

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 10-311

Agenda No. 10.Z.4

Approved: MAY 12 2010

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY POLICE OFFICERS BENEVOLENT ASSOCIATION**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :**

**WHEREAS**, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City Police Officers Association; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2009 through December 31, 2012; and

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and Jersey City Police Officers Association, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK  
5/5/10

APPROVED: *[Signature]*  
APPROVED: *[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM  
*[Signature]*  
Corporation Counsel

Certification Required   
Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/12/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ		✓		RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

**AGREEMENT**

**Between**

**CITY OF JERSEY CITY**

**- and -**

**JERSEY CITY POLICE OFFICERS BENEVOLENT ASSOCIATION**

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**JANUARY 1, 2009 through DECEMBER 31, 2012**

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## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
1.	RECOGNITION	2
2.	MAINTENANCE & MODIFICATION OF WORK RULES	3
3.	ASSOCIATION REPRESENTATIVE & MEMBERS	4
4.	RETENTION OF CIVIL RIGHTS	6
5.	RETIREMENT	7
6.	LEAVES OF ABSENCE	8
7.	DUES DEDUCTION & REPRESENTATION FEE	9
8.	MANAGEMENT RIGHTS	13
9.	NON-DISCRIMINATION	14
10.	WORK DAY & WORK WEEK	15
11.	VACATIONS	17
12.	INJURY AND SICK LEAVE	22
13.	INSURANCE, HEALTH & WELFARE	24
14.	TUITION REIMBURSEMENT	28
15.	EXCHANGE OF DAYS OFF	29
16.	HOLIDAYS	30
17.	COMPENSATORY TIME	31
18.	OVERTIME	33
19.	CLOTHING ALLOWANCE	35
20.	TERMINAL LEAVE	36

21.	BEREAVEMENT LEAVE	38
22.	MILITARY LEAVE	39
23.	BULLETIN BOARDS	40
24.	GRIEVANCE PROCEDURE	41
25.	NON-CONTRACTUAL GRIEVANCE PROCEDURE	45
26.	ASSIGNMENTS & REPORTING TIME	47
27.	POLICE EQUIPMENT	48
28.	SAFETY AND HEALTH COMMITTEE	49
29.	QUALIFICATION OF EMPLOYMENT	50
30.	COMMENDATIONS & HONORABLE MENTIONS	51
31.	DEFECTIVE VEHICLES	52
32.	SPECIAL TRAINING	53
33.	SALARIES & LONGEVITY	54
34.	TABLE OF ORGANIZATION	56
35.	BLOOD DONOR	57
36.	MISCELLANEOUS	58
37.	CIVIL SERVICE CLASSIFICATION & PROMOTION	60
38.	POLICE OFFICER'S BILL OF RIGHTS	61
39.	TIME OFF FOR BROTHER OFFICERS KILLED IN THE LINE OF DUTY	64
40.	SEPARABILITY AND SAVINGS	65
41.	EXTENSION OF CONTRACT AGREEMENT	66
42.	DISCHARGE AND DISCIPLINE	67
43.	DURATION OF AGREEMENT	69

**PREAMBLE**

THIS AGREEMENT, entered into this 18 day of MAY, 2010 by and between the City of Jersey City, a Municipal Corporation of the State of New Jersey (hereinafter called the "City") and the Jersey City Police Officers Benevolent Association, Inc. (hereinafter called the "POBA" or the "Association"), represents the complete and final understanding on bargainable issues between the City and the Association, and the City agrees not to enter into any other Agreement or contract with those of its employees who are hereby covered which in any way conflicts with the terms and provisions of this Agreement.

## RECOGNITION

A. The City hereby recognizes the Association as the exclusive collective negotiations agent for all non-supervisory sworn Police Officers employed by the City.

B. The title "Police Officer" shall be defined to include the plural as well as the singular, and to include males as well as females, and those Police Officers assigned to the Investigative Division of the Police Department.

C. The title "Police Officer" shall be exclusively used on all Departmental and City communications.

**ARTICLE 2**

**MAINTENANCE & MODIFICATION OF WORK RULES**

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 City pertaining to police employees, or directives from the Office of the Police Chief or Director of Public Safety 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, which are not exclusive within the discretion of management, shall be negotiated with the majority representative prior to implementation.

C. The provisions of this Agreement will govern, where specifically applicable, any inconsistent rules, regulations or ordinances or any other provisions or manual or law notwithstanding. The City will cause to be drafted and put into effect all necessary ordinances to make existing ordinances consistent with the Agreement.

### **ARTICLE 3**

#### **ASSOCIATION REPRESENTATIVE & MEMBERS**

A. Accredited representatives of the Association, not to exceed three (3), shall be permitted to visit Police Headquarters, substations, or the Office of the Police Director for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representative enter the City's facilities or premises as outlined above, it will request such permission from the appropriate City representatives, and such permission will not be unreasonably withheld, provided further that there shall be no interference with the normal operations of the business of City government or the normal duties of employees. Before entering the aforesaid premises, the authorized representative shall notify the Unit Commander or, in his/her absence, his/her authorized representative.

B. The President of the Association and his/her designees [not to exceed two (2)] shall be assigned to special duty, utilizing flexible time arrangements on a staff schedule (otherwise referred to as "flex time") in performing their assigned POBA duties and functions, and except in emergencies shall be entitled to administer and enforce the provisions of this Agreement. At the request of the Police Director, the POBA designees shall supply the Police Director with the hours worked over a twenty-one (21) day work cycle.

C. In the absence of the President, the first Vice-President of the Association shall be assigned to special duty so that he/she may assume the duties of the President.

D. During the negotiations, authorized Association representatives, not to exceed five (5), shall be excused from their normal work duties to participate in collective negotiation sessions that are mutually scheduled to take place during their scheduled work



time, and shall suffer no loss of regular pay thereby.

E. The City agrees to grant time off to a maximum of thirteen (13) employees designated by the Association to attend police conventions as provided by state statute, provided seventy-two (72) hours written notice is given to the Chief of the Department by the Association. Said convention leave will include reasonable travel time.

F. Two (2) members of the Association shall be granted the day off to attend state meetings and state legislative sessions, including legislative hearings.

G. Elected officers and unit delegates, not to exceed twenty-five (25), shall be granted time off to attend local meetings and caucuses, provided Divisional or Departmental operations are not impeded by the granting of such requests.

H. The current practices with respect to the operation of the Association office at 282 Central Avenue, Jersey City, New Jersey, will be maintained for the life of this Agreement. However, if the City deems it necessary to sell or utilize said building for other purposes, the Association shall be provided with comparable office space in another police facility.

I. Police Officers granted time off pursuant to this Article will be required to report to work and will be released for the duration of the function or meeting only.

