

**AGREEMENT**

**BETWEEN**

**THE CITY OF UNION CITY**

**AND**

**UNION CITY POLICE SUPERIOR OFFICERS ASSOCIATION**

**JANUARY 1, 2005 THROUGH DECEMBER 31, 2007**

**COHEN, LEDER, MONTALBANO & GROSSMAN, LLC  
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**PREAMBLE**

THIS AGREEMENT is made by and between the CITY OF UNION CITY (hereinafter referred to as the "City" or the "Employer") and the UNION CITY POLICE SUPERIOR OFFICERS ASSOCIATION (hereinafter referred to as the "PSOA")

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees recognized as being represented by the PSOA as follows:

**ARTICLE I**

**RECOGNITION**

A. The City hereby recognizes the PSOA as the exclusive representative of all its Superior Officers in the Police Department in the City of Union City, New Jersey. Superior Officers, as used herein, shall mean all male and female officers above the rank of Patrolman and/or Detective.

B. The Employer hereby recognizes the PSOA as the exclusive collective negotiations agent for all Superior Officers of the Police Department and the Senior Mechanic and Police Radio Repairer of the City of Union City, New Jersey, but excluding the Police Chief, Deputy Chief, and all other parties classified as management personnel by the Public Employment Relations Commission.

**ARTICLE II**

**DEFINITIONS**

- A. "PSOA" means the Union City Police Superior Officers Association.
- B. "Service" or "length of service" means service with the Police Department of the City of Union City.
- C. "Department" means the City of Union City Police Department.
- D. "Employer" means the City of Union City.
- E. "Immediate Supervisor" means the immediate supervising officer of the member claiming grievance.
- F. "Department Head" means the Commissioner of Public Safety, and shall be interchangeable with the term "Director," as covered by this Agreement.
- G. "Association Officer" refers to elected officers of the PSOA.
- H. "Executive Board" means the appointed members of the elected officers of the PSOA, as defined in the PSOA By—Laws.
- I. "Grievance Committee" means a committee designated by the PSOA to review, screen and adjust grievances presented by the employees.
- J. "Representatives" means PSOA President or Executive Delegate of the PSOA authorized to represent its members in the adjustment of grievances or other matters affecting the employees.
- K. "City" means the City of Union City, County of Hudson, State of New Jersey.
- L. "Shift Commander" means the commanding officer.
- M. "Member," when used herein, shall be interchangeable with the term "employee," as covered by this Agreement.

**ARTICLE III**

**MAINTENANCE OF STANDARDS**

A. All terms 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 terms 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 IV

REPRESENTATIVES AND MEMBERS

A. Duly appointed representatives of the PSOA 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 PSOA 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 PSOA shall submit to the City the names of its authorized representatives and areas in which their representative is effective.

D. When a PSOA President, Executive Delegate, or their representative meets by agreement with the City representative during the work day, such meeting shall be without loss of pay or time.

E. The PSOA 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 of the visitation site.

F. Superior Officers shall be responsible for meeting with the Chief of the Department concerning "training," which meeting shall not be subject to compensation, and which will not exceed four (4) meetings during the course of the year, or not more than sixteen (16) hours in the aggregate.



ARTICLE V

EMPLOYEE RIGHTS

A. Members of the PSOA hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The 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 PSOA. These questions may require investigations by Superior Officers. In an effort to ensure 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 PSOA shall be at a reasonable hour, preferably when the member of the PSOA 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 should be provided. If it is known that the member of the PSOA is being interrogated as a witness only, he should be so 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

5 The member of the PSOA 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 PSOA 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 at every stage of the proceedings. in the interest of maintaining the usual high morale of the PSOA representative(s) before being questioned concerning a violation of the Rules and Regulations, during the interrogation of a member of the PSOA, the member shall have the right to have a representative of the PSOA present during the interrogation,

C. The PSOA shall be informed prior to promulgation of any new rule or the proposed modification of any present rule. Said notice to the PSOA shall be given no later than ten (10) days before the effective date of any change. In the event the PSOA is not notified ten (10) days in advance, the PSOA 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 VI

PSOA ACTIVITY

A. The representative(s) of the PSOA having business with the members of the PSOA 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 member of the PSOA for the reasonable time spent in discussing PSOA business as aforesaid, and further agrees that there shall be no deduction in pay or time owed by the representative(s) of the PSOA involved if he is then working in a regular tour of duty.

