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A G R E E M E N T

BETWEEN

Union City, City of

CITY OF UNION CITY

COUNTY OF HUDSON, NEW JERSEY

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

UNION CITY LOCAL NUMBER 8

X January 1, 1985 through December 31, 1986

Law Offices:

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AGREEMENT

This Agreement made this _____ day of _____, 1985, between the Mayor and the Board of Commissioners of the City of Union City, hereinafter referred to as the "City" and the New Jersey State Policemen's Benevolent Association, Union City Local No. 8, hereinafter referred to as the "Association", represents the complete and final understanding on all bargainable issues between the City and the Association.

ARTICLE I

RECOGNITION

A. The City recognizes the Association as the exclusive negotiating agent and representative for all Patrolmen, excluding all Superior Officers, all other personnel employed by the City of Union City Police Department and all other employees employed by the City of Union City.

B. The titles "Policemen", "Patrolmen" or "employee" shall be used interchangeably and shall be defined to include all bargaining unit employees, the plural as well as the singular, and to include males and females, uniformed and non-uniformed members assigned to plain clothes.

ARTICLE II

DEFINITIONS

A. "PBA" means the Union City Policemen's Benevolent Association Local Number Eight.

B. "Service or Length of Service" means service with the Police Department of the City of Union City.

C. "Department" means Union City Police Department.

D. "Employer" means the City of Union City.

E. "Chief" means the Chief of Police.

F. "Immediate Supervisor" means the immediate supervising officer of the member claiming grievance.

G. "Department Head" means the Commissioner of Public Safety.

H. "Association Officer" refers to elected officers of the PBA.

I. "Executive Board" means the appointed members and the elected officers of the PBA, as defined in the PBA By-Laws.

J. "Grievance Committee" means a committee designated by the PBA to review, screen and adjust grievances presented by the employees.

K. "Representative" means PBA President or State Delegate of the PBA authorized to represent its members in the adjustment of grievances or other matters affecting the employees.

L. "City" means the Mayor and the Board of Commissioners of the City of Union City, County of Hudson, State of New Jersey.

M. "Shift Commander" means the commanding officer.

ARTICLE III

MANAGEMENT RIGHTS

A. The City of Union 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 the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. The municipality reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection

Management Rights (continued)

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.

C. Noting contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and 40A, or any other national, state, county or local laws or regulations.

ARTICLE IV

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the City's Departments and Agencies is of paramount importance to the citizens of the Community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walkout or other job action against the City.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

D. The City agrees that it will not lock out employees covered hereunder.

ARTICLE V

GRIEVANCE PROCEDURE

A. 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 employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application, or violation of this Agreement, policies, rules and regulations or administrative decisions affecting an employee or the Association.

2. No grievance may proceed beyond Step 1 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 1 herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this

Grievance Procedure (continued)

Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step 1:

The aggrieved or the Association shall institute action under the provisions herein within five (5) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. The immediate supervisor shall report all grievances to the Chief of the Department, and no grievance shall be settled where the settlement will affect the interpretation of this Agreement without the approval of the Chief of the Department. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 2:

If no agreement can be reached within ten (10) calendar days of the initial discussion with the immediate supervisor, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Chief of Police. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated, and the

Grievance Procedure (continued)

remedy requested by the grievant. The Chief of Police will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

Step 3:

If the Association wishes to appeal the decision of the Chief of Police, it shall present its appeal in writing within five (5) calendar days after the receipt of the Police Chief's decision to the Director or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated, and the remedy requested by the grievant. The Director or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

Step 4:

If the grievance is not settled through Steps 3, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of witnesses shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a

Grievance Procedure (continued)

preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

3. The parties agree that only one (1) grievance shall be placed before one (1) arbitrator at any time. An arbitrator will be permitted to hear multiple grievances only upon the mutual agreement of the parties.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or

Grievance Procedure (continued)

contract the time limits for processing the grievance at any step in the grievance procedure.

G. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Director on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association, whichever is responsible for the costs incurred.

