

THIS AGREEMENT made this 1st day of October, 1971,
Between the TOWNSHIP OF UNION IN THE COUNTY OF UNION, hereinafter
referred to as TOWNSHIP, party of the first part, and LOCAL 69,
PATROLMEN'S BENEVOLENT ASSOCIATION OF THE TOWNSHIP OF UNION, a
branch of the New Jersey State Patrolmen's Association, hereinafter
referred to as P.B.A. or as the ASSOCIATION, party of the
second part:

W I T N E S S E T H:

WHEREAS, the P.B.A. has been recognized in accordance
with law as the exclusive representative for the members of the
Police Department; and

WHEREAS, said P.B.A. has petitioned the Township on
behalf of the members of said Department to negotiate and bargain
in accordance with the law for increased compensation and other
fringe benefits; and

WHEREAS, the Township has heretofore appointed a
negotiating team to represent its interests; and

WHEREAS, said negotiating team of said Township and the
negotiating team of said P.B.A. have met on numerous occasions;
and

WHEREAS, as a result of such negotiations, the parties
have reached an agreement,

NOW, THEREFORE, in consideration of the sum of One
Dollar (\$1.00) and other good and valuable considerations, the
parties hereto do agree as follows:

ARTICLE I. RECOGNITION

A. The Township reaffirms its prior recognition of
Local No. 69 of the Patrolmen's Benevolent Association of the
Township of Union as the exclusive and sole representative for
the members of the Police Department excluding the following:

- A. Chief of Police
- B. Parking Violation Officers
- C. School Crossing Guards
- D. Police Matrons
- E. Civilian Employees

ARTICLE II. HOLIDAYS

A. In addition to the six paid holidays presently afforded to the members of the Police Department for the year 1971, each member of the Department shall be entitled to one additional paid holiday for said year aggregating seven paid holidays for the year 1971.

B. For the year 1972, each member of the Department shall be entitled to eight paid holidays.

C. Pay for the aforesaid holidays shall be delivered to each member of the Police Department on the first day of December in each year.

ARTICLE III. CLOTHING ALLOWANCE

A. In addition to the clothing allowance of One Hundred Fifty Dollars (\$150.00) presently being paid to each member of the Department for the year 1971, there shall also be paid an additional sum of Twenty-five Dollars (\$25.00) aggregating for the year 1971 the sum of One Hundred Seventy-five Dollars (\$175.00).

B. For the year 1972, each member of the Police Department shall receive an annual allowance of Two Hundred Dollars (\$200.00).

C. The aforesaid allowances shall be for the replacement of clothing and equipment and shall be paid upon the

submission of a voucher showing the purchase of said clothing and equipment.

D. If any part of the uniform of a member of the Police Department is damaged or destroyed in the line of duty, the Township shall pay for the replacement or repair thereof upon voucher submitted therefor and approved by the Chief of the Police Department.

E. In addition to the foregoing, hardware items such as service hand gun, holsters and belts, handcuffs and cases, night sticks, individual safety helmets and face shields, badges and mace, shall be continued to be supplied by the Township.

F. Police uniforms shall be worn only while commuting to work during official duty tours or while on official departmental business.

G. The Township will purchase in bulk and furnish to each member of the Department an off-duty hand gun of a make and design selected and approved by the Chief of Police after consultation with the Range Officer. This section to be effective commencing January 1, 1972.

ARTICLE IV. INSURANCE

A. The Township shall continue to provide Blue Cross with Rider "J", Blue Shield and Major Medical Insurance for each officer and members of his family as presently in force on December 31, 1970. The Township agrees that during the year 1971, it will make a thorough study of the insurance needs of the members of the Department and the responsibilities of the Township in connection therewith and will be prepared to submit a report concerning its findings to the P.B.A. not later than December 1, 1971.

ARTICLE V. HOURS OF WORK AND OVERTIME

A. Hours of Work

1. Work Schedule. Members of the Department shall work in accordance with the schedule which shall be posted by the Chief of Police on a monthly basis whenever practicable.

2. Tour of Duty. The tour of duty of all members of the Department shall be in accordance with the statute in such case made and provided.