**ARTICLE 4**

**RETENTION OF CIVIL RIGHTS**

Employees shall retain all civil rights under New Jersey State law and federal laws, consistent with their authorities and responsibilities as Police Officers, provided, however, this provision shall not be deemed to limit or modify the civil rights of such employees as private citizens.

**ARTICLE 5**

**RETIREMENT**

Members who become eligible for retirement under New Jersey law and ordinance of the City of Jersey City shall retain all pension rights, hospitalization insurance and other benefits as currently provided.

## **ARTICLE 6**

### **LEAVES OF ABSENCE**

A. A leave of absence without pay for up to six (6) months will be granted for good cause to any member who has been employed for a period of one (1) day beyond the Police Officer's probationary period, as defined by Civil Service. The leave may be extended for up to an additional six (6) months. Such leave shall not be arbitrarily withheld.

B. The Association will be notified immediately of the leave of absence of any of the Police Officers within the bargaining unit, and of any extensions.

C. Police Officers on leave of absence shall not earn vacation time during such leave. Police Officers' annual vacation leave shall be pro-rated on a monthly basis.

D. The annual vacation leave, in accordance with Article 11, shall be reduced by the pro-rated number of monthly vacation days for each month said Police Officer is on leave of absence.

E. Police Officers on leave of absence shall not receive paid or compensatory holidays during such leave. Police Officers' holiday time shall be pro-rated on a monthly basis for the fourteen (14) holidays granted in accordance with Article 16. The holiday time shall be reduced to the same ratio of compensatory and paid days as stated in Article 16 by the pro-rated number of monthly holidays (1.2 days per month) for each month the paid Police Officer is on leave of absence.

## ARTICLE 7

### DUES DEDUCTION & REPRESENTATION FEE

A. The City agrees to deduct from the salaries of its Police Officers subject to this Agreement dues for the Association. Such deduction shall be made in accordance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with the records of any corrections, will be transmitted to the Association office by the 15<sup>th</sup> of each month following the monthly pay period in which the deductions were made.

B. If, during the life of this Agreement, there will be any change in the rate of Police Officers' dues, the Association will furnish to the City written notice thirty (30) days prior to the effective date of such change.

C. The Association will provide the necessary check-off authorization form and deliver the signed forms to the Police Department Finance Officer. The Association will indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the City in accordance with the instructions of the Association pursuant to this Article.

D. Pursuant to Chapter 295 of the Laws of 1977, the City will not deduct dues from the salaries of any Police Officers in the negotiating unit for an organization other than the Association. Further, the City agrees to terminate all existing dues deductions from unit Police Officers for organizations other than the Association on the July 1 following a request to do so by the Association.

E. Representation Fee.

1. Purpose of Fee. If a Police Officer does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31)

which is covered in whole or in part by this Agreement, said Police Officer will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the Police Officer's per capita cost of services rendered by the Association as a majority representative.

F. Amount of Fee.

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

2. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

G. Deduction and Transmission of Fee.

1. Notification. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the City a list of those Police Officers who have not become members of the Association for the then current membership year. The City will deduct from the salaries of such Police Officers, in accordance with

paragraph #2 below, the full amount of the representation fee and promptly will transmit the amount as deducted to the Association.

2. Payroll Deduction Schedule. The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Police Officer on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

a. Ten (10) days after the receipt of the aforesaid list by the City;

or

b. Thirty (30) days after the Police Officer begins his/her employment in a bargaining unit position, unless the Police Officer previously served in a bargaining unit position and continued in the employ of the City in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the Police Officer's employment in a bargaining unit position, whichever is later.

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

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

5. Changes. The Association will notify the City in writing of any changes in the list provided for in paragraph #1 above and/or the amount of the representation fee, and such changes will be reflected in any notice.

6. Probationary Police Officers. On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Association a list of all probationary Police Officers who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and date of employment for all such probationary Police Officers.

7. Indemnification. The Association will indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the City in accordance with the instructions of the Association pursuant to this Article.



**ARTICLE 8**

**MANAGEMENT RIGHTS**

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of New Jersey and of the United States.

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

**ARTICLE 9**

**NON-DISCRIMINATION**

Neither the City nor the Association shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or the employee's refraining from activity on behalf of, the Association.

## ARTICLE 10

### WORK DAY & WORK WEEK

A. 1. The normal work day and work week shall be the fifteen (15) section schedule for line employees working the steady day, evening, or midnight schedule. This schedule shall consist of five (5) 8-hour tours of duty followed by three (3) days off, followed by five (5) 8-hour tours of duty followed by two (2) days off, after which the cycle repeats itself.

2. The work schedule for staff personnel shall consist of a twenty-one (21) section schedule, consisting of five (5) days on duty, followed by two (2) days off, followed by five (5) days on duty with two (2) days off, followed by four (4) days on duty followed by three (3) days off, after which the cycle repeats itself. The staff work day shall consist of 8-hour days.

3. The normal work week of employees not assigned to schedules set forth in Sections A.1 and A.2. above will not exceed the annual work hours of the fifteen (15) section schedule. Any such deviation shall be negotiated if required by law.

4. The fifteen (15) section schedule shall be the determining factor for the hourly rate of pay for all members of the bargaining unit, including members working the staff schedule. Additionally, there shall be one (1) compensatory time day awarded to all members of the bargaining unit each year.

B. There shall be annual bidding for steady shifts on a seniority basis. All such bids shall be received no later than October 15<sup>th</sup>. The new shift assignments shall be implemented no later than forty-five (45) days thereafter. This shall not include light duty assignments and those requiring special skills.

C. An annual roster will be published in the month of March designating the assignment and status of each Police Officer.

D. All Association officials on special assignments will not lose their permanent assignment for their duration in office.

**ARTICLE 11**

**VACATIONS**

A. Annual vacations shall be granted strictly in accordance with seniority at each location.

B. Vacation periods shall begin January 1<sup>st</sup> and shall continue through the entire year, subject to the conditions of this Article. Further, for all years of service other than an employee's final year of service, vacation time of each employee for the ensuing year becomes vested on January 1<sup>st</sup>. During an employee's final year of service, vacation entitlement, rather than being vested on the first day of said year, will be prorated so that the employee receives fifty percent (50%) of the last year's entitlement if he/she retires on or before June 30<sup>th</sup> and the entire year's vacation allotment if he/she retires on or after July 1<sup>st</sup>.

