing the member of the possible consequences of his acts.
6. If a member of the force is under arrest or is likely to be, that is, if he/she or a suspect or the target of a criminal investigation, he/she shall be given his rights pursuant to the current decision of the United States Supreme Court, and he/she shall be afforded an opportunity to consult with counsel or Association representatives before and during any further interrogation. The member shall also be advised of the name of the complainant at this time.
7. If a member, as a result of an investigation, is being charged with a violation of the rules and regulations, or is about to be charged, he/she shall be afforded an opportunity to consult with counsel or Association representatives before and during any further interrogation. The member shall also be advised of the name of the complainant at this time.

ARTICLE 17

LEAVES OF ABSENCE

- A. A leave of absence, without pay, may be granted for good cause to any employee for a period of up to six (6) months. Said leave may be extended for an additional period of

six (6) months. Such leave shall be granted at the sole discretion of the Mayor and Council upon the recommendation of the Chief of Police and shall not be arbitrarily or unreasonably denied.

- B. A member on unpaid leave shall be considered on an inactive status and shall turn in his/her identification and badge prior to commencing his/her leave. While on said leave, neither seniority nor any other benefits under this Agreement shall accrue. To be eligible to participate in the Town's Health Insurance Program, an employee on leave shall prepay the premiums due for the period of leave. Upon return from leave, an employee shall be restored to the level of seniority enjoyed immediately prior to the commencement of leave.

ARTICLE 18

EXCHANGE OF DAYS OFF

- A. The tour commander shall grant the request of an employee of the Department to exchange working tours and/or days off with other Supervisors under the following conditions:
 - 1. Exchanges shall only be permitted between Supervisors possessing similar skill and training (e.g., desk officer) and such exchange will not leave the tour uncovered with respect to said skill.
 - 2. All requests will be made at least twenty-four (24) hours prior to the requested exchange, in writing, and will be recorded in the Department records.
 - 3. Exchanges shall not be permitted for days on which either Officer is scheduled for a court or administrative agency appearance.
 - 4. Anyone who exchanges a working tour will lose their "bumping rights" when submitting time off requests for the tour they choose to work.

ARTICLE 19

HEALTH AND WELFARE INSURANCE

- A. The Town will provide coverage for each Supervisors and the Supervisor's dependents utilizing the State Health Benefits Program (SHBP) and shall offer all plans to members of this unit as permitted by SHBP or an equal or better plan, at the Town's option. The Town will provide the optional SHBP prescription drug program or an equal or better plan to the members of this unit.

The Town will provide coverage for each retired member up to the age of sixty-five (65) and that insurance coverage shall be identical to the coverage the retired member received during his or her last year of employment.

The Town will maintain a dental program equivalent to the coverage provided other municipal employees.

The Town shall be reimbursed for health care costs by the unit member at an amount equal to 1.5% of their annual base salary.

The Town further agrees to pay a stipend to any supervisor that is legally permitted to receive a stipend for the waiver of health benefits equivalent to 25% of the cost of those benefits or \$5,000.00, whichever is less, unless this amount is changed by any future law or regulation. This payment shall be made in the year after the benefits are waived and will be prorated for any portion worked and/or portion the supervisor was eligible for enrollment in SHBP.

- B. Should the provision of any feature of this insurance program be declared illegal, such insurance benefit will be dropped from the contract.
- C. The Town reserves the right to change insurance carriers so long as substantially similar benefits are provided.
- D. The employees will be responsible for and required to make 100% of their respective premium contributions mandated under paragraph A above until a new successor agreement is reached between the Town and the Union.
- E. The Town shall provide the employee with legal aid as required by the Statute. In the event a supervisor elects to utilize a privately retained attorney, the appropriate arrangements shall be made regarding fees with the Town. (Except where the insurance company provides defense, in which case the company provides the attorney). Any liability for costs of legal defense beyond those agreed to by the municipality shall be the responsibility of the individual employee.
- F. The Town shall maintain at its expense a full dental program equivalent to the coverage provided other municipal employees.
- G. For the contract year of 2021, each employee covered by this Agreement shall receive two hundred fifty (\$250) dollars per year as an eyeglass purchase allowance, which may be utilized for the employee or a member of the employee's family. Beginning January 1, 2022, the employee shall be reimbursed up to a maximum of \$500.00 per year, upon

the presentation of receipts for the purpose of optical exams, contacts, glasses, or related items, for the employee or the employee's dependents. Payment shall be made after submission of copies of paid invoices from an optical care provider, no later than November 15th of each calendar year.