ARTICLE VI

NON-DISCRIMINATION

A. The City and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The City and the Association agree that all employees covered under this Agreement have the right without fear or penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There should be no discrimination by the City or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE VII

PHYSICAL EXAMINATIONS

A. The City may require an employee to submit to an annual physical, neurological or psychiatric or other examination to be performed by a licensed physician selected by the City and at the City's expense.

B. The employee, nevertheless, reserves unto himself the right to be examined by a physician or physicians of his own choice and at his own expense, in addition to any physical examination required by the City.

ARTICLE VIII

PROMOTIONS

A. In the event a vacancy is created in the Officer rank of the Department, whether said vacancy be created as a result of retirement, death, discharge, dismissal or otherwise, an appointment filling such vacancy shall be made from the existing Civil Service List no later than ninety (90) days from the date said vacancy was created.

B. The employer shall maintain at all times an existing Civil Service list with respect to all ranks, excluding the Chief, from which promised appointments will be provided in accordance with Civil Service Rules and Regulations.

ARTICLE IX

DUES DEDUCTIONS AND AGENCY SHOP

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the City and the Association, and consistent with applicable law) the City agrees to deduct twice annually, membership dues (initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Association during the full term of this Agreement and any extension or renewal thereof. The City shall promptly remit monthly any and all amounts so deducted with a list of changes to the Secretary-Treasurer of the Association.

B. Any changes in monthly dues will be certified in writing by the President of the Association or his/her designee, and the amount shall be uniform for all members.

C. No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the City, through error or oversight, failed to make the deduction in any monthly period.

D. The City will notify the Secretary-Treasurer of the Association, monthly, of the hiring of all employees, their address, birth date, classification, rate of pay, and social security number. The City will similarly notify the Secretary-Treasurer of the Association of all employees who are terminated from the City's payroll.

Dues Deduction and Agency Shop (continued)

E. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

F. The deduction shall commence for each employee who elects not to become a member of the Association on the first of the month following thirty (30) days written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deductions shall commence for each new employee on the first of the month following sixty (60) days of employment.

G. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

H. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

Dues Deductions and Agency shop (continued)

I. The Association shall indemnify, defend and save the City harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

J. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the Bargaining Unit, and not only for members in the Association and this Agreement has been executed by the City after it had satisfied itself that the Association is a proper majority representative.

ARTICLE X

REPRESENTATIVES AND MEMBERS

A. Duly appointed representatives of the PBA shall be permitted to visit the duty posts and all other facilities used or otherwise available to the Police Department in order to inspect, ascertain and assure that the provisions of the Agreement are being properly observed. This right shall be exercised reasonably.

B. The PBA representative(s) shall be permitted to visit City Hall for the purpose of meeting with the Director of Public Safety in order to discuss the contract, grievance, etc., after the appointment has been cleared with the Director's office.

C. The PBA shall submit to the City the names of its authorized representatives and areas in which their representation is effective.

D. When a PBA President or State Delegate meets by agreement with a City representative during his work day, such meeting shall be without loss of pay or time.

E. The PBA representative(s) shall report to the Shift Commander in charge immediately upon entering the premises. The visitors shall in no way interfere with or impede the performance of work or other activity at the visitation site.

Employee Rights (continued)

for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

4. The interrogation of the member shall not be recorded.

5. The member of the force shall not be subject to any offensive language, nor shall he 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 acts.

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

7. In all cases and in every stage of the proceedings in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his PBA representative(s) before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force and the member shall have the right to have a representative of the PBA present during the interrogation.

C. The PBA shall be informed prior to promulgation of any new rule or the proposed modification of any present rule. Said

Employee Rights (continued)

notice to the PBA shall be given no later than ten (10) days before the effective date of any change. In the event the PBA is not notified ten (10) days in advance, the PBA may exercise its right pursuant to law. Such rule or regulation shall not become effective until the parties have exhausted all remedies provided by law.

D. The City shall not enter into any contractual agreement with a member which in any way alters, reduces, compromises, amends or conflicts with the terms and provisions of this Agreement and the rights and privileges conferred pursuant to this Agreement.

E. Nothing contained herein shall be construed to deny or restrict to any member or the City such rights as he may have under New Jersey Statutes or other applicable laws and regulations. The rights granted to the members hereunder shall in all cases be deemed to be in addition to those provided for elsewhere.