C. The vacation period shall commence January 1<sup>st</sup> and continue until December 31<sup>st</sup> of each year. The vacation allowances shall be as follows:

1. For all employees hired prior to February 17, 2003, the vacation allowance shall be as follows:

0-1 Year	1 working day per month through end of first calendar year in which appointed.
2-3 Years	15 working days
4-5 Years	20 working days
After 5 years	30 working days

2. For all employees hired on or after February 17, 2003, the vacation allowance shall be as follows:

0-1 Year	1 day per month of employment
2-4 Years	15 working days per year
5-7 Years	17 working days per year
8-14 Years	22 working days per year
15-29 Years	23 working days per year
Start of 30 <sup>th</sup> Year	25 working days per year

D. Vacation time off requests shall be granted according to the vacation schedule agreed upon between the City and the Association. Vacation requests shall be submitted no later than January 31<sup>st</sup>. Notification of approval shall be granted no later than March 1<sup>st</sup>. Each employee shall receive at least fifteen (15) working days vacation during the calendar period May 20<sup>th</sup> through September 10<sup>th</sup> which shall be considered the "summer season." Each employee shall be entitled to use ten (10) working days vacation time as time off during the summer season at his/her request. Each employee shall defer the use of one (1) or more weeks (5 working days) of his/her summer season vacation. The employees shall make written request to defer such vacation time when the yearly vacation requests are submitted as specified in this Article. The employee shall have the right to exchange such deferred vacation time pursuant to options 1, 2, or 3 below:

1. This option consists of exchanging summer season vacation for equivalent cash payment. Each employee may initially request to exchange for cash one (1) week (5 working days) of vacation. The City agrees to fund this vacation buy-back option with at least a dollar amount equal to the aggregate dollar amount of one (1) week's pay for each member of this bargaining unit. In the event this option to exchange one (1) week for

cash is not utilized by all members, the number of weeks unused will be available for members who may wish to exchange a second week of summer season vacation. If this still leaves weeks unused, any member may exchange a third week of summer season vacation for cash. In any event, if the number of weeks requested to be exchanged exceeds the number of weeks available, seniority shall be the determining factor in which applicant receives the exchange. Payment for exchanged weeks shall be made no later than June 15<sup>th</sup> for employees commencing summer season vacation prior to August 1<sup>st</sup> and no later than August 15<sup>th</sup> for vacations commencing subsequent to August 1<sup>st</sup>.

2. This option consists of exchanging one summer season week vacation (5 working days) for five (5) single use vacation days which are to be used at a time other than during the summer season, and must be used within that calendar year and which must be used at a time other than during the summer season or during the period December 20<sup>th</sup> through January 3<sup>rd</sup> ("holiday season").

3. This option consists of deferring the use of any or all summer season vacation weeks to other than the summer season or holiday season. Any employee exercising this option shall, in addition to receiving the re-scheduled vacation, receive an additional compensatory day for each such week deferred, which compensatory day may be either used or accumulated as are all other compensatory days.

4. This option permits any employee to request the restoration of five (5) deferred summer season vacation days (1 week) to be taken within the summer season. Such requests shall only be granted with the approval of the Chief of Police who, in consideration of the staffing requirements and reduction in leave time sought of

approximately one (1) week per unit member in the aggregate, shall not arbitrarily or unreasonably deny such requests.

5. This option consists of an employee converting one (1) non-summer season vacation week for five (5) single use vacation days to be used at a time outside the summer season and must be used within that calendar year. Eligibility for this option shall be that the employee must have exercised the option in Paragraphs 1, 2 or 3 above. In no event shall an employee be entitled to more than five (5) single use vacation days in a calendar year, unless hired on or after February 17, 2003 which employees will be entitled to up to seven (7) single use vacation days. Scheduling of single use vacation days shall be treated as compensatory time and subject to the provisions of Article 17 herein.

6. In addition to what has been set forth above, an employee may exchange one (1) week of vacation for five (5) single use vacation days. Eligibility for this option shall be that the employee must have exercised the option in Paragraphs 1, 2 or 3 above. In no event shall an employee be entitled to more than five (5) single use vacation days in a calendar year, unless hired on or after February 17, 2003 which employees will be entitled to up to seven (7) single use vacation days. Scheduling of single use vacation days shall be treated as compensatory time and subject to the provisions of Article 17 herein.

E. A vacation book shall be established to contain all unused vacation time.

F. Employees shall not be subject to recall on days off immediately prior to, or upon return from, vacation unless all vacations are cancelled because of an emergency.



G. An employee shall have the right to accrue unused annual vacation time with no maximum limitation to the extent permitted by law.

## ARTICLE 12

### INJURY AND SICK LEAVE

A. If a Police Officer is incapacitated and unable to work because of an injury sustained in the performance of his/her police duties, he/she will be entitled to injury leave with full pay during the period in which he/she is unable to perform such duties. Such leave, not to exceed one (1) year, will be determined by the Director of the Division of Medical Services and the Director of Police. Such leave will not be arbitrarily or unreasonably withheld. In the event the Police Officer receives worker's compensation with regard to said injury, such temporary disability checks will be returned to the City for so long as the Police Officer remains on injury leave.

B. Police Officers will be granted sick leave without loss of pay whenever they are unable to work for reasons of health, up to one (1) year for each illness, pursuant to N.J.S.A. 40A:14-137. Such leave will be determined by the Director of the Division of Medical Services and the Director of Police. Such leave will not be arbitrarily or unreasonably withheld.

C. All use of injury or sick leave pursuant to this Article shall be in accordance with procedures established by General Orders of the Department.

D. The rights granted to Police Officers hereunder shall not preclude the right of the City to take appropriate action to remove from the payroll Police Officers who are either on special assignment or on paid leave after no less than six (6) months from the original date of injury or leave, provided the Police Officer is permanently disabled.

E. Any Police Officer who has a perfect attendance record during any calendar year (January 1<sup>st</sup> through December 31<sup>st</sup>) shall receive an additional two (2) terminal leave days credited for each year of perfect attendance and added to the Police Officer's bank. On-duty injuries will not deny any employee the additional two (2) terminal leave days.

## ARTICLE 13

### INSURANCE, HEALTH & WELFARE

A. The City shall provide and maintain insurance coverage as follows:

1. Commencing on the effective date of this Agreement, all new hires shall be entitled to the Direct Access Blue Cross/Blue Shield Plan, or one of the HMO Plans offered at the time of the effective date of this Agreement at the employees choosing, paid for by the City. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan, or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee's choosing, no later than July 1, 2010.

2. The City reserves its right to change the carrier with whom it contracts to provide these services for its employees. The level of benefits will be substantially equivalent to those provided on the date immediately preceding the effective date of any change.

B. The City will provide all employees with all necessary legal advice and counsel in the defense of or in settlement of claims for personal injury, death, or property damage arising out of or in the course of said employee's employment with the City, and the City will pay and satisfy all judgments, except punitive damages, against the employees from such claims.]

C. The City will continue to provide the currently effective dental benefit program, both open and closed dental plans. The dental benefit Cap for the open plan is Two Thousand Dollars (\$2,000).