C. The City shall permit members of the PSOA Grievance Committee, not to exceed three (3), 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 Superior Officers to bring the Department to its proper effectiveness.

D. The City shall permit members of the PSOA Negotiating Committee to attend collective bargaining meetings during the duty hours of members. During the negotiations of the PSOA Agreement, representatives so authorized by the PSOA, not to exceed three (3), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

E. The Director agrees to grant to the members of the PSOA elected as delegates up to fifteen (15) days off without loss of pay or time to attend any state or national convention of the New Jersey Policemen's Benevolent Association or the International Conference of Police as provided under N.J.S.A. 11A:6-10.

F. The City agrees that the maximum number of six (6) PSOA members, to be designated by the PSOA, shall be granted leave by the Director to attend local, state or national conventions or other official PSOA business, provided that the PSOA 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 Executive Delegate of the PSOA shall be granted time off, without loss of pay or time, to attend state or county conference meetings, provided, however, that the Director is notified as to the length of time off desired.

H. The City agrees that the President and/or the Executive Delegate of the PSOA, with the permission of the Commanding Officer, which shall not be unreasonably refused, may at the time go off post on PSOA business, provided they are not both on the same shift, exceed three (3), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary

ARTICLE VII

LEAVE OF ABSENCE

A. Leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of ninety (90) days, after which time the employee must be reinstated. Said leave may not be arbitrarily or unreasonably withheld and shall be administered pursuant to present New Jersey State Department of Personnel Regulation.

ARTICLE VIII

PERSONAL LEAVE

A. Leave shall be granted by the Chief or Director to a member who obtains the services of another Superior Officer of equal experience who shall be capable of serving in the stead of the first member and working his tour of duty, in their discretion, which shall be reasonably exercised. Notification in writing should be submitted on previous tour, except in case of emergency. No more than one (1) working day shall be permitted, except in case of emergency, which shall be determined by the Chief of Police.

B. A member, in writing, seventy—two (72) hours prior to commencement, may request that the City grant him leave equal to back time owed to him pursuant to Article XV, Section J.

C. The Chief shall notify said member 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 two (2) men shall be granted said leave per shift.

## ARTICLE IX

### 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 An officer 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

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

D A medical slip signed by a doctor, or a PD—II, stating the nature of the illness shall be required of all officers who have already used up two (2) separate single sick leave days. A medical slip shall also be required where a single absence is more than two (2) consecutive days

E An officer can expect, at the sole discretion of the Chief or Department Head, a visit from the Department Physician or an officer of the Department.

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

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

H.1 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 on the basis of one day's terminal leave pay for each two (2) remaining accumulated sick days, whichever benefit is greater,

2. In the case of an employee's death, such shall be considered retirement for the purposes of the terminal leave benefit being awarded, and his estate shall be entitled to the compensation owed.

3. The provisions of this Section shall not be operative until such time as a court of competent jurisdiction shall determine it to be legal or until such time as an authorizing statute shall be enacted.

I. 1. Work—connected injury or illness will not be cause for deduction of any benefits from the member'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.

J. 1. Members of the bargaining unit who utilize no sick days during the calendar year shall receive a bonus in the amount of one hundred fifty (\$150.00) dollars. Officers who use one (1) sick day during the calendar year receive a bonus in the amount of seventy—five (\$75.00) dollars.

2. For the purposes of this provision, the calendar year shall be December 1 through November 30 of the succeeding year. Any officer entitled to a bonus in accordance with this provision shall receive same during the month of December of each year.

**ARTICLE X**

**PERSONAL LEAVE DAYS**

A. Members shall be entitled to the following temporary non—cumulative leave of absence with full pay:

1. Upon the death of a member of the immediate family of a member, commencing from and including the date of death through the day after the funeral.

2. For the purpose of this subsection, "immediate family" shall be defined as a member's spouse, child, stepchild, mother, father, sister, sister—in—law, brother, brother-in—law, stepmother, stepfather, mother—in—law, father—in—law, and grandparents.