3. Tours of duty will commence at 12:01 A.M.

B. Overtime.

1. Compensation for overtime shall be paid in accordance with the statute in such case made and provided. It is understood and agreed that in the event the statute is amended to provide for an increase in overtime pay that then and in that event the Township will pay in accordance with said amended statute. If a member of the Department is obliged to continue on duty after his ordinary tour of duty ends, he will be paid in accordance with the then existing statute for a minimum of two hours regardless of the number of hours actually worked. If called back to duty after having gone off duty, he will be paid for a minimum of four hours regardless of the number of hours actually worked. If a member of the Department is called back to duty on his off day, he will be paid for a minimum of eight hours regardless of the number of hours actually worked.

2. The Chief of the Department will attempt to minimize schedule inequities pertaining to time off between tours of duty and, if necessary and where practicable, overtime may be used to accomplish this end.

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3. Members of the Department shall be compensated for court appearances made in connection with their official duties in criminal matters, administrative hearings, or when directed to appear on behalf of the Township of Union by the Chief of Police or by the Township Attorney. No compensation, however, shall be paid by the Township in the instance of an appearance in a civil action. Compensation under this section shall be at the rate of the regular hourly wages paid to the members of the Department with a minimum of not less than two hours.

4. Record keeping, authorization for and payment of overtime pay shall be upon the same basis as conducted during the year 1970.

5. If an officer refuses an assignment to work extra time, said officer shall forfeit his place on the rotation schedule for two cycles unless he submits an excuse in writing satisfactory to the Chief of Police.

VI. VACATIONS

A. Vacations for the members of the Department shall be upon the same basis as existed for the year 1970 and as is set forth on Schedule "A" attached hereto.

B. Scheduling Vacations. The Chief of Police shall allot vacation periods in order to assure orderly operation and adequate continuous service but will grant vacations so far as possible in accordance with the desires of the Officers in order of their seniority in rank.

C. Rescheduled Vacations. In the event that the selected period of time is not available, then it is agreed that Officers should take their vacations at different periods mutually acceptable to the Chief and the Officer.

D. Commencing with the year 1972, each member of the Department will receive his vacation pay in full prior to the commencement of each vacation period.

VII. LEAVE OF ABSENCE AND SICK LEAVE

A. In the event of a death in the family of a police officer, he will be allowed necessary time off with pay to make funeral arrangements and attend funeral services for a period not to exceed three days. "Members of the family" for this purpose is defined as the father, mother, brother, sister, wife, child and grandparents of the member of the Department or of his spouse and includes also any other person who is considered as a member of his household and actually resides with said member of the Police Department.

B. Conventions. Leave of absence with pay to attend and serve as delegates to conventions of the Association shall be the same as authorized during the year 1970.

C. Sick Leave. Sick leave may be used as defined in an ordinance adopted by the Township Committee on December 30, 1969 and identified as Ordinance #2574A and entitled "AN ORDINANCE ESTABLISHING A SICK LEAVE POLICY FOR MEMBERS OF THE POLICE AND FIRE DEPARTMENTS OF THE TOWNSHIP OF UNION IN THE COUNTY OF UNION." The Township agrees to amend the aforesaid Ordinance #2574A to provide that one additional day sick leave will be authorized for each five years of service accruing at the end of five years of

continuous service. The said amendment will provide that said additional day of sick leave will be effective on the anniversary date of the appointment of the member to the Department. This provision will be effective for the year 1971.

D. In the event of the death of a member of the Department, his estate or widow whichever is applicable, shall receive such funds as may have been due to him at the time of his death in accordance with the plan in existence concerning such payment during the year 1970, including continuance of hospitalization benefits for the officer's family until the end of the year of his death.

E. For the year 1971, each member of the Department will be entitled to a maximum of one personal day leave with pay which, however, shall be non-cumulative. For the year 1972, each member of the Department will be entitled to a maximum of two personal days leave with pay which, however, shall be non-cumulative. Such leave days shall be subject to approval of the Chief of the Department.

ARTICLE VIII. ECONOMIC BENEFITS OTHER THAN SALARY

A. Pension Fund Payments. Payments to the Pension Fund shall be made in accordance with the statute.

B. Insurance.

1. Workmen's compensation. The Township shall maintain workmen's compensation insurance covering all members of the Department.

2. False Arrest Insurance. The Township shall maintain adequate false arrest insurance for each member of the Department as heretofore.

3. Automobile Liability Insurance. The Township will provide adequate automobile liability insurance covering all

vehicles used by the Department as heretofore.

C. Legal Expenses. The Township recognizes its obligation under R.S. 40:11-19.

D. Medical Expenses.

1. Influenza Inoculation. The Township will provide at its own cost and expense influenza inoculations for all members of the Department desiring to receive the same under the supervision and direction of the Township Physician or such other physician as may be designated by the Township.

E. Education and Training of Police Officers.

1. Non Police Academy Schools. The policy in existence during the year 1970 shall continue with all assignments to such schools requiring the authorization of the Chief of Police.

F. Reimbursement for Expenses.

1. Rates.

a. Meals shall be paid for or reimbursement by the Township at the rate of \$2.00 per meal.

b. Mileage. In the event a member of the Department uses his own vehicle for transportation, mileage shall be computed to and from Union Police Headquarters at the rate of ten cents (\$.10) per mile.

2. Terms and Conditions of Reimbursements.

a. Schools. Members of the Department shall be paid for meals and mileage if not provided, while attending a Police Academy or any other institution that he is ordered or authorized to attend.

b. Court Appearances. Meals and mileage expense shall be paid to all off duty members of the Department while attending Court or administrative hearings out of the Township with the exception of Civil Court, if Chief does not provide transportation, nor it is not practical to eat at home.

c. Other Assignments. Meals and mileage shall also be paid to any member of the Department while on any official assignment for the Department when an official car is not available and/or when it is not practical for the member of the department to eat at home.

d. Tolls. All members of the Department shall be compensated for any toll expense incurred while acting in any capacity hereinbefore so defined upon receipt and approval of validated receipt. This shall include receipts for parking fees also.

e. All of the foregoing is subject to approval of the Chief of Police.

ARTICLE IX. COMPENSATION

A. Salary scale for the year 1971 shall be as set forth on Schedule "C" attached hereto.

B. Longevity. The current longevity program is reaffirmed and is set forth on Schedule "B" attached hereto.

1. The Township agrees to amend the Ordinance providing for longevity to provide that the highest level thereof will become effective at the end of the twenty-fourth year of service rather than at the end of the twenty-fifth year of service.

2. The Township further agrees to amend said Ordinance to provide that longevity will accrue and be paid on the current salary of each member of the Department entitled to longevity effective on the first of the calendar quarter following the anniversary date of the appointment of said member of the Department.

3. Any member of the Department who is appointed after the execution of this agreement shall be paid during the first year of employment at the minimum of the salary range. At the completion of one year of employment he shall receive a salary increment of \$200.00 and an additional salary increment of \$200.00 at the end of the second and third year of employment until he reaches the maximum of the salary range. After the execution of this agreement all salary adjustments shall be based upon the salary scale herein set forth.

ARTICLE X. GRIEVANCE PROCEDURE.

The Grievance Procedure as heretofore adopted by resolution of the Township Committee on September 8, 1970 and as amended by resolution adopted June 22, 1971, be and the same is hereby ratified.

ARTICLE XI. ASSOCIATION RIGHTS AND PRIVILEGES.

A. The Township agrees to make available to the P.B.A. at the expense of said P.B.A. any and all public documents on the same basis that such public documents are available to the general public.

B. The elected officers of the P.B.A. whenever practicable, shall be permitted to attend P.B.A. meetings.

C. Township and Police Department facilities shall not be available to the P.B.A.

ARTICLE XII. MISCELLANEOUS

A. All reasonable efforts shall be made to handle negotiations, grievance proceedings and related conferences involving members of the P.B.A. and the Chief or the Township during non working hours, however, when extreme urgency demands that such items shall be conducted during working hours authority shall be granted for such P.B.A. members as may be authorized to attend such meetings during working hours without any loss of pay.

B. Neither the Township nor the P.B.A. shall discriminate against any officer because of P.B.A. membership or non-membership, race, creed, color, age, sex or national origin.

C. Management Responsibility. It is recognized that the management of the Township government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to select and direct the working forces, including the right to hire, suspend or discharge for just cause in accordance with

law, to assign, promote or transfer, to determine the amount of overtime to be worked, schedules of work, and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

D. Files on Personnel.

1. The Township agrees that

- a. A personal file will be maintained on each member of the department.
- b. Each member of the department will be rated by his superior.
- c. The contents of the personal file shall be confidential, however, in the event charges have been preferred against a member of the department, such member or his counsel may have access to the contents of such file, in connection with the preparation of his defense to such charges.
- d. Such file ~~shall be used~~ ^{may be considered} by the appointing authority in connection with duty assignments and promotions.

E. The Township agrees to commence salary negotiations for the year 1972 with the Association on or about December 1, 1971.

ARTICLE XIII. SEVERABILITY.

In the event that any provision of this Agreement between the parties shall be held by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable as above indicated, the parties shall meet within thirty (30) days

of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XIV. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the 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 bargaining. Any prior commitment or agreement between the Township and the P.B.A. or any individual employee covered by this Agreement is hereby superseded.

ARTICLE XV. "PRESIDENTIAL FREEZE."

Any provisions of this contract which are as of the date hereof inoperative by reason of the Presidential Freeze of August 15, 1971, or which may be prohibited by any extension of said freeze, shall not become effective unless and until such freeze or any extension thereof, is lifted or so modified as to allow any presently inoperative portion of this contract to become effectual.

ARTICLE XVI. FURTHER MISCELLANEOUS PROVISIONS

1. This contract may be modified or amended at any time prior to the expiration thereof by mutual consent of the parties hereto.
2. The provisions of Article V, B(1) pertaining to Overtime Pay, shall become effective October 1, 1971.
3. The provisions of Article VII, A, are extended to provide that a member of the department may be entitled to one day off-duty with pay to attend the funeral of his father-in-law or mother-in-law.

4. The Township agrees that the ordinance entitled an "Ordinance Amending the Police Rules of the Police Department of the Township of Union in the County of Union", identified as Ordinance #2658-A, adopted on May 25, 1971, authorizing the sharing of the "work in blue" with the members of the Special Police Force of the Township of Union will not be repealed during the term of this contract.

5. The Township agrees that the "attendance incentive system for retirement bonus", presently in existence, will not be repealed or the present provisions thereof reduced during the term of this contract.

6. This contract shall expire on December 31, 1972.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by the Chairman of its Township Committee, attested by its Township Clerk, and its corporate seal to be hereto affixed, and the said party of the second part has caused these presents to be signed by its President, attested by its Secretary and its corporate seal affixed thereto, all on the day and year first above written.

TOWNSHIP OF UNION IN THE
COUNTY OF UNION

ATTEST:

MARY E. MILLER,
Township Clerk

By: _____
F. EDWARD BIERTUEMPFAL,
Chairman of the Township
Committee of the Township
of Union in the County of
Union.

ATTEST:

LOCAL 69, PATROLMEN'S
BENEVOLENT ASSOCIATION OF THE
TOWNSHIP OF UNION

Secretary

By: _____
President

All parties signed and the Township sealed this contract on October 25, 1971.

SCHEDULE "A"

VACATION SCHEDULE

1st Year	-	1 Day for each Month	-	Maximum 10 Days (2 weeks)
1 - 5 years	-	2 Weeks	-	(10 work days)
6 - 10 years	-	3 Weeks	-	(15 work days)
11 - 15 years	-	4 Weeks	-	(20 work days)
16 - 20 years	-	4 Weeks $\frac{1}{2}$ 4 Days	-	(24 work days)
21 - 25 years	-	5 Weeks $\frac{1}{2}$ 1 Day	-	(26 work days)
26 - Over	-	6 Weeks	-	(30 work days)

*Days off be attached
to vacation time*

SCHEDULE "B"

LONGEVITY SCHEDULE

YEARS OF SERVICE

ADDITIONAL COMPENSATION PER ANNUM
(Percentage of Annual Salary)

5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years	10%

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