- H. Should the Town contemplate changing its dental program, it shall provide the Union with notice of this proposed change and information regarding the policy coverage change it is contemplating.
- I. Employees shall be entitled to post-retirement health insurance in accordance with the Town resolution of December 26, 2000 (2000-235), and the practices incident thereto. Exhibit B attached hereto.
- J. The Town shall continue with its practice of reimbursing retired members for the cost of Medicare Part – B & D benefits consistent with all other retired employees of the Town.
- K. Coverage for employee's dependents shall be continued for the dependents until they reach age 26, unless the federal or state law provides for a lesser age.

ARTICLE 20

ADDITIONAL LEAVES

- A. In the event of a death in the immediate family, employees shall be granted time off from the date of death to the date of the funeral. For leave granted under this section, the officer shall receive a minimum of three (3) days off and a maximum of five (5) days off.
- B. For the purposes of this Article, immediate family shall be defined as spouse, child, stepchildren, mother, father, sister, brother or stepparents.
- C. In the event of the death of a mother-in-law, father-in-law, grandparent, or any other relative in the immediate household of the employee, the employee shall receive time off upon request from the date of death up to the day of the funeral, not to exceed three (3) days.
- D. Upon serious illness of a member of the immediate family of an employee, as defined in B, above, leave of absence shall be granted at the sole discretion of the Town Council. This leave will be with pay provided the employee has adequate PTO (sick, vacation, holiday, compensatory, etc.) to cover the leave, which will be charged against the

employees PTO. If there is not adequate PTO, the leave will be granted without pay subject to the Family Medical Leave Act and New Jersey Family Medical Leave Act.

In the event of the birth of a child, an employee shall receive time off for a period of five (5) working days from the date of the birth of the employee's child. Such working days off shall not be deducted from the employee's accumulated and/or entitled sick, vacation, administrative or personal time off from work.

- E. Time off under this Article shall be in addition to all other time off and benefits granted herein. All leave under this Article shall be with pay.
- F. An officer on "Family Leave" pursuant to State or Federal laws, regardless of the type of time being used (sick, vacation, holiday, compensatory, etc.) will count towards the allotted "one supervisor off from work" guarantee when the supervisor is out for more than twenty-five (25) calendar days.

ARTICLE 21

DISCIPLINARY ACTION

- A. Permanent employees shall be disciplined only for just cause.
- B. Employees shall not be suspended or suffer any loss in benefits until after said employee has had a disciplinary hearing and has been found guilty, except in cases of a severe nature when the Chief of Police deems the suspension of the employee as immediate necessity for the safety of the public or the welfare of the Department. The decision of the Chief of Police under this Section shall not be the subject of a separate arbitration proceeding.
- C. Willful or reckless abuse of municipal equipment shall constitute just cause for disciplinary action under this Article as determined by the Chief. The Town reserves the right to pursue additional remedies as it may have against the individual.

ARTICLE 22

UNIFORMS

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

- B. Should the Department undertake action wherein the uniform standards are altered, so long as the alteration is phased in or transitioned in over an eighteen (18) month period of time, any cost associated with the alteration shall be borne by the Employees.
 - 1. Employees shall be permitted to remove uniform hats while in headquarters, restaurants and radio cars.
 - 2. Employees whose physicians have provided a statement that the wearing of coraform, patent leather or other similar shoes are harmful to the employee's health shall not be required to wear same and said employees may wear neatly polished black leather shoes which conform with departmental standards.
 - 3. The employer shall use reasonable judgment when ordering the use or non-use of winter jacket based upon temperature, job assignment and other related factors.
- C. Nothing other than approved uniforms may be worn while on duty, except as plainclothes assignments might require.
- D. Except as provided for under paragraph C, in the event that the Town alters the current uniform standards, the Town shall purchase replacement items for the supervisor in the following quantities: 2 hats (1 Class "A", 1 Class "B"), 6 shirts (3 short sleeved, 3 long sleeved), 1 pair of summer pants, 1 pair of shoes, 2 ties, 2 shields (1 hat, 1 shirt), 1 dress blouse, 1 winter coat, 1 pair winter pants, 1 raincoat, 1 rain cover, boots, white gloves, gun belt, holster, firearm, ammunition, baton, handcuffs, key ring, whistle, wooden billie, flashlight and handcuff holder. In the event of a change of the authorized Police patch, the Town shall provide ten (10) replacement patches to each Officer. Any additional patches sought by a supervisor shall be provided "at cost" by the Town.