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

1. For the purpose of this subsection, "immediate family" shall be defined as a member's spouse, child, stepchild, mother or father.

C. An employee shall be entitled to the day off on the day of the ceremony for the baptism, communion, confirmation, graduation, or marriage of a member's immediate family.

1. For the purpose of this subsection, "immediate family" shall be defined as a member's son or daughter.

D. Each employee covered by this Agreement shall be entitled to three (3) personal days per annum, which shall be administered as is the present practice.



**ARTICLE XI**

**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 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 ~5 recognized,

4. The City 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 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. Nothing 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 XII**

**PHYSICAL EXAMINATIONS**

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

B. The member, 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.

C. The policy and procedures set forth in the Ordinance annexed hereto as Exhibit A shall be applicable to employees covered by this Agreement.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

A. Definition. A "grievance" is a complaint concerning the interpretation, application or violation of this Agreement, policies, rules and regulations or administrative decisions affecting a member of the PSOA. Grievances include, but are not limited to, working conditions, lighting, heating, sanitary facilities, personal safety, type of work assignments and their location, work load, and the attitude of supervisors.

B. 1. When an employee or the PSOA collectively has a grievance against the City, it shall be processed in accordance with the grievance procedure hereinafter provided.

2. Any grievance that either is not processed within a reasonable time or is disposed of in accordance with the grievance procedure shall be considered final and binding upon the City, the member or the members involved, and the PSOA for its members.

C. STEPS.

Step One.

1. A member believing he has cause for a grievance may, at his option, discuss the matter directly with his immediate supervisor, or may take it up with the PSOA Committeeman, who shall discuss the grievance with the member's immediate supervisor, Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion

2 If the matter is not disposed of in this discussion with the immediate supervisor within four (4) business days (excluding Saturday, Sunday and holidays), the grievance may be reduced to writing and may set forth all facts relied on, and shall be presented in triplicate to Step Two

Step Two

1 The PSOA Committee shall, within seven (7) calendar days of the preceding disposition, present the grievance in writing to the Commissioner of Public Safety.

2. The Commissioner of Public Safety shall give his decision in writing not later than seven (7) calendar days after the grievance has been submitted to him

Step Three

1. If no satisfactory resolution of a grievance relating to the interpretation or application of this Agreement is reached at Step Two, then within fifteen (15) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of PERC. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

2. The arbitrator shall have no authority to add to, subtract from or otherwise

modify the terms of this Agreement.

3. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the City's governing body or its representative on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the New Jersey Department of Personnel may be submitted to arbitration. The parties herein direct the arbitrator not to accept or decide any matter in dispute that is subject to review and decision by the New Jersey Department of Personnel.

4. Employees covered by this Agreement shall have the right to process their own grievances, with or without a PSOA representative.

5. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

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

**ARTICLE XIV**

**DISCIPLINARY ACTION**

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

ARTICLE XV

SALARIES OVERTIME AND LONGEVITY

A. The salary schedule for all Superior Officers represented by the PSOA shall be as follows:

	January 2005	January 2006	January 2007
Sergeant	85,152	88,558	92,100
Lieutenant	97,835	101,748	105,818
Police Radio Repairer and Sr. Mechanic	99,584	103,567	107,710
Captain	112,414	116,911	121,587
Inspector	120,799	125,631	130,656

1. Any employee promoted to the rank of Sergeant after January i, 1998 shall receive a base pay of one thousand (\$1,000) dollars less than the current base pay for that rank. Base pay for all other ranks shall remain the same.

B. All members shall receive overtime pay at one and one— half (1½) times the member’s regular hourly rate in either cash or compensatory time off, at the officer’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 courts, municipal courts, petit juries, grand juries, suppression hearings, juvenile court, motion practices and appellate matters, insofar as they may relate to the regular and normal duties of a 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. 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.

C. 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 (1½) times the employee’s regular hourly rate.

D. 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 (1½) times the employee’s regular hourly rate. Calls 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 member called is requested to work.