ARTICLE XII

PBA ACTIVITY

A. The representative(s) of the PBA having business with the members of the PBA may confer with them for a reasonable length of time during the course of a working tour, provided that permission is first obtained from the Commanding Officer at the Police Headquarters.

B. The City agrees that there will be no deduction from the pay or time owed of any members of the PBA for the reasonable time spent in discussing PBA business as aforesaid and further agrees that there shall be no deduction in pay or time owed by the representative(s) of the PBA involved if he is then working in a regular tour of duty.

C. The City shall permit members of the PBA Grievance Committee, not to exceed three (3), two of whom must be President and State Delegate, to conduct the business of the Committee which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Policemen to bring the Department to its proper effectiveness.

D. The City shall permit members of the PBA Negotiating Committee to attend collective bargaining meetings during the duty hours of members. During the negotiations of the PBA,

PBA Activity (continued)

representatives so authorized by the PBA, not to exceed three (3), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

E. The City agrees to grant to the members of the PBA selected as delegates up to fifteen (15) man days off without loss of pay or time to attend any State or National Convention of the New Jersey State Policemen's Benevolent Association or the International Conference of Police as provided under N.J.S.A. 11:26C-4.

F. The City agrees that the maximum number of six (6) PBA members, to be designated by the PBA, shall be granted leave to attend Local, State or National Conventions or other official PBA business, provided that the PBA notified the City in writing of its intentions to do so, no later than one (1) week prior to the time leave is to be taken, except in case of emergency.

G. In addition, the President and the State Delegate of the PBA shall be granted time off, without loss of pay or time, to attend State or County conference meetings, provided however, that the Chief of Police is notified as to the length of time off desired.

H. The City agrees that the President and/or the State Delegate of the PBA with the permission of the Commanding Officer which shall not be unreasonably refused, may at any time go off Post on PBA business, provided they are not both on the same shift.

ARTICLE XIII

DISCIPLINARY ACTION

In the event that an investigation results in the institution of disciplinary action and if the investigated employee so requests, the PBA may designate a representative to be present on behalf of and to represent but not to judge the employee at all stages of the proceedings if it elects, and shall be provided with copies of the charges and specifications, recommendations and decisions.

ARTICLE XIV

BULLETIN BOARD

A. The Association shall have the use of the Bulletin Board located in the Police Department Headquarters for the posting of notices relating to meetings and official business of the Association only.

B. Only material authorized by the signature of the Association President or Steward shall be permitted to be posted on said Bulletin Board.

ARTICLE XV

SALARIES

A. Effective March 15, 1985, the salary schedule for all employees covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Salary</u>
Step 1 Patrolman	\$21,435
Step 2 Patrolman	22,310
Step 3 Patrolman	23,331
Step 4 Patrolman	24,497

B. Effective January 1, 1986, the salary schedule for all employees covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Salary</u>
Step 1 Patrolman	\$22,292
Step 2 Patrolman	23,202
Step 3 Patrolman	24,264
Step 4 Patrolman	25,477

C. Effective July 1, 1986, the salary schedule for all employees covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Salary</u>
Step 1 Patrolman	\$23,184
Step 2 Patrolman	24,130
Step 3 Patrolman	25,235
Step 4 Patrolman	26,496

D. In addition to the annual salaries hereinabove mentioned, all employees assigned to plain clothes or detective duty shall receive an additional four hundred (\$400.00) dollars per annum, provided said employees shall have been employed for at least three (3) years from January 1, 1975 in said Division, regardless of future assignments.

