

20-19

UG-2615

A G R E E M E N T

BETWEEN:

TOWNSHIP OF UNION IN THE COUNTY
OF UNION

AND:

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

DATED: April 12, 1977

11/177-12/31/78

LAW OFFICES
KEIN & POLLATSCHEK
1000 STUYVESANT AVENUE
UNION, NEW JERSEY 07093

APR 12 1977

THIS BOOK DOES NOT CIRCULATE

UG-2615
3rd Draft
XXXXXXXXXX
5th Draft

THIS AGREEMENT made this 12th day of April, 1977,
BETWEEN: TOWNSHIP OF UNION IN THE COUNTY OF UNION, hereinafter
referred to as TOWNSHIP, party of the first part, and LOCAL 69,
POLICEMEN'S BENEVOLENT ASSOCIATION OF THE TOWNSHIP OF UNION, a
branch of the New Jersey State Policemen'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 heretofore been recognized in
accordance with law as the exclusive representative for the
members of the Police Department who hold the ranks of Police
Officer and Detective; and

WHEREAS, said P.B.A. has petitioned the TOWNSHIP in
accordance with the current contract to commence to negotiate
and bargain in accordance with the law and said contract for
increased compensation and other fringe benefits; and

WHEREAS, the parties hereto did heretofore on
October 1, 1971; April 12, 1972; June 13, 1973; July 28, 1975
enter into certain contracts; and

WHEREAS, negotiations have been undertaken and have
continued to the date hereof between the parties hereto for the
purpose of formulating the 1977 contract; and

WHEREAS, both parties agree and accept this contract
as the embodiment of all previous contracts and of any and all
newly negotiated items, as and for the contract between the
parties hereto for the years 1977 and 1978.

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:

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4/1/77 - 12/31/78

ARTICLE II. HOLIDAYS

A. The members of the Police Department shall be entitled to twelve (12) paid holidays for the year 1977.

B. Pay for the aforesaid holidays shall be delivered to each member of the Police Department on the first day of December, 1977.

C. In addition to the foregoing, if the President of the United States of America declares a National Holiday, members of the Department shall receive pay for such holiday as is herein provided for other holidays.

D. In the event the Martin Luther King Day becomes a Legal Holiday in the State of New Jersey by action of the New Jersey Legislature and the Governor at any time during the period of this contract, then and in that event the aforementioned twelve (12) paid holidays shall be increased to thirteen (13) paid holidays, it being understood, however, that if said holiday becomes effective after January 15, 1977 that then and in that event the Legal Holiday herein provided for shall not be considered a paid holiday for the year 1977 but shall be considered a paid holiday for the year 1978.

E. Pay for the holidays for the year 1978 shall be delivered to each member of the Police Department on the first day of December, 1978.

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12x29x36x

ARTICLE III. UNIFORM ALLOWANCE

A. The uniform allowance for the year 1977 shall be \$350.00 payable in cash in one lump sum not later than May 1 of said year and for the year 1978, \$400.00 payable in the same manner.

B. Each member of the Department will maintain his work uniform in a clean and presentable condition at all times.

C. 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. If any personal property of a member of the Police Department, other than of the uniform is damaged or destroyed in the line of duty, the TOWNSHIP, subject to the approval of the Chief of Police, shall pay for the replacement or repair thereof upon voucher submitted therefor in an amount not to exceed \$100.00 per incident, provided that under extraordinary circumstances this amount may be exceeded upon recommendation of the Chief of Police and approval of the Township Committee.

D. In addition to the foregoing, hardware items such as service hand guns, 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, as well as flashlights, flashlight batteries, whistles, and one ballpoint pen per month. All the foregoing shall be replaced when necessary.

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

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12x22/200

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ARTICLE IV. INSURANCE

A. The TOWNSHIP will continue to provide Blue Cross with Rider "J", Blue Shield and Major Medical Insurance, as is in force on December 31, 1976. In addition thereto, the TOWNSHIP will continue to provide the Dental Plan Insurance of the New Jersey Dental Service Plan, Inc., as is in force on December 31, 1976.

B. The TOWNSHIP will continue to pay the premium required for the continuance of Blue Cross with Rider "J", Blue Shield and Major Medical Insurance and dental insurance as is in existence on December 31, 1976 for each member of the Department (including recognized dependents) retiring after 25 years of active service with the Department.

C. In the event a member of the Department elects to take deferred pension early retirement, or resigns, or retires for disability occurring other than in the line of duty, such member shall not be entitled to the continuance of the aforesaid insurance at the expense of the TOWNSHIP. The TOWNSHIP agrees, however, that said member may be carried as part of the Township group if said member desires to contribute the cost of his individual or family continuance program.

D. If a member retires because of disability resulting from injury occurred in the line of duty, then he shall be entitled to benefits provided by "B" above.

E. In the event of the death of a member of the Department, the TOWNSHIP agrees to continue hospitalization including major medical insurance for the benefit of the family .

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of such deceased member of the Department until the commencement of the second anniversary date of the policy subsequent to the date of death.

F. Workmen's Compensation. The TOWNSHIP shall maintain Workmen's Compensation Insurance covering all members of the Department.

G. The TOWNSHIP will provide Automobile Liability Insurance covering all vehicles used by the Department in an amount of at least \$500,000.00 for each person and each occurrence for bodily injury, and \$100,000.00 for each occurrence for property damage with a \$1,000,000.00 Umbrella Liability Policy.

H. Whenever a member or officer of the Union Police Department or Force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the TOWNSHIP shall provide said member or officer with necessary means, including counsel selected by the TOWNSHIP, for the defense of such action or proceeding, other than for his defense in a disciplinary proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense. (N.J.S.A. 40A:14-155)

ARTICLE V. HOURS OF WORK, OVERTIME AND SENIORITY.

A. Hours of Work.

1. Work Schedule shall be posted on a fourteen (14) day cycle.

2. Tour of Duty will commence at 12:01 A.M. Members of the Department shall work eight (8) consecutive hours per day; five (5) consecutive tours per week with two (2) consecutive days off and, in any event, not more than the statutory forty (40) hours per week. The work week shall commence 12:01 A.M. on Saturday each week. The commencement of the tour of duty may, at the discretion of the Chief of Police, be varied one hour in either direction. The work schedule shall be posted on a fourteen (14) day cycle.

3. Shift Limitation. No shift will begin between the hours of 0200 and 0600 except in the event of an emergency.

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.

2. If a member is held over from his normal tour of duty or is recalled to duty on a normal duty day prior or subsequent to the normal hour of reporting for duty, or is recalled to duty on his day off, then and in that event the parties hereto do agree that such member may be required to remain on duty for the full period for which he would be entitled to overtime pay as herein set forth; provided, however, that the Chief of the Department or his designee, in the discretion of either, may relieve the member from continuing

on duty during such overtime period; it being understood further, however, that such relief of such member from so continuing on overtime duty will not relieve the TOWNSHIP from the overtime payment herein required.

3. If a member is obliged to remain on duty, awaiting a replacement, for a period not in excess of fifteen (15) minutes and not in connection with actual police duties, then and in that event it is agreed that such member will not be paid overtime for any part of said fifteen minute period. If, however, the member is held over awaiting the replacement for more than fifteen (15) minutes, then and in that event overtime will be paid in accordance with this contract and the member failing to report may be dealt with in a disciplinary fashion by action recommended by the Chief of Police.

4. 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.

5. 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.

6. Record Keeping, authorization for and payment of Overtime pay shall be upon the same basis as conducted in the year 1976.

7. 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.

8. (a) Whenever a member of the Department is placed on "Standby" during off-duty hours, he shall be compensated for a minimum of Two (2) Hours pay at the rate of One-Half ($\frac{1}{2}$) of his regular hourly rate of pay. (Standby is defined as being prepared to respond immediately to an assigned post, to Headquarters, or to another designated Post. Immediate response means that the Officer is fully uniformed or equipped for Regular Duty upon arrival to assignment within One-Half ($\frac{1}{2}$) Hour or less from the time of notification.)

(b) An Officer who is "On Call" shall be available for response to Headquarters or other designated location as may be required. Immediate response is not required, but he shall be capable of being contacted immediately at some location and respond as ordered within 45 minutes. An Officer "On Call" during off-duty hours shall be compensated for a minimum of three (3) hours pay at the rate of one-third of his regular hourly rate of pay except that such "On Call" pay shall not exceed more than 13 hours in one day.

No "On Call" pay shall be paid between 1:00 A.M. and 7:00 A.M. unless specifically authorized by the Chief of Police.

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In the event of a "Call Out", if the overtime exceeds the "On Call" overtime, then in that event the "On Call" overtime shall be waived.

C. Seniority.

Seniority, for the purpose of this contract, is defined to mean the accumulated length of continuous service with this Department computed from the last date of hire. An employee's length of service shall not be reduced by:

1. Time lost due to absence for active military service.
2. Absence due to a bona fide illness or injury certified by the Township physician and arising in line of duty and extending for not more than one (1) year.

Seniority shall be lost, however, for any of the following reasons:

- (1) Voluntarily continuing in the active military service beyond the time scheduled for release therefrom.
- (2) Voluntarily re-enlisting in the active military service.
- (3) Discharge from employment as a member of the Department.
- (4) Resignation as a member of the Department.
- (5) Failure to return to duty when scheduled upon expiration of an authorized leave of absence.
- (6) Continued absence from duty for five (5) consecutive working days without leave or notice.

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