E. In addition to the annual salaries hereinabove mentioned, all members of the

Department assigned to plain clothes on detective duty shall receive an additional three hundred (\$300.00) dollars per annum for each year of this Agreement. Said additional three hundred (\$300~QQ) dollars per annum shall become a permanent increase, provided said member

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

G. In addition to the annual salaries as hereinabove mentioned, the following longevity shall be in effect:

<u>Commencing</u>	<u>Longevity Payment</u>
3-5 years service	3% of base pay
6-8 years service	7% of base pay
9-11 years service	10% of base pay
12-14 years service	14% of base pay
15-22 years service	18% of base pay
23 <sup>rd</sup> year and over	21% of base pay

1. Longevity increments shall be paid bi-weekly, as are salaries.

2 In the event an employee purchases military time served permitted by state law, such time shall be applied for the purpose of calculating longevity compensation due said employee. Such compensation shall be effective as of the effective date of said buyback.

I. The employees covered by this Agreement shall be eligible for outside work details, which shall be administered and compensation provided through the Police Department.

J. The employees in the unit shall have the ability to accumulate banked "time due" pursuant to this Article to a maximum of one hundred four (104) hours, of which a maximum of eighty (80) hours shall be payable upon retirement at the then existing rate of pay. Procedures for utilizing the bank time due shall be in accordance with the current procedure, including the approval of the Chief or his designee.

**ARTICLE XVI**

**HOURS OF WORK AND WORK SCHEDULE**

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

B Members attached to the Detective Division, Records Division, Payroll Division, Traffic Division, Special Services, and Juvenile Division shall work the assigned schedule as follows five (5) consecutive eight (8) hour days, followed by a sixty—four (64) hour leave, and then shall work four (4) consecutive eight (8) hour days, followed by an eighty—eight (88) hour leave and shall continue to work such five (5) and four (4) day cycles alternatively throughout the life of the contract. In addition, all such personnel shall enjoy compensatory time off for twelve (12) holidays listed below, in addition to any other holiday pay, pursuant to Article XIX.

C. The holidays scheduled are as follows:

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



**ARTICLE XVII**

**VACATIONS**

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

<u>Classification</u>	<u>Working Days Vacation</u>
Sergeants	27 days
Lieutenants	30 days
Police Radio Repairer	30 days
Senior Mechanic	30 days
Captains	34 days
Inspector	39 days

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

3. A member 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 a member'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 a member is on his vacation time and becomes ill, he shall not be able to stop his vacation time and report on sick leave.

5. In the event of the death of a member of the PSOA, the City shall cause to be paid to his estate compensation in lieu of accrued vacation credit.

B. In the event that an officer is on sick leave pursuant to Section A.3 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.

C. The employee may bank no more than two (2) years of accumulated vacation leave plus the current year's allotment. Any excess over two (2) years of accumulated vacation leave must have been utilized prior to December 31, 1994. Upon retirement, the employee shall be paid for accumulated vacation, pursuant to the foregoing limitations, at the then-existing rate of pay.

D. A maximum of one (1) Superior Officer shall be permitted to receive days off/vacation days per duty tour. This figure shall not include Commanding Officers.

**ARTICLE XVIII**

**HOLIDAYS**

A All employees, in addition to their wages, shall receive fifteen (15) holidays to be paid at straight time rates

B The payment for holidays shall be included within the period paycheck of each employee covered by this Agreement for purposes of pension contributions and hourly rate.

ARTICLE XIX

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 Association member and, in cases where applicable, for family 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 Plan The Prescription Drug Program shall require a five (\$5.00) dollar co—payment charge for each brand name prescription Generic drugs shall not require co—payment

f. Optical Plan -Met Life Insurance.

g. Dental Plan for all employees covered by this Agreement and their dependents in an amount not less than those already existing from Blue Cross/Blue Shield or equal.

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

3. The City shall provide the insurance protections designed below for its retirees and shall pay the full premium for each retired employee and, in cases where applicable, for family plan insurance covering dependents for the following:

- a. Medical Surgical Plan of New Jersey - UCR 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 Plan. The Prescription Drug Program shall require a five (\$5.00)

dollar co-payment charge for each brand name prescription. Generic drugs shall not require co-payment. Members who have retired prior to January 1, 1998 shall remain at the one (\$1.00) dollar co-payment charge.