E. All members assigned to the Traffic Division shall receive an additional three hundred (\$300.00) dollars per annum.

ARTICLE XVI

LONGEVITY

A. In addition to the annual salaries, employees shall be entitled to the following longevity payments:

<u>Years of Service</u>	<u>Longevity Payment</u>
3-5 years of service	2% of base pay
6-8 years of service	4% of base pay
9-11 years of service	6% of base pay
12-15 years of service	8% of base pay
after 15 years of service	10% of base pay
Effective March 15, 1985:	
After twenty-four (24) years of service	10% of base pay + \$500
Effective January 1, 1986:	
After twenty-four (24) years of service	10% of base pay + \$600

B. Longevity increments shall be paid bi-weekly.

ARTICLE XVII

HOURS OF WORK AND WORK SCHEDULE

A. The members of the Uniformed Patrol Division shall work the twenty (20) day cycle.

B. Employees of the Department hired pursuant to the Safe Streets Act shall work the assigned schedule.

C. Employees assigned to Records Division, Payroll Division, Traffic Division, Special Services and the Payroll Detail and the Motorcycle Squad shall work the assigned schedule.

D. The Juvenile Aid Bureau shall be manned from 9:00 a.m. to 5:00 p.m.

E. The members of the Detective Bureau shall work a twenty (20) day cycle and hours set forth herein: 9:00 a.m. to 5:00 p.m.; 12:00 p.m. to 8:00 p.m. and 8:00 p.m. to 4:00 a.m.

ARTICLE XVIII

OVERTIME

A. All employees shall receive overtime pay at one and one-half (1 1/2) times the employee's regular base rate of pay in either cash or compensatory time off at the employee's discretion for all hours worked in excess of the normal work week. Overtime shall include hours spent in appearance compelled by subpoena or directed by Superior Officers before criminal court, municipal court, Petite juries, Grand juries, suppression hearings, juvenile court, motion practice and appellate matters, insofar as they may relate to the regular and normal duties of law enforcement officer and further including appearances required before administrative agencies including but not limited to ABC hearings, State Investigating Commission hearings or State Motor Vehicle hearings outside of the employee's normal working hours. In computing overtime spent in the aforementioned appearances, the time shall commence upon the member's departure from the Police Station and shall terminate on his return thereto.

B. If an employee is recalled to duty, he shall receive a minimum guarantee of four (4) hours pay to be computed at one and one-half (1 1/2) times the employee's regular base rate of pay for a normal work week.

C. If an employee is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at one and one-half (1 1/2) times the employee's regular base rate of pay for a normal work week.

Overtime (continued)

D. If an employee is required to work longer than his eight (8) hour tour of duty, he shall receive overtime at one and one-half (1 1/2) times his regular base rate of pay for a normal work week.

E. If an employee is required to work overtime hours for any court appearance enumerated in this Article, he shall receive a minimum guarantee of two (2) hours pay to be computed at one and one-half (1 1/2) times the employee's regular base rate of pay for a normal work week.

F. Calls, pursuant to this Article, shall be placed no later than twenty-four (24) hours, except in case of emergency, prior to the commencement of the tour of duty the employee called is requested to work.

G. The employees covered by this Agreement shall be eligible for outside work details as administered through the Police Department. The implementation of this shall be determined by a tripartite committee which shall formulate a separate agreement which shall be incorporated into this contract.

ARTICLE XIX

VACATIONS

A. The vacation period shall commence January 1st and continue until December 31st of each year. The vacation allowance shall be as follows:

1. All employees who have not concluded one (1) year of employment shall receive two (2) working days vacation for each month of employment during the first calendar year of employment, not to exceed the established vacation period. After the first calendar year of employment, all employees shall be entitled to five (5) weeks vacation.

2. All employees working in the "5-4" day work cycle shall enjoy the benefit of an additional three (3) working days vacation.

3. The employee who is on sick leave shall not be charged with vacation time provided, however, that he is on sick leave prior to the starting of his vacation. In the event an employee's sick leave and vacation time coincide, he shall be charged with sick leave only and may take his accrued vacation time subsequently.

4. In the event an employee is on his vacation time and becomes ill, he shall not be able to stop his vacation time and report on sick time.

5. In the event of the death of an employee of the PBA, the City shall cause to be paid to his estate, compensation in lieu of accrued vacation credit.

Vacations (continued)

B. All employees shall receive at least three (3) weeks of their respective vacations during the period from June 18 to September 18. Employees may take their remaining vacation days off consecutively.

C. Employees shall not be subject to recall on days off immediately prior to return from vacation, unless all vacations are cancelled due to emergency.