ARTICLE 23

PATROL CARS AND EQUIPMENT

- A. It shall be the responsibility of each supervisor to immediately report any defective vehicles to their immediate superior.
- B. In the event the Tour Commander determines that a vehicle is in an unsafe operating condition, said vehicle shall be removed from service and repaired.

- C. Police vehicles purchased after the execution of this Agreement shall be equipped with full police package when used primarily for patrol purposes.
- D. Vehicles that are primarily used for prisoner transport shall be equipped with a partition separating the rear passenger compartment from the front seats. Specialty vehicles, unmarked vehicles and extra-duty details do not require such partitions, unless their designated purpose is to transport prisoners.
- E. The following items shall be available at Headquarters: shovel, plastic bags and gloves, and an animal snare.
- F. Cars shall not be put into regular patrol service without adequate radio, red lights and siren, and radio. Interior lights to be deactivated when door is open.

ARTICLE 24

HANDGUNS

- A. In addition to the regulation duty weapons prescribed for all personnel by the Chief of the Department, an employee may carry an additional handgun concealed on his/her person, provided he has been qualified with respect to the use of same by a certified Range Officer.
- B. While off duty, an employee may carry a type, style and model handgun of his/her choice, provided he/she has been qualified with respect to the use of same by a certified Secaucus Police Department Range Officer, and the handgun is on the approved list.
- C. Ammunition for the regulation duty weapon shall be of a standard issue prescribed by the Chief of Police, and the Town will provide all ammunition required in connection with all uses of the regulation duty weapon. All such ammunition shall be replaced on an annual basis, without cost to the Police Officer.

ARTICLE 25

PERSONNEL EQUIPMENT

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

ARTICLE 26

DAMAGED POLICE VEHICLES

A supervisor shall not be required to list himself as the operator of a parked and unattended vehicle struck in an accident unless State law requires such listing.

ARTICLE 27

FACILITIES

- A. All sanitary facilities and equipment in the Department, including, but not limited to, toilets, shall be furnished and maintained in good working order by the Town.
- B. The Town shall also furnish, maintain in good working order, and replace when necessary, the following: lockers, chairs, tables, dressing room facilities.
- C. Every member shall be supplied with his own personal locker for which he/she may provide his/her own lock, in accordance with current practice.
- D. The town will provide a separate room known as the Squad Room equipped with a computer for the use of the employees for the purpose of typing and dictating reports. Communication between the Desk and the Squad room will be available.
- E. The Town will provide necessary records and evidence prior to Court appearances as per past practice.
- F. The Association may install, at its own expense a lock on the locker room door. The key or combination will be available at the Desk for access by Town authorized personnel.

ARTICLE 28

OFF DUTY POLICE ACTION

Since all Police Supervisors are presumed to be subject to duty 24 hours per day, any legitimate action taken by a member of the force on his/her time off within the Town of Secaucus, which would have been taken by a Police Supervisor on active duty, if present or available, shall be

considered Police action, and the employee shall have all rights and benefits concerning such action as if he were then on duty. The above definition is subject and subordinate to any reference in N.J.S.A. 40A-1, et seq. and any other applicable statutes. Any supervisor taking such police action on his or her time off within the boundaries of the Town of Secaucus shall be deemed a "recall of duty" and the officer will be entitled to 3 hours of pay as provided for under Article 8(B)(9). However, the minimum guarantee will not apply to any officer while performing extra duty employment/off duty security.