4. The Employer, upon thirty (30) days written notice and mutual agreement of the Association, which agreement shall not be unreasonably withheld, may elect to change insurance carriers for the programs referenced herein, provided substantially equal benefits are provided thereby.

5. a. Effective January 1, 1992, the health benefits of any new bargaining unit member shall remain at the health benefit level applicable at the time of his City Position immediately prior to his promotion or appointment into this bargaining unit.

b Effective January 1, 1992, a new bargaining unit member who did not hold a City position immediately prior to his appointment or promotion to this bargaining unit shall be provided with health benefits at the same level as if he had held a City position immediately prior to his promotion or appointment

B. Pensions and Insurance.

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

2. Pensions and insurance coverage shall be the same for an Association member who is injured or killed while rendering aid to a neighboring community as though the injury or death occurred within the territory of Union City.

3 The City shall continue to make necessary payment to and on behalf of an Association member 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 Association member remained on active duty.

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

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 or recalls or when otherwise used in the scope of employment, provided said vehicle is legally permissible and contractually insurable.

## ARTICLE XXI

### 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 from the pay periods of each month membership dues, fees and assessments 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 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.

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 deduction 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.

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 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 has satisfied itself that the Association is a proper majority representative.

ARTICLE XXI

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 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.
- B. It shall not be mandatory for a member to wear the work uniform while reporting to or from the tour of duty.
- F. Any change in the existing uniform requirements by the Administration will be paid for by the City.

ARTICLE XXII

UNIFORM INSPECTIONS

A There shall be no annual uniform inspection The duty officer or his designee shall carry out these inspections at roll call.



ARTICLE XXIII

POLICE SCHOOLS AND TRAINING

A Available opportunities for schools and training shall be posted.

B. Unit employees shall have the opportunity to apply to the Chief for the right to attend schools and training beyond the training normally assigned by the Department.

C. All unit employees shall have a reasonable opportunity to attend schools or training. That opportunity shall be distributed on an equitable basis.

D. The Chief shall have the reasonably exercised right to deny requests where attendance would hamper the manpower of the Department or result in the incurring of overtime costs. The Chief shall issue all denials in writing, specifying the reasons for such denial.

E. Additionally, training by qualified personnel may be conducted on site. The PSOA will be given the opportunity to recommend such programs to the Chief.

F. Employees attending police courses or other in-service training will be considered to be on a 33.6-hour week and shall be paid 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.

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

ARTICLE XXIV

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 needed 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 in compliance with the New Jersey State Inspection Laws.

C. 1. Employees shall be allowed to remove their coats while operating in motor vehicles, provided 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 (1) heavy duty handlight;
- 150 feet of heavy duty rope;
- one (1) serviceable first aid kit;
- one (1) fire extinguisher;
- one (1) oxygen inhalator;
- one (1) snare for animals;
- one (1) 360 degree light (revolving type) and electronic audio warning device to replace siren or to be used in conjunction therewith;
- night stick holder; plastic bags; disposable gloves; shovel;
- one (1) screen dividing the front and rear seats.

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

- one (1) heavy duty handlight;
- one (1) serviceable first aid kit;
- one (1) fire extinguisher;
- one (1) oxygen inhalator;
- one (1) portable 360 degree light;
- one (1). horn siren.

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

F. All other equipment benefits currently being enjoyed by the member, whether by statute, law, ordinance, resolution or precedent, shall continue to be in effect.

ARTICLE XXV

PROMOTIONS

A. In the event a vacancy is created in the Superior Officer rank of the Department, whether said vacancy be created as a result of retirement, death, discharge, dismissal or otherwise, any appointment filling such vacancy shall be in accordance with New Jersey Department of Personnel Regulations.

B. The Employer shall maintain at all times an active New Jersey Department of Personnel Eligibility List with respect to all ranks, excluding the Chief, from which provisional and/or permanent appointments will be provided in accordance with New Jersey Department of Personnel Rules and Regulations.