D. In the event that an employee is on sick leave pursuant to Section A.2. of this Article, and that during said scheduled vacation period he returns to good health he shall then continue and complete his scheduled vacation. Any vacation days during which he was on sick leave shall be rescheduled at the discretion of the Chief of Police, manpower of the Department permitting.

E. Employees shall be eligible for vacations from January 1st to December 31st. The Chief shall have the reasonably exercised right to approve such vacation requests considering the manpower needs of the Department.

F. If an employee terminates his employment with the City anytime within the calendar year, and the employee's termination is of good standing, the employee shall be entitled to payment for accrued vacation time on a pro-rated basis.

ARTICLE XX

HOLIDAYS

A. All employees, in addition to their wages, shall receive fourteen (14) holidays to be paid in cash at straight time rates, seven (7) to be given in July and seven (7) to be given in December. Payment shall be made on the second pay period in July and the second pay period in December.

B. Employees working five (5) consecutive eight (8) hour days, followed by a sixty-four (64) hour leave, and then working four (4) consecutive eight (8) hour days, followed by an eighty-eight (88) hour leave and continuing to work such five (5) and four (4) day cycles alternately throughout the life of the contract shall, in addition to any other holiday pay, enjoy compensatory time off for all twelve (12) holidays. The holidays scheduled are as follows:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Member's Birthday

ARTICLE XXI

SICK LEAVE AND TERMINAL LEAVE

A. Sick leave policy for all members covered by this Agreement shall continue to be administered as in the past.

B. 1. An employee on sick leave shall be required to remain at home during the period he is on sick leave, except for a visit to the doctor's office or hospital.

2. Any employee who will be on sick leave for an extended period (more than four consecutive work days) must call the office of the Chief on Monday of each week during said absence.

3. An employee returning from an extended sick leave shall inform the Chief of the expected date of return as soon as possible, but in no event less than twenty-four (24) hours prior to the start of the officer's tour of duty. Failure to do so may result in the loss of a day's pay.

C. Before leaving his home for the above stated reasons, the employee shall contact the Chief or Officer in charge and submit the name of the doctor or hospital, address and phone number of same.

D. 1. All personnel shall be required to submit a PD-11 or a medical certificate explaining the nature of his illness after being out sick for either one (1) or two (2) days. If the illness or injury extends to a third day or beyond, the individual shall be required to report to the Police physician on his first day back on duty as well as provide a doctor's slip from his own physician.

2. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

Sick Leave and Terminal Leave (continued)

E. An employee can expect, at the sole discretion of the Chief, a visit from the Department physician or an Officer of the Department.

F. An employee can also expect, at the sole discretion of the Chief, to be called by Department personnel at intervals during that day and also during the sick leave period.

G. Failure to comply with this procedure shall be cause for disciplinary action.

H. For the purpose of terminal leave, however, and that purpose only, a sick leave bank shall be created consisting of fifteen (15) sick days per year for each calendar year of employment with the City, which bank shall only be reduced by reason of sick leave used during the employee's tenure with the City for absences as a result of non-work connected injury or illness. Upon the employee's retirement he shall be paid a terminal leave benefit in no event less than ninety (90) working days pay or on the basis of one day's terminal leave pay for each two (2) remaining accumulated sick days, whichever benefit is greater.

I. 1. Work connected injury or illness will not be cause for deduction of any benefits from the employee's accumulated sick leave.

2. Non-work connected injury or illness shall be treated in the same manner as ordinary sick leave, that is, charged to a maximum of fifteen (15) days per year.

ARTICLE XXII

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay between the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days.

B. For the purpose of this Article, "immediate family" shall be defined as the employee's spouse, child, step child, mother, father, step father, mother-in-law, father-in-law, and grandparents.

ARTICLE XXIII

PERSONAL LEAVE DAYS

Employees shall be entitled to the following temporary non-cumulative leave of absence with full pay:

A. 1. Upon the serious illness of a member of the immediate family of an employee, leave of absence shall be granted at the discretion of the Chief of Police.

2. For the purpose of this sub-section, "immediate family" shall be defined as an employee's spouse, child, step child, mother or father.