D. Effective July 1, 2010, the City will provide a prescription drug plan with the following co-pays that apply on a per prescription basis:

	RETAIL	MAIL ORDER
Generic Drugs	\$2.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$1.50 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$4.50 in co-pay.
Brand Drugs	\$20.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$13.00 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$39.00 in co-pay.
Prescriptions that cost over \$1,000.	\$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1,000.00.	\$50.00 mail order co-pay per thirty day supply on each prescription that costs over \$1,000.00. Total ninety (90) day mail order would amount to \$150.00 in co-pay.

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over \$1,000.00 in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

E. Retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year.

F. The City will provide life insurance in the amount of \$10,000.00 and additional accidental death and dismemberment insurance in the amount of \$10,000.00 for each employee. The City will provide employees with a \$5,000.00 life insurance policy upon regular retirement, provided this is not in conflict with State law.

G. Effective July 1, 2010, each member of the bargaining unit and his or her dependents shall be reimbursed up to \$100.00 per year, per family member, for any optical related expenses consistent with the existing City of Jersey City optical plan. For purposes of this payment, dependent children shall be covered only up to age twenty-three (23).

H. The benefits and protection of N.J.S.A. 40A:14-137, as amended, are to be afforded Police Officers as if set forth in full herein.

I. An employee using his/her own automobile (on order from the City) while on duty shall suffer no monetary loss as a result of any accident which occurs while being on duty.

J. Where the City directs an employee to use his/her automobile in the line of duty on a continuous basis, the City shall pay the difference between "pleasure" rates and "business" rates for such personal automobile.

K. Smoke Inhalation. In any smoke inhalation case affecting an Officer within the unit, such Officer shall be taken out of service and given a complete examination.

1. In all cases where chest pains or exposure to hazardous materials are reported by an Officer, such Officer shall immediately be taken out of service and provided with a complete and thorough examination by the City at its expense to assure the health and safety of such Officer.

L. The City and the Association agree to the continued existence of an Employees' Assistance Program. It is understood that the Employees' Assistance Program will provide for a maximum of two (2) entries into the program with a maximum duration of forty-five (45) calendar days of in-patient care for each entry. All other details of the program will be as agreed to by the Association and the City from time to time.

## ARTICLE 14

### TUITION REIMBURSEMENT

A. The Association and the City mutually recognize the importance and advantage of higher education. Therefore, it is agreed that the City shall provide funds in accordance with the system set forth below to reimburse members of this bargaining unit for taking courses in an approved college which are part of a degree granting program. College courses for which reimbursement will be permitted are limited to police science, public administration, public safety, criminology, criminal justice, criminal law, law, sociology or a course directly related to the performance of public duties as a law enforcement officer.

B. For an employee to be eligible for tuition reimbursement under the provisions of this Article, said employee must provide the Department with a notice of intention to attend college courses not later than September 1<sup>st</sup> of the calendar year in which the employee intends to take courses for which reimbursement is sought.

C. Employees shall be entitled to reimbursement for tuition for courses taken in accordance with this Article upon submission of evidence of successful completion and the qualification of the course as part of a degree granting program.

D. There will be a POBA unit cap on cost of this program of \$80,000.00, which will be available to employees on the basis of seniority.

**ARTICLE 15**

**EXCHANGE OF DAYS OFF**

A. The Police Department may grant the request of any employee of this bargaining unit to exchange or “swap” a tour of duty with another bargaining unit member, provided both employees consent to said mutual swap.

B. The Police Department may agree to an employee’s swap of tours without obtaining a replacement, provided the tour that is swapped is repaid at the City's convenience.

C. Such requests shall be granted on a uniform basis, with standard rules and regulations applying to all employees of the bargaining unit making such requests.

D. Such requests which are made in conformity with the rules and regulations established pursuant to Section C above shall not be unreasonably or arbitrarily denied.



**ARTICLE 16**

**HOLIDAYS**

A. Each employee of this bargaining unit shall receive fourteen (14) holidays, ten (10) of which shall be given as compensatory time and, effective January 1, 1999, four (4) of which will be paid and included in the base salaries at each step of the salary guide as set forth in Article 33. All holidays shall be credited to the employee on January 1<sup>st</sup> of each year, except that in an employee's final year of retirement, holidays will be pro-rated so that an employee who retires on or before June 30<sup>th</sup> will receive fifty percent (50%) of that year's allotment, and one who retires on or after July 1<sup>st</sup> will receive the entire year's allotment.

B. In addition to the above referenced holidays, any day that is declared a holiday by the Mayor or Council of the City shall be deemed a holiday, and all other sections of this Article shall then pertain. Should the City declare an additional holiday for any other City employees, the members herein shall receive the full amount of additional time off.

C. All staff personnel shall, in addition to the number of holidays set forth in Section A above, receive the following days as holidays and be entitled to the day off with no loss of pay and, if not scheduled to work on that day, receive another day off:

New Year's Day

July 4th

Good Friday

Labor Day

Memorial Day

Thanksgiving Day

Christmas Day

## ARTICLE 17

### COMPENSATORY TIME

It is understood that every effort will be made in accordance with the guidelines set forth below to provide Officers with the opportunity to utilize their unused compensatory time. Therefore, the following guidelines for awarding compensatory time are adopted by the parties.

1. Requests for compensatory time off shall be made in writing by the employee at least three (3) calendar days before the date(s) requested, including at least one (1) on-duty tour. The City shall be under no obligation to grant requests under less notice.

2. Valid requests for time off shall not be arbitrarily or unreasonably denied.

3. Compensatory time may be withheld during emergencies and when manpower levels are abnormally low and there are insufficient manpower levels available through the use of overtime lists.

4. In the event that an employee's request for compensatory time is denied, he/she shall be given first preference on his/her next request for such use.

5. Any unused compensatory time shall accumulate from year to year and shall be granted to an employee upon his/her retirement.

6. An accurate record will be maintained by each Unit Commander of all compensatory time and unused vacation time due employees under his/her command. A book designated as the Compensatory Time Book will be kept in each unit for this purpose. It shall be verified annually by the employee and his/her Commanding Officer, and a copy containing the initials of both the employee and his/her Commanding Officer verifying the accuracy of this book will be given to the employee prior to January 30<sup>th</sup>.

7. The City may, with the consent of the employee, be relieved of its obligation to grant compensatory time owed to an employee, in an amount in cash equivalent to the normal rate of pay for the amount of compensatory time due.

8. The City shall permit Police Officers of the bargaining unit to buy back compensatory time which they have accumulated on a system to be jointly developed by the Association and the City. The maximum annual obligation of the City under this system shall be \$250,000.00 per year to the POBA, which is not cumulative.

**ARTICLE 18**

**OVERTIME**

A. If an employee is required to work longer than his/her eight (8) hour tour of duty, he/she shall receive overtime at time and one-half rates.

B. If an employee is recalled to duty, he/she shall receive a minimum guarantee of four (4) hours pay to be computed at time and one-half rates.

C. If an employee of this bargaining unit is called to duty on his/her day off, he/she shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at time and one-half rates.

D. The City shall pay all employees for appearances in Municipal Court, County and Superior Court, Juvenile Court, Grand Jury and A.B.C. proceedings, on their own time, the rate of time and one-half, with a four (4) hour minimum. Employees shall submit in writing all time spent in court to Unit Commanders. Employees may not be retained for the purpose of attaining the minimum of four (4) hours if the appearance requires less time. This shall include motor vehicle appearances.

E. In computing overtime, the first five (5) minutes of the first hour of overtime is not compensable if that is the only time involved. If the employee works more than five (5) minutes, overtime shall be computed from the first minute thereof. The employee is entitled to a full hour pay at the overtime rate of time and one-half for the first hour. Thereafter, the employee is entitled to a full hour pay when any fraction of an hour is worked. This shall not apply if the employee is recalled for a full tour under Section B above, in which case, eight (8) hours worked will result in 8 hours paid at the overtime rate.

F. Whenever an employee is recalled to duty, he/she shall be entitled to a minimum of four (4) hours of overtime at time and one-half.

G. To further facilitate fluctuating manpower (i.e., Christmas, vacations, etc.) a separate and distinct list shall be used for the purposes of overtime.

H. The overtime list discussed above shall be composed of volunteers. They shall be rotating and, if the Officer at the top of the list is available (that is, he/she is not on duty when called), he/she shall report, or his/her name shall revert to the bottom of the list. Additionally, when an Officer is called in and reports, his/her name reverts to the bottom of the list. If an Officer cannot report because he/she is already scheduled to work the same hours, then in that event he/she shall not lose his/her position on the list.

1. If there are no volunteers or an insufficient number of volunteers, the City, in its sole discretion, can mandate and assign an employee to overtime.

I. Overtime will be paid in the second pay period following the pay period in which the overtime was worked.

J. All Police Officers in the bargaining unit will receive their paycheck by 3:00 p.m. every other Thursday.

K. The City will endeavor to deliver special checks by 3:00 p.m. on the date received in Police Headquarters.

L. The City will endeavor to provide a breakdown on all checks as to what is included in the pay in said check (overtime, etc.).

**ARTICLE 19**

**CLOTHING ALLOWANCE**

A. Effective January 1, 2010, all members of the bargaining unit shall be provided with a sum of One Thousand Three Hundred Dollars (\$1,300.00) clothing allowance. The sum of \$650.00 will be paid on the first regularly scheduled payroll day following the Council meeting in January, and the additional \$650.00 will be paid on the first regularly scheduled payroll day following the regular Council meeting in July.

B. Effective January 1, 2012, all members of the bargaining unit shall be provided with a sum of One Thousand Three Hundred Fifty Dollars (\$1,350.00) clothing allowance. The sum of \$675.00 will be paid on the first regularly scheduled payroll day following the Council meeting in January, and the additional \$675.00 will be paid on the first regularly scheduled payroll day following the regular Council meeting in July.

**ARTICLE 20**

**TERMINAL LEAVE**

A. All Police Officers employed by the City prior to April 17, 1998 shall, upon retirement, receive a mandatory cash payment in lieu of time off for the number of years of service to the City based upon five (5) calendar days for each year of service. All Police Officers hired on or after April 17, 1998 shall, upon retirement, receive a mandatory cash payment in lieu of time off for the number of years of service to the City based upon three (3) calendar days for each year of service. All Police Officers, upon retirement, will also receive a mandatory cash payment in lieu of time off for any unused vacation time, to a maximum of the time to which the Police Officer is entitled, and a mandatory cash payment for all unused compensatory time.

1. The following formula will be used to calculate the terminal leave for retirees:

a. The number of years of service is multiplied by either five (5) or three (3) to obtain the number of calendar days based upon paragraph A above. Convert calendar days to work days by dividing by fifteen (15) (reflecting the 15-section schedule) and multiplying by ten (10) (reflecting days worked in the schedule). Add to this all unused accumulated vacation days and unused accumulated compensatory days. The total number of days is multiplied by the length of the work day (8.0 hours) and the hourly rate of pay for the individual involved.

B. For purposes of this Agreement, any Police Officer who dies will be considered a retired Police Officer, and the estate of the deceased shall receive the following:

1. All accumulated compensatory time;

2. Terminal leave in accordance with this Article; and
3. All accumulated vacation time, including full vacation allowance for the year of death.



**ARTICLE 21**

**BEREAVEMENT LEAVE**

A. In the event of a death in the Police Officer's immediate family, said Police Officer will be granted time off from the day of death up to and including the day after the funeral, but not to exceed five (5) calendar days.

B. Immediate family, for purposes of this Section, shall be defined as follows: parents, spouse, child, sister, brother, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other relative residing in the immediate household of the Police Officer.

C. One (1) day off will be granted to any Police Officer for attendance at the funeral of an aunt, uncle, niece, or nephew of the employee or his/her spouse. This day will be granted for the day of the funeral service.

D. Reasonable verification of the event and familial relationship may be submitted within five (5) days of the employee's return to work.

**ARTICLE 22**

**MILITARY LEAVE**

A. The City hereby agrees to grant military leave to employees in accordance with N.J.S.A. 38:23-1, N.J.S.A. 38A:4-4, and all applicable regulations or as otherwise provided for under Federal and State law.

B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave.

C. In the event an employee is called to active duty, the employee shall receive the difference in pay between his/her military pay and his/her regular pay for up to one hundred eighty (180) days. The City may, at its option, extend the one hundred eighty (180) day limit.

## **ARTICLE 23**

### **BULLETIN BOARDS**

The Association shall be provided with bulletin boards in each station or facility and departmental headquarters for the posting of Association notices or other appropriate materials. Such bulletin boards shall be identified with the name of the Association, and the Association may designate persons responsible therefore its maintenance. A copy of all such notices or other materials shall at the time of its posting be sent to the Director of Police or his/her designee, and he/she shall retain the right to have such notices or other materials which are detrimental to the good order of the Department removed.

## ARTICLE 24

### 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 Police Officers' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein will be construed as limiting the right of any Police Officer having a grievance to discuss the matter informally with the Director or Chief of the Department and having the grievance adjusted, provided the Association is present and the settlement does not violate the contract.

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 and may be raised by any Police Officer 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 will be followed in its entirety unless any step is waived by mutual consent.

Step One.

1. A grievant will institute action under the provisions hereof by submitting a written grievance to his or her immediate supervisor within thirty (30) days after the grievant became aware, or should have become aware, through diligent inquiry, but in no event more than sixty (60) days after the occurrence of the event being grieved, and an earnest effort will be made

to settle the difference between the aggrieved and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within the period set forth above will be deemed to constitute an abandonment of the grievance.

2. The immediate supervisor will render a decision in writing within five (5) days after receipt of the grievance.

Step Two.

1. In the event the grievance is not settled through Step One, it may be filed with the Division Commander within five (5) days following the determination by the immediate supervisor.

2. The Division Commander or his/her designee will render a decision in writing within five (5) days from receipt of the grievance.

Step Three.

1. In the event the grievance has not been resolved through Step Two, then within five (5) days of receipt of the determination of the Division Commander or his/her designee, the matter may be submitted to the Chief of the Department or the Director.

2. The Chief and/or Director will submit a written answer within ten (10) days from receipt of the grievance.

Step Four.

1. If the event the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Director or Chief. An arbitrator will be selected pursuant to the rules of the Public Employment Relations Commission.

2. However, no arbitration hearing will be scheduled sooner than thirty (30) days after the aggrieved elects to pursue his/her Civil Service remedies. The arbitration hearing will be cancelled and the matter withdrawn from arbitration, and the Association will pay all costs incurred by the City as a result of such improper submission.

3. The arbitrator so selected shall confer with the representatives and hold a hearing promptly and shall issue his/her decision no later than thirty (30) days from the date of the close of the hearing, or if oral hearing has been waived, then from the date the final statements and proofs on the issues are submitted to him.

4. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of or adds to the terms of this Agreement. He/she shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involving the grievance and render a decision in accordance with the weight of the evidence. The decision of the arbitrator shall be submitted to the City and the Association and shall be final and binding on both parties.

5. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the City and the Association. Any other expenses incurred shall be paid by the party incurring them.

6. Nothing herein will prevent any Police Officer from processing his/her own grievance, provided that the Association may be present at such hearings, and further provided that no settlement with any such individual Police Officer shall violate this Agreement.

7. In the event an employee pleads guilty to disciplinary charges at a departmental hearing, the only arbitrable issue shall be "was the penalty imposed reasonable." This paragraph shall apply only to disciplinary action which is not reviewable to Civil Service only if a final legal determination results in a decision that such matters are arbitrable.

8. No Police Officer shall be discharged, disciplined, reprimanded, reduced in rank, compensation, position, or deprived of any employment advantage or given an adverse evaluation of his/her service without just cause. Any such action asserted by the City or any agent or representative thereof shall be subject to the grievance procedure set forth herein, including binding arbitration. The grievant shall elect arbitration or pursuit of Civil Service remedies, but not both. This paragraph shall apply only to disciplinary action which is not reviewable to Civil Service only if a final legal determination results in a decision that such matters are arbitrable.

## ARTICLE 25

### NON-CONTRACTUAL 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 Police Officers' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein will be construed as limiting the right of any Police Officer having a grievance to discuss the matter informally with the Director or Chief of the Department and having the grievance adjusted, provided the Association is present and the settlement does not violate the contract.

B. Definition. The term "grievance," as used herein, means any controversy arising over the interpretation or adherence to, or the application of, the City's policies or administrative decisions to any non-contractual terms and conditions of employment of employees covered by this Agreement.

#### C. Steps of the Grievance Procedure.

##### Step One.

1. An aggrieved Police Officer will institute action under the provisions hereof within thirty (30) days after the grievant became aware, or should have become aware, through diligent inquiry, but in no event more than sixty (60) days after the occurrence of the grievance, and an earnest effort will be made to settle the difference between the aggrieved Police Officer and his/her immediate supervisor for the purpose of resolving the matter



informally. Failure to act within the periods set forth above will be deemed to constitute an abandonment of the grievance.

2. The immediate supervisor will render a decision in writing within five (5) days after receipt of the grievance.

Step Two.

1. In the event the grievance is not settled through Step One, it may be filed with the Division Commander within five (5) days following the determination by the immediate supervisor.

2. The Division Commander or his/her designee will render a decision in writing within five (5) days from receipt of the grievance.

Step Three.

1. In the event the grievance has not been resolved through Step Two, then within five (5) days of receipt of the determination of the Division Commander or his/her designee, the matter may be submitted to the Chief of the Department or the Director.

2. Any such grievance shall be submitted within five (5) days to a committee, consisting of one (1) representative of the Association and one (1) representative of management, who will review the grievance and submit a written recommendation to the Director within five (5) days.

3. The Director will submit a written answer within ten (10) business days from receipt of the recommendation. The decision of the Director shall be final with respect to all non-contractual grievances.

**ARTICLE 26**

**ASSIGNMENTS & REPORTING TIME**

Whenever assignments and reporting time are changed, Police Officers shall be notified at least seventy-two (72) hours ahead of time, whenever it is possible to do so.

**ARTICLE 27**

**POLICE EQUIPMENT**

A. To the extent permitted by fiscal consideration, the City agrees to provide the following equipment to its Police Officers.

1. Each Police Officer shall be equipped with a walkie-talkie radio when assigned or detailed to foot patrol, if sufficient radios are available.

2. The City agrees to make optional, as part of police equipment, the carrying of a 9mm automatic hand gun, in accordance with qualifying standards within the Department.

3. Future radio car purchases shall be made of patrol cars equipped with rain gutters (if available), air conditioning and power steering, within the limits of the budgetary requirements of the Department. (These radio cars shall be assigned to the Patrol Force.)

4. The City shall install a safety divider in patrol cars to protect Police Officers from prisoners.

**ARTICLE 28**

**SAFETY AND HEALTH COMMITTEE**

A. The Association hereby agrees to create a Safety and Health Committee of its members.

B. The City hereby agrees to designate administrative personnel of the Department of Public Safety to meet periodically with the Safety and Health Committee of the Association. These meetings shall take place as jointly scheduled by the Safety and Health Committee of the Association and the designee of the City.

C. The purpose of the joint committee shall be to generate proposals and suggestions for the maintenance of high safety and health standards for the operation of the Department.

**ARTICLE 29**

**QUALIFICATION OF EMPLOYMENT**

A. All minimum standards presently in effect for appointment to the position of Police Officer shall be maintained.

B. There shall be no discrimination in the employment of Police Officers based upon race, color, sex, creed, or national origin. All examinations for a position of Police Officer in the City shall be standard, provided, however, nothing herein contained shall be construed as a limitation upon the right of the City to extend preference to residents of the City in the making of appointments to the Police Department, provided such preference is in accordance with State law.

**ARTICLE 30**

**COMMENDATIONS & HONORABLE MENTIONS**

A. It is the desire of the City to award in a tangible way those of its employees who perform their duties in an exemplary fashion.

B. Any Police Officer earning the award of Medal of Honor or Honorable Mention Valor Award shall receive two (2) days of compensatory time.