ARTICLE XXVI

MISCELLANEOUS

A. Appeal.

1. After disciplinary proceedings have been concluded, if the PSOA concludes that an employee has been unjustly convicted and/or penalized, it may appeal such judgment to arbitration as provided below, provided such is not cognizable by the New Jersey Department of Personnel. 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 contained shall be deemed to limit the rights of the employee provided by the Regulations promulgated by the New Jersey Department of Personnel, or other applicable laws.

3. The appeal provided by this Article is in addition to any appeal or other remedy provided by the Regulations promulgated by the New Jersey Department of Personnel or any other statute, rule or regulation.

B. Polygraph Test. The City shall not require a Superior Officer to take a polygraph test.

C. Termination of Employment. Upon termination of the employment of a member, regardless of the cause thereof, the City shall pay to the member all monies due him up to and including the effective termination date on or before the payday immediately following the effective termination date. This payment shall include, but not be limited to, compensation due for earned vacation time.

D. Identification Card. 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. Firefighter and Other Non-Police Duties.

1. No member shall be required to perform firefighter functions or duties.

2. No member 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 member 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: double lockers, chairs, tables, dressing room facilities.

G 1. Since all Superior Officers are presumed to be subject to duty twenty—four (24) hours per day, any action taken by a member of the PSOA on his time off, which has been taken by an officer on active duty if present or 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 City is party to the suit, the City shall provide an attorney, with the cost to be borne by the City

H Bulletin Board The City shall permit the installation of bulletin boards, at the expense of the PSOA, located in what is commonly referred to as the "ready room

I Assignments and Reporting Times Whenever assignments or reporting times are changed, Superior Officers shall be notified at least twenty—four (24) hours prior to the change whenever possible.

**ARTICLE XVII**

**OUTSIDE EMPLOYMENT**

A. The City agrees that an employee may obtain extra employment in another field during his free time, provided that said employment does not interfere with his present position. Any injury incurred on non-duty work will not be compensated for by the City except in accordance with Article IX, Section 1.2.

**ARTICLE XXVIII**

**MUTUAL AID**

A The City shall insure that an employee who is killed or injured in the line of duty, while rendering aid to a neighboring municipality, is fully covered by pension and insurance rights, as if said injury or death occurred out of an incident arising out of performance of duty within the City.

ARTICLE XXIX

EDUCATIONAL INCENTIVE

A. The City recognizes the need for the education advancement of its officers. 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 and one-half (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 officer, 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

D. Any officer, on or 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.

E. Any officer, on or after January 1, 1975, furthering his education in an accredited institution of higher learning, and is enrolled in a course which 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

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 right to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damage, 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 XXXI**

**SAFETY**

A The parties hereby agree to establish a health and safety committee. Said committee shall be comprised of an equal number of City and PSOA 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 XXXII**

**SEPARABILITY AND SAVINGS**

A. If any provision of this Agreement or an 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

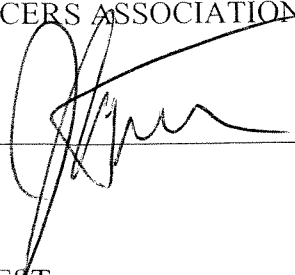
DURATION OF AGREEMENT


A This Agreement shall have a term from January 1, 2005 through December 31, 2007. If the parties have not executed a successor Agreement by December 31, 2007, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

B Negotiations for a successor Agreement shall be in accordance with the Rules of the Public Employment Relations Commission.

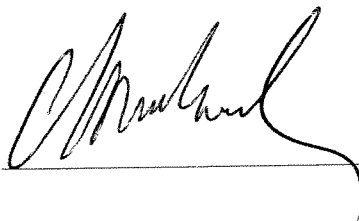
IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this day of \_\_\_\_\_, 2005.

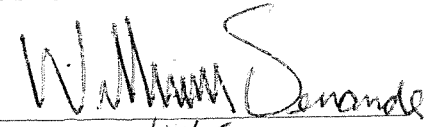
UNION CITY POLICE SUPERIOR  
JERSEY  
OFFICERS ASSOCIATION

By: 

ATTEST:  
  
6/21/05

CITY OF UNION CITY, NEW

By: 

ATTEST:  
  
6/24/05