B. 1. If the employee is on duty he shall be allowed time off not to exceed eight (8) hours, at the discretion of the Chief of Police, for the birth of employee's child, to attend the Baptism, Communion, Confirmation, Graduation or Marriage of a member of the employee's immediate family.

2. For the purpose of this sub-section, "immediate family" shall be defined as an employee's son or daughter.

ARTICLE XXIV

PERSONAL LEAVE

A. Leave shall be granted in the sole discretion of the Chief or Director to an employee who obtains the services of another employee of equal experience who shall be capable of serving in the stead of the first employee and working his tour of duty, which discretion shall be reasonably exercised. Notification, in writing, should be submitted on previous tours except in case of emergency. No more than two (2) working days shall be permitted except in case of emergency which shall be determined by the Chief of Police.

B. An employee, in writing, seventy-two (72) hours prior to commencement, may request that the City grant him leave equal to back time owed to him which leave shall be granted at the discretion of the Chief of Police, manpower needs of the Department permitting, said discretion being reasonably exercised.

C. The City shall notify said employee no later than forty-two (42) hours, except in case of emergency, prior to the date the requested leave is to commence as to whether said leave shall be granted. A maximum of three (3) men shall be granted said leave per shift.

D. Effective January 1, 1984, the personal leave set forth in paragraph A shall be increased to a total of two (2) days.

ARTICLE XXV

LEAVE OF ABSENCE

Leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year, after which time the employee must be reinstated. Said leave may not be arbitrarily or unreasonably withheld and shall be administered pursuant to present Civil Service Regulations.

ARTICLE XXVI

CLOTHING ALLOWANCE

A. Effective January 1, 1985, employees shall be given the sum of five hundred twenty-five (\$525.00) dollars clothing allowance to be paid in full in June of the contract year.

B. Effective January 1, 1986, employees shall be given the sum of five hundred fifty (\$550.00) dollars clothing allowance per year to be paid in full in June of the contract year.

ARTICLE XXVII

WEAPONS MAINTENANCE ALLOWANCE

All employees covered by this Agreement shall receive an annual allowance for maintenance of weapons of one hundred (\$100.00) dollars.

ARTICLE XXVIII

MEDICAL INSURANCE, HOSPITALIZATION AND PENSIONS

A. Medical Insurance Protection

1. The City shall provide the health care insurance protection designated below. The City shall pay the full premium for each active employee, and in cases where applicable, for family plan insurance covering dependents.

- (a) Medical Surgical Plan of New Jersey -
U.C.R. Blue Shield
- (b) Hospital Service Plan of New Jersey -
Comprehensive Blue Cross 120 days
- (c) Rider "J" - 365 days
- (d) New Jersey Blue Cross Major Medical
- (e) Prescription Drug Program
- (f) Optical Plan - Travelers Insurance
- (g) Dental Plan - for all employees covered by
this Agreement and their dependents in an
amount not less than those already existing
from the Prudential Insurance Company or'
equal.

2. The City shall make full payment for the above health care insurance protection on behalf of all employees, including those members who are on sick leave and/or injured in the line of duty.

3. The City shall provide the health care insurance protection designated below. The City shall pay the full

Medical Insurance, Hospitalization & Pensions (continued)

premium for each retired employee, and in cases where applicable, for family plan insurance covering dependents.

- (a) Medical Surgical Plan of New Jersey -
U.C.R. Blue Shield
- (b) Hospital Service Plan of New Jersey -
Comprehensive Blue Cross 120 days
- (c) Rider "J" - 365 days
- (d) New Jersey Blue Cross Major Medical
- (e) Prescription Drug Program

B. Pensions and Insurance

1. The City shall do everything required by it, pursuant to law, to secure pensions for all qualified employees.

2. Pensions and insurance coverage shall be the same for an employee who is injured or killed while rendering aid to a neighboring community - as though the injury or death occurred within the territorial limits of Union City, New Jersey.

3. The City shall continue to make necessary payment to, and on behalf of, an employee who is on sick leave and/or has been injured in the line of duty and within the scope of his employment as though said employee remained on active duty.

C. Hospitalization

An employee injured in the line of duty and hospitalized as a result thereof, shall be afforded no less than semi-private accommodations.