C. Any Police Officer receiving the award of Combat Cross shall receive two (2) days of compensatory time.

D. Any Police Officer receiving the award of Commendation shall receive one (1) compensatory day.

E. Any Police Officer accumulating five (5) Excellent Police Service Awards shall receive one (1) compensatory day.

F. The President of the Association shall designate one (1) member of the Departmental Awards Committee.

G. Each January, the Police Director or his/her designee and the President of the Association or his/her designee shall choose one (1) Police Officer to receive an award based upon outstanding service to the community and/or the Department during the preceding year. The recipient shall receive two (2) days of compensatory time.

**ARTICLE 31**

**DEFECTIVE VEHICLES**

A. It shall be the responsibility of each Police Officer to immediately report any defective vehicles to his or her immediate superior.

B. In the event appropriate City authorities determine that a vehicle is in an unsafe condition, said vehicle shall be removed from service and repaired.

**ARTICLE 32**

**SPECIAL TRAINING**

A. Any special training shall be scheduled during regular working hours at no cost to members for all members of the Association affected by this Agreement.

B. When, for any reason, special training is not held during regularly scheduled working hours, then in that event, the time and one-half overtime provisions shall apply. This Section shall not be applicable to around-the-clock situations, such as attendance at the Sea Girt Academy.

C. The City shall make every attempt to upgrade the knowledge of employees in all phases of police work. The City shall schedule in-service training on a regular basis so that these Officers will keep abreast of all changes in the techniques and policies of the Department.



**ARTICLE 33**

**SALARIES & LONGEVITY**

A. Salaries. Salaries shall be increased as follows:

1. Effective January 1, 2009 there shall be a 2.75% wage increase on each step of the salary guide, including Detectives as set forth in the salary chart below.

2. Effective January 1, 2010 there shall be a 2.75% wage increase on each step of the salary guide, including Detectives as set forth in the salary chart below.

3. Effective January 1, 2011 there shall be a 2.75% wage increase on each step of the salary guide, including Detectives as set forth in the salary chart below.

4. Effective January 1, 2012 there shall be a 2.75% wage increase on each step of the salary guide, including Detectives as set forth in the salary chart below.

5. Salary Chart.

	1/1/08	1/1/09	1/1/10	1/1/11	1/1/12
1 <sup>st</sup> year	40,891	42,016	43,171	44,358	45,578
2 <sup>nd</sup> year	50,489	51,877	53,304	54,770	56,276
3 <sup>rd</sup> year	58,074	59,671	61,312	62,998	64,731
4 <sup>th</sup> year	61,366	63,054	64,788	66,570	68,401
5 <sup>th</sup> year	65,768	67,577	69,435	71,344	73,306
6 <sup>th</sup> year	73,404	75,423	77,497	79,628	81,818
7 <sup>th</sup> year	82,319	84,583	86,909	89,299	91,755
Detective	85,854	88,215	90,641	93,134	95,695

6. The City reserves the right to raise entry level salaries.

7. These salary guides include holiday pay as set forth in Article 16.A for four (4) days computed at 81.5% of the 1998 daily rate.

8. Members of this bargaining unit who use their vehicles on a full-time basis or partial basis shall receive a stipend for the use of their vehicle based upon the current mileage reimbursement rate established by the Internal Revenue Service.

B. Longevity. Police Officers will receive an annual longevity payment in accordance with the following schedule:

Beginning 1 <sup>st</sup> Day of Year	% of Base Pay	Through Last Day of Year
4	2	7
8	4	11
12	6	15
16	8	19
20	10	22
23	12	24
25	14	27
28	16	each thereafter

A Police Officer who is hired up to October 31<sup>st</sup> of any year will be given full credit for the year of service retroactive to January 1<sup>st</sup> of that year. Anyone hired thereafter will receive no credit for that year, but will receive credit on January 1<sup>st</sup> following the first anniversary of the date of hire.

**ARTICLE 34**

**TABLE OF ORGANIZATION**

A. Immediately upon implementation of this Agreement, a committee is to be formed, to be known as the Table of Organization Committee, and shall be composed of four (4) members: two (2) from the City and two (2) from the Association.

B. Such Committee shall choose its own chairman and formulate its own rules.

C. The purpose of the Committee shall be to provide Association input into any development of a table of organization for the Department.

**ARTICLE 35**

**BLOOD DONOR**

A. Police Officers who donate blood with prior approval of the Department shall be afforded two (2) recuperative tours on special assignment immediately following their donation if said tours are on scheduled work time. Every effort will be made, however, to ensure that donations are made at the end of the employee's tour. This will not apply to employees donating blood to a Departmental Blood Bank.

B. The City will provide space for the annual blood drive. This is if space is available, and such grant will be based upon approval, which will not be unreasonably withheld.

## ARTICLE 36

### MISCELLANEOUS

A. The City agrees to assign two (2) employees to radio cars for the evening and midnight tours, except in an emergency. During patrol, at the direction of the Commander, one of the Officers may be assigned to foot patrol within the sector patrolled by the vehicle. In the event of any call to either employee, he or she shall rejoin his or her partner before responding.

B. Mental patients shall be transported in an ambulance.

C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

D. Annual uniform inspections shall be carried out at roll call.

E. An employee, or his/her representative, shall have the right to inspect any of the employee's files maintained by the City.

F. The City and the Association will equally share the expense for printing one thousand (1,000) copies of this Agreement for distribution to all members of the Association and City administration. The City will receive one hundred (100) copies upon payment of bill.

G. The City will endeavor to provide, at its expense, parking facilities for police personnel while on duty wherever possible.

H. The City will permit pay phones to be installed in the police locker rooms in all buildings where Police Officers are employed, for the exclusive use of the Police Officers, at no expense to the City.

I. The Association and the City agree to cooperate in the pursuit of federal and state funds for the betterment of the Department. All state and federal monies received by the City for use in the police service shall be reported to the Association.

J. A retired Police Officer shall receive his/her laminated Police Department I.D. card with the word "retired" entered on same.

**ARTICLE 37**

**CIVIL SERVICE CLASSIFICATION & PROMOTION**

- A. Promotional examinations for the next highest rank above Police Officer will be requested to the Civil Service Commission every two (2) years.
- B. A promotional list to the next highest rank will be maintained at all times.
- C. The City agrees that in the event of a recommended change in the classification of a position in the Jersey City Police Department, it will notify the Association fifteen (15) days prior to its submission of the recommended change to the Civil Service Commission.

**ARTICLE 38**

**POLICE OFFICER'S BILL OF RIGHTS**

A. Members of the Force hold a unique status as Police 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 wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Force. These questions may require investigations by Superior Officers. In an effort to insure that these investigations are conducted in a manner which 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, in light of all circumstances involved, preferably when the member of the Force is on duty.
2. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the Officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations will be provided. If it is known that the member of the Force is being interrogated as a witness only, he/she will be informed at the initial contact.
3. 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.
4. The interrogation of the member shall not be recorded.