ARTICLE 29

FUNERAL SERVICES

- A. Whenever a sworn law enforcement Officer is killed in the line of duty in the State of New Jersey, the Town agrees to permit at least two (2) uniformed Police Supervisors to participate in funeral services for the fallen officer. Supervisors that work funeral details or attend the funerals of fallen officers shall receive compensation time directly commensurate with the actual time spent traveling to, attending, and working the funeral service. Such compensation time will be credited to their compensation banks.
- B. The Town agrees to provide one police cruiser for every two (2) supervisors that attend or are working said funeral details.
- C. In the event of the death of a Police Officer or Firefighter in the line of duty in the State of New Jersey, the Town agrees to supply a Police vehicle (marked) for the use of two (2) members of the Association to attend an official funeral procession. The two (2) members shall be chosen by the Association and shall do so in their own time.

ARTICLE 30

POLICE SCHOOLS

- A. When the Chief requires supervisors to attend training school, such attendance shall be time worked and shall be in lieu of duty for the time spent at the course plus reasonable travel time. Travel time shall be shorter of either to and from headquarters or to and from the employee's home, if the employee is permitted to attend directly from home.
- B. A supervisor may request permission to attend training schools other than those required by the Town. If permission is granted, such schooling shall be on the

employee's own time and at his/her own expense, but certification of completion shall become part of his/her record. Such permission shall not be unreasonably denied.

- C. The employer may assign up to forty-eight (48) hours of training time per year. The training time must be scheduled in minimum block of four (4) hours and shall not be assigned during the months of July and August. If an employee meets the 48 hours annual quota/maximum, he or she shall receive 50.5 hours in compensatory time. In the alternative, an employee has the option of receiving straight time on an hour for hour basis with no four (4) hour minimum. The training time will not take place on Saturday and Sunday. The Chief to the best of his ability will attempt to not schedule training on days that are scheduled regular days off for the officer.

ARTICLE 31

MILITARY LEAVE

Any employee called into armed forces of the United States whether voluntary or drafted, shall be given all the protection of the applicable State and Federal laws, and leave of absence shall be granted as is required.

ARTICLE 32

COMMENDATIONS

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

- | | |
|----------------------------|-------------------------------|
| • Medal of Honor | 2 days' pay |
| • Combat Cross | 1 days' pay |
| • Excellent Police Service | Certification of Commendation |

ARTICLE 33

PERSONNEL FILES

- A. A separate personnel file shall be established and maintained for each employee covered by this Agreement. Personnel files are confidential records and shall be maintained in such manner.

- B. Any member of the Police Department may review his personnel file upon request.
- C. Whenever a written complaint concerning a police officer or his/her actions is to be place in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file.
- D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from without the employee's permission.
- E. An employee shall be entitled to photocopy any portion of his/her file upon request, at the employee's cost.
- F. Phone numbers and addresses of Supervisors shall be confidential and shall not be kept in view of the public. No one shall be permitted to disclose phone numbers of Supervisors to anyone not in the Police Department.

ARTICLE 34

EDUCATION INCENTIVE

- A. The Town hereby agrees to compensate supervisors for pursuing higher education in the field of Criminal Justice.
- B. Compensation shall be at the rate of ten (\$10.00) dollars per credit for courses leading to AA, BA, OR MA degrees in Criminal Justice at an accredited institution of higher education. This compensation shall be a stipend paid annually during December of each year for credits earned up to and through that year as evidenced by a official transcript.
- C. New hires, in addition to all other payments, including salary contained herein, shall receive compensation for education credits earned prior to employment in accordance with paragraph B of the Article.
- D. If an employee is on unpaid leave status for all or part of any year, the employee shall not be entitled to accumulate the benefits set forth herein for the period of such status.

ARTICLE 35

MISCELLANEOUS

- A. Every supervisor shall, at the expense of the Town, be furnished with a valid identification card for the purpose of identifying said individual as a member of the Secaucus Police Department.
- B. The Town shall permit the installation of a bulletin board of reasonable size, at the expense of the Association, in what is referred to as the "locker room".
- C. Payroll checks shall be put in individual envelopes.
- D. Whenever an employee submits a request for time off, transfers, or school attendance, the request shall be returned to the employee with a written notice of approval or disapproval, and when disapproval is forwarded to the employee, it shall state the reason or said disapproval.

ARTICLE 36

SEVERABILITY AND SAVINGS

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

ARTICE 37

DATA FOR FUTURE BARGAINING

- A. The Town and the Association each agree to make available to the other all relevant public data in their possession that each may require to bargain collectively.

- B. The relevant data noted above may include, but may not be limited to, such items as salaries and benefits enjoyed by other employee groups, the costs of various insurance and other programs, information concerning overtime worked by employees, the total number of injuries on duty, the total length of time lost as result of injuries on duty, and other data of a similar nature, subject to this Article.

ARTICLE 38

PROMOTIONS AND LAYOFFS

Promotions to any higher rank in the Secaucus Police Department shall be made pursuant to 40A: 14-129 and applicable Town Ordinances.

ARTICLE 39

NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. The Town and the Association agree to enter into negotiations over a successor Agreement in accordance with existing law and agree to present each other their proposals for modifications to be included in any successor Agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects, which it desires to place before the other for consideration. Such Agreement shall apply to all

members of the negotiating unit and the Town, and shall be reduced to writing, and after ratification by the parties, shall be executed by them.

- B. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, make counter proposals, and accept any of them in the course of negotiations, consistent with their status as representatives of their principals.
- C. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations by a written amendment duly executed by both parties.

ARTICLE 40

AGENCY SHOP

- A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit 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 shall be in an equal amount to eighty-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the Town by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Town.
- B. The Association agrees that it will indemnify and save harmless the Town against any and all actions, claims, demands and liabilities resulting from any suit or action brought as a result of the implementation of agency shop. The Association further agrees that it shall reimburse the Town for all costs, including reasonable attorney's fees, not to exceed one hundred seventy-five (\$175.00) dollars per hour, incurred in defense of the Town. This section shall only apply provided there is neither intentional nor negligent wrongdoing on the part of the Town.

ARTICLE 41

TERMINAL LEAVE

- A. In the event an employee covered by this Agreement retires from employment with the Department in good standing, said employee shall receive terminal leave compensation based upon the following formula.
- B. Terminal leave shall be determined based upon the number of years of service multiplied by ten (10) days per year, less any sick leave utilized, times the daily rate of pay at the time of retirement, to a maximum entitlement of one hundred twenty-five (125) days. For purposes of this calculation, the days shall be computed at eight (8) hours, and the hourly rate of pay computed based upon forty (40) hours per week, pursuant to the present method of calculating the value of a day for salary purposes, such as overtime rates, holiday pay rates, etc. Employees shall work until their retirement day and receive the terminal leave in lump sum payment. In the event of a bona fide long-term illness or injury as set forth above, the Mayor and Council may determine, based upon their assessment of the length of service and quality of service rendered by the individual employee, to waive the deduction of a long term illness or injury or any part thereof from the formula as aforesaid. Terminal leave shall be available only to employees who retire in accordance with the requisites of the pension system.
- C. Supervisors on Terminal Leave will not count as a person off for scheduling purposes.

ARTICLE 42

NO WAIVER

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

ARTICLE 43

DURATION

This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until December 31, 2025 **IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands and seals the day and year first above written.

TOWN OF SECAUCUS



Gary M. Jeffus
Town Administrator

Date: 1/12/2022

Date: _____

Date: _____

SECAUCUS SOA LOCAL 84



SCOTT LANGEVIN
Taylor Ensmann
Taylor Ensmann

Date: 1-7-22

Date: 1-7-22

Date: _____

Exhibit A

Superior Officer Guide

		3.00%	3.00%	3.00%	3.00%	3.00%
		2020	2021	2022	2023	2024
Sergeants		\$150,318.43	\$154,827.98	\$159,472.82	\$164,257.01	\$169,184.72
8th Year	3%	\$154,828.01	\$159,472.82	\$164,257.01	\$169,184.72	\$174,260.26
11th - 15th year	5%	\$157,834.01	\$162,569.38	\$167,446.46	\$172,469.86	\$177,643.95
16th - 20th year	7%	\$160,840.00	\$165,665.94	\$170,635.92	\$175,755.00	\$181,027.65
21st -25th year	10%	\$165,349.58	\$170,310.78	\$175,420.10	\$180,682.71	\$186,103.19
26 plus years	11%	\$166,853.16	\$171,859.06	\$177,014.83	\$182,325.28	\$187,795.04