Medical Insurance, Hospitalization & Pensions (continued)

D. Welfare

1. The City shall supply all employees all the necessary legal advice and counsel pursuant to law.

2. The City shall provide insurance coverage on employees and their personal vehicles when said vehicles are used in the scope of employment, provided said coverage is legally permissible and contractually insurable.

ARTICLE XXIX

EDUCATIONAL INCENTIVE

A. The City recognizes the need for the educational advancement of its Policemen; therefore, those officers who have earned an Associate Degree in Arts or Sciences on or before January 1, 1975 from an accredited institution of higher learning, shall receive an additional two point five (2.5%) percent of their annual base salary in the form of an annual payment.

B. Those officers, who on or before January 1, 1975, have earned a Bachelor's Degree in the Arts or Sciences from an accredited institution of higher learning, shall receive five (5%) percent of their annual base salary in the form of an annual payment.

C. Any employee after January 1, 1975 must have obtained his Associate or Bachelor's Degree in Police Science in order to qualify him to receive the additional benefits of paragraphs A or B.

D. Any employee, on or after January 1, 1975, furthering his education in an accredited institution of higher learning, and is enrolled in a course, which course is a Police Science related course, shall be paid annually five (\$5.00) dollars for each credit earned in addition to his base salary provided he is not encompassed within paragraphs A or B above.

ARTICLE XXX

POLICE SCHOOLS

Employees attending police courses or other in-service training will be considered to be on a 33.6 hour week and shall be paid thereof the straight time rates for all hours required in such course on an hour for hour basis exclusive of the mandatory Police Training Commission Basic Training School.

ARTICLE XXXI

SPECIAL TRAINING

In-service training courses conducted at headquarters shall be scheduled during working hours whenever possible.

ARTICLE XXXII

UNIFORMS AND PERSONAL EQUIPMENT

- A. Employees shall be free to purchase uniforms and/or equipment from suppliers of their own choice or designation.
- B. Uniforms shall comply with regulations and requirements established by the Chief of Police.
- C. Dress uniforms shall be worn on parade and funeral details.
- D. Work uniforms, as established by the Chief of Police, shall be worn during duty hours.
- E. It shall not be mandatory for an employee to wear the work uniform while reporting to or from the tour of duty.
- F. Any change in the existing uniform requirement by the administration will be paid by the City.
- G. Any employee found to be inappropriately attired, out of uniform, or who fails to pass any uniform inspections shall be subject to discipline. Such discipline may include, but not be limited to, the withholding of part or all of the clothing allowance until such deficiencies are corrected and approved by the Chief or his designee.

ARTICLE XXXIII

EQUIPMENT

A. 1. The City shall, so far as practical, provide the Police Department of the City of Union City with all the necessary and essential equipment necessary to properly enforce the law, preserve the peace and provide public safety and such equipment shall be kept in good state of repair.

2. The City shall replace all equipment which is required to be replaced by normal usage, procedure, wear and tear in the performance of duties of the Police Department.

B. All motor vehicle apparatus shall be kept up to New Jersey State Inspection Laws.

C. 1. Employees shall be allowed to remove their hats and coats while operating in motor vehicles providing they are properly uniformed.

2. Hats must be worn at all times when not in motor vehicles. Employees shall be allowed to remove their hats and coats while in public restaurants.

D. 1. All patrol cars shall be equipped with at least the following equipment:

- one heavy duty flashlight
- 150 feet of heavy duty rope
- one serviceable first aid kit
- one fire extinguisher
- one oxygen inhalator
- one snare for animals
- one 360 degree light (revolving type)
- an electronic audio warning device to replace siren or to be used in conjunction therewith

Equipment (continued)

night stick holder
plastic bags
disposable gloves
shovel
one screen dividing the front and rear seats

2. Detective cars shall be equipped with at least the following equipment:

one heavy duty flashlight
one serviceable first aid kit
one fire extinguisher
one oxygen inhalator
one portable 360 degree light
one horn siren

E. All patrol cars and unmarked cars shall be equipped with trunks that can be opened from the interior of the vehicle.

ARTICLE XXXIV

SAFETY

The parties hereby agree to establish a health and safety committee. Said committee shall be comprised of an equal number of City and Union representatives. Said committee shall meet quarterly at a mutually convenient time and place. Any person may submit suggestions to the committee members either orally or in writing.