Pursuant to the negotiations between the City and the POBA over the terms of this 2009-2012



Agreement, immediately upon execution of the Agreement, the parties will jointly send a letter to the New Jersey Attorney General for a determination as to the legality of this Section B(4). The Attorney General's determination shall govern whether this Section B(4) remains in the Agreement or is removed in its entirety.

5. The member of the Force shall not be subjected 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 investigating officer from informing the member of the possible consequences of his/her acts.

6. If a member of the Force is under arrest or likely to be (that is, if he/she is a suspect or the target of a criminal investigation), he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

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 so charged, he/she shall be afforded an opportunity to consult with counsel or Association representatives before any further interrogation.

C. An employee may see his/her personnel file upon request. If an employee wishes to answer or supplement any material found in his/her personnel file, he/she may do so, and his/her written statement shall become part of the personnel file. An employee or his/her representative shall have the right to inspect any of that employee's files maintained by the City.

D. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Jersey City Police Department.

E. Disciplinary charges must be brought within thirty (30) days from the date of the alleged infraction or the discovery of such infraction, unless a continuing investigation results in charges which extend the said period. In such case, charges must be filed fifteen (15) days after the close of the investigation. Failure to charge within the period set forth above shall act as a bar to the bringing of charges.

F. No Police Officer will be subjected in questioning to the use of any polygraph machines, psychological stress evaluators or similar lie-detector devices in internal investigations. Upon request, a Police Officer will have the right to be accompanied by counsel or any other person of the Police Officer's choosing during the entire interrogation of the Police Officer by the City. Any Police Officer who has been found innocent of charges, whether departmental or resulting from the civilian complaint, will have such record of disciplinary action expunged from his/her Police Department personnel records.

**ARTICLE 39**

**TIME OFF FOR FELLOW OFFICERS KILLED IN THE LINE OF DUTY**

A. Time off will be granted to four (4) Police Officers to attend the funeral service of a Police Officer killed in the line of duty within the State of New Jersey.

B. A marked car will be granted to the Association to be used for said services, at the discretion of the Director of Police.

C. Time off will be granted to one (1) Police Officer to attend the funeral service for a Police Officer killed in the line of duty outside the State of New Jersey.

**ARTICLE 40**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement, or any application of this Agreement to any Police Officer or group of Police Officers, is held to be invalid by operation of law or by Court Order or other tribunal of competent jurisdiction, such provision will be inoperative, but all other provisions will not be affected thereby and will continue in full force and effect. In the event a provision of this contract is deemed to be invalid, then and in that event, the parties agree to meet within fifteen (15) working days to negotiate a provision to replace the one provision declared invalid.

## **ARTICLE 41**

### **EXTENSION OF CONTRACT AGREEMENT**

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiated terms and conditions of employment covering this bargaining unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is or may be subject to collective negotiations and the applicability of the PERC Act.

The provisions of this Agreement shall not be changed, deleted, supplemented or altered except by an amendment in writing executed by both parties who are legally authorized to negotiate amendments to this Agreement.

**ARTICLE 42**

**DISCHARGE AND DISCIPLINE**

A. No Police Officer will be disciplined or discharged except for just cause. The question of just cause will specifically be subject to the grievance procedure of this Agreement. This paragraph shall apply to a disciplinary action which is not appealable to the Civil Service Commission.

B. No Police Officer will be disciplined or called to a meeting that would result in discipline without an Association representative present.

C. Disciplinary action, with the exception of verbal warnings, are to be presented on a "Disciplinary Action Form," with a copy made available to the Police Officer.

D. The City will notify the Association in writing of any discharge or suspension within three (3) days (excluding weekends and holidays) after the Police Officer is discharged or suspended.

E. No hearing will take place without the Association being first notified, and the Police Officer must be given sufficient time to receive counsel, no less than five (5) days, excluding weekends and holidays.

F. There will be two (2) types of hearings:

1. Formal
2. Informal

G. Formal Hearings. A formal hearing will be held before a tribunal of two (2) Police Superiors and one (1) Association representative. There will be a transcript, taped or written, of all proceedings. A recommendation as to guilt will be rendered within a reasonable time.

1. The panel may also recommend to the Director of Police a suitable punishment if they have recommended a guilty finding.

2. The Director of Police will have the final discretion as to guilt and penalty, which must be rendered within thirty (30) days of the close of trial.

3. The Director may supplement the proceedings in his/her discretion.

H. Informal Hearing. An informal hearing will be conducted by the Director of Police or his/her designee with the Police Officer and an Association representative present. There will be no written or taped record of the proceedings. The Police Officer retains the right to appeal as to the extent of the sentence of Civil Service, if applicable, or an arbitrator, but not both. This paragraph shall apply to a disciplinary action which is not reviewable to Civil Service only if a final legal determination results in a decision that such matters are arbitrable.

I. Written Reprimands. A written reprimand must be served upon the Police Officer within five (5) days of the occurrence for which the reprimand is being given.

1. The Police Officer will retain the right to appeal a written reprimand to the Director of Police.

2. In all cases, a Police Officer will be allowed to respond in writing for the record.

J. Oral Reprimand. An oral reprimand will be just what it implies. There will be no written record.

**ARTICLE 43**

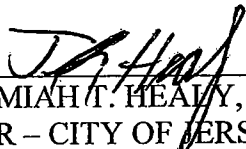
**DURATION OF AGREEMENT**


This Agreement will be effective as of January 1, 2009 and will terminate on midnight, December 31, 2012. Proposals for a successor Agreement may not be submitted prior to September 1, 2012.

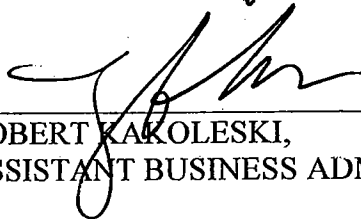
Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.


**CITY OF JERSEY CITY**

  
\_\_\_\_\_  
JERRAMIAH T. HEALY,  
MAYOR – CITY OF JERSEY CITY

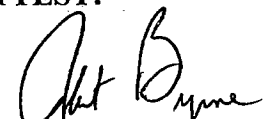
  
\_\_\_\_\_  
JOHN KELLY,  
BUSINESS ADMINISTRATOR

  
\_\_\_\_\_  
ROBERT KAROLESKI,  
ASSISTANT BUSINESS ADMINISTRATOR

**JERSEY CITY POLICE OFFICERS  
BENEVOLENT ASSOCIATION**

  
\_\_\_\_\_  
JERRY DECICCO,  
PRESIDENT, JERSEY CITY POBA

**ATTEST:**

  
\_\_\_\_\_  
ROBERT BYRNE, R.M.C.  
CITY CLERK – CITY OF JERSEY CITY