Lieutenants		\$165,205.83	\$170,162.00	\$175,266.87	\$180,524.87	\$185,940.62	\$191,518.84
8th Year	3%	\$170,161.73	\$175,266.87	\$180,524.87	\$185,940.62	\$191,518.84	\$197,264.40
11th - 15th year	5%	\$173,465.66	\$178,670.11	\$184,030.21	\$189,551.11	\$195,237.65	\$201,094.78
16th - 20th year	7%	\$176,769.59	\$182,073.35	\$187,535.55	\$193,161.61	\$198,956.46	\$204,925.15
21st -25th year	10%	\$181,725.49	\$187,178.21	\$192,793.55	\$198,577.36	\$204,534.68	\$210,670.72
26 plus years	11%	\$183,377.45	\$188,879.83	\$194,546.22	\$200,382.61	\$206,394.09	\$212,585.91

Captains		\$180,106.18	\$185,509.37	\$191,074.65	\$196,806.89	\$202,711.09	\$208,792.43
8th Year	3%	\$185,509.36	\$191,074.65	\$196,806.89	\$202,711.09	\$208,792.43	\$215,056.20
11th - 15th year	5%	\$189,111.22	\$194,784.83	\$200,628.38	\$206,647.23	\$212,846.65	\$219,232.05
16th - 20th year	7%	\$192,713.09	\$198,495.02	\$204,449.87	\$210,583.37	\$216,900.87	\$223,407.89
21st -25th year	10%	\$198,116.46	\$204,060.30	\$210,182.11	\$216,487.57	\$222,982.20	\$229,671.67
26 plus years	11%	\$199,917.97	\$205,915.40	\$212,092.86	\$218,455.64	\$225,009.31	\$231,759.59

EXHIBIT B 2000-235

TOWN OF SECAUCUS COUNTY OF HUDSON RESOLUTION

WHEREAS, on May 23, 1978, the Mayor and Council of the Town of Secaucus adopted a resolution which inter alia provided for post-retirement health insurance for employees who retired with 20 years of service to the Town of Secaucus.

WHEREAS, in 1979, the Legislature enacted N.J.S.A. 40A:10-23, which for the first time authorized and delimited the circumstances under which municipalities were permitted to provide such post-retirement health insurance coverage; and

WHEREAS, said statute has been amended from time to time; and

WHEREAS, as a result of recent legal opinions received by the Town in connection with the applications of various former public officials for said benefit, it has been determined that the 1978 resolution is void and unenforceable in accordance with the decision of the Appellate Division as affirmed by the Supreme Court of the State of New Jersey in Wolfsberger v. Borough of Point Pleasant Beach, 305 N.J. Super. 446 (App. Div. 1996), affirmed O.B., 152 N.J. 40 (1997); and

WHEREAS, the Town of Secaucus is desirous of providing said benefit in accordance with law.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Effective immediately, the Town of Secaucus shall provide post-retirement health benefits for retiring employees and their dependents, (only during the retired employees life), who at the date of retirement have not less than 25 years of service credit in a state or locally administered retirement system and have served at least 20 years as an employee of the Town of Secaucus.
2. Nothing contained in this resolution shall serve to curtail, modify, or limit in any manner the benefits provided to employees who have already retired and are receiving the benefits provided pursuant to the 1978 resolution. This determination is in accordance with the determination of the New Jersey Supreme Court in the case of Middletown Township PBA v. Township of Middletown, 162 N.J. 361 (2000).

December 26, 2000

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on December 26, 2000.

Michael Marra *Richard Blum*
Town Clerk Mayor

Motion	JR	Yes	No	Abside	Absent
Second	RK				
Councilman Grecco		✓			
Councilman Buckner		✓			
Councilman Castellone		✓			
Councilman Harris		✓			
Councilman Kistner		✓			
Deputy Mayor Kelly		✓			
Mayor Blum		✓			