ARTICLE XXXV

TRANSPORTATION OF MENTAL PATIENTS

Given the availability of training facilities, employees will be provided with training in the proper procedures for the handling and transportation of mental patients.

ARTICLE XXXVI

OUTSIDE EMPLOYMENT

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty.

B. It is understood that the full-time employees will consider their position with the City as their primary job. Any outside employment must not interfere with the employee's efficiency in his position with the City and must not constitute any conflict of interest.

C. No employee planning to or engaging in outside employment during the off-duty hours shall be permitted to wear the regulation City uniform.

D. All outside employment shall be listed with the Chief of Police.

E. Any injury incurred on non-duty work will not be compensated for by the City.

ARTICLE XXXVIII

MISCELLANEOUS PROVISIONS

A. Appeal

1. After disciplinary proceedings have been concluded, if the PBA concludes that an employee has been unjustly punished or dismissed, it may appeal such judgment to arbitration as provided below. The Board of Arbitrators shall review the justness of the punishment imposed, upon the record made before the Hearing Officer.

2. If the Board of Arbitrators decides that the punishment imposed was unduly harsh or severe under all the circumstances, it may modify the findings and punishment accordingly. Nothing herein shall be deemed to limit the rights of the employee provided by Civil Service Laws or other applicable laws.

3. The appeal provided by this Article is in addition to any appeal or other remedy provided by the Civil Service Act on any other statute, rule or regulation.

B. Polygraph Test

1. The City will not require a Police Officer to take a polygraph test.

C. Termination of Employment

1. Upon termination of the employment of an employee, regardless of the cause thereof, the City shall pay to the employee all monies due him up to and including the effective

Miscellaneous Provisions (continued)

termination date on or before the pay day immediately following the effective termination date. This payment shall include, but not be limited to, compensation due for earned vacation time.

D. 1. Every member shall, at the City's expense, be furnished with a card valid for the purpose of identifying said person as a member of the Department.

E. Fireman and Other Non-Police Duties

1. No employee shall be required to perform Fireman functions or duties.

2. No employee shall be required to assist in an attempt to control a fire, near fire or any other disorder by the use of hose streams or otherwise.

3. No employee shall be required to perform any mechanical or maintenance work (including but not limited to washing and cleaning motor vehicles) changing tires on any City owned or operated equipment, nor perform any maintenance work in the Police Station.

F. Facilities

1. All sanitary facilities and equipment in the Department including, but not limited to, toilets and wash basins, shall be furnished and maintained in good working order by the City.

2. The City shall also furnish, maintain in good working order and replace when necessary the following:

Miscellaneous Provisions (continued)

double lockers
chairs
tables
dress room facilities

G. 1. Since all employees are presumed to be subject to duty twenty-four (24) hours per day, an employee taking actions on his time off which would have been taken by an employee on active duty is present and available, shall have all the rights and benefits concerning such action as if he were then on active duty provided such action is taken within City limits.

2. The City will provide each employee with a handbook containing the rules and regulations of the Department. A copy of this will be posted at Police Headquarters when the revision of said handbook is completed.

3. In the event of any civil suit arising from the performance of any Police duties in which the municipality is a party to the suit, the municipality shall provide an attorney with the cost to be borne by the municipality.

H. Assignments and Reporting Times

Whenever assignments and reporting times are changed, employees shall be notified at least twenty-four (24) hours prior to the change whenever possible.

ARTICLE XXXIX

MAINTENANCE OF STANDARDS

A. All conditions of employment relating to wages, hours of work, and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

B. In the event of a conflict between the terms of this Agreement and the Rules and Regulations of the Department, then and in that event, the terms of this Agreement shall govern for the duration of this Agreement.

ARTICLE XL

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law by any court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXXIV

DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 1985 and shall terminate on December 31, 1986. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desires to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures:

CITY OF UNION CITY, NEW JERSEY

UNION CITY POLICE P.B.A.
Local #8



ATTEST:



ATTEST:

