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A G R E E M E N T

THE UNION COUNTY PARK COMMISSION

--and--

P.B.A. LOCAL 73 UNION COUNTY
PARK POLICE

Term: Jan 1, 1975 - Dec 31, 1976

Rose

TABLE OF CONTENTS

	<u>Page</u>
BEREAVEMENT, Article 11	24
BULLETIN BOARDS & UNION REPRESENTATIVE, Article 17.	33
DURATION OF AGREEMENT, Article 19	35
GRIEVANCE PROCEDURE, Article 4.	6
HOLIDAYS, Article 5	10
HOURS OF WORK, PREMIUM PAY & COMPENSATORY TIME OFF, Art.8.	17
INSURANCE, Article 16	30
JURY DUTY, Article 10	23
LEAVE OF ABSENCE (UNPAID), Article 15	28
LONGEVITY, Article 13	26
MANAGEMENT RIGHTS, Article 3	5
NO STRIKE - NO LOCKOUT, Article 2	4
PREMIUM PAY, Article 8.	17
PRIOR PRACTICES, Article 12	25
PURPOSE AND INTENT.	1
RECOGNITION AND RESPONSIBILITY, Article 1	2
SALARIES AND WAGES, Article 7	15
SEVERABILITY, Article 14.	27
SICK LEAVE, Article 9	21
STRIKE (NO) - NO LOCKOUT, Article 2	4
UNIFORMS, Article 18.	34
UNION REPRESENTATIVE, Article 7	33
UNPAID LEAVE OF ABSENCE, Article 15	28
VACATIONS, Article 6.	12
WAGES (AND SALARIES), Article 7	15

A G R E E M E N T

THIS AGREEMENT made this 20th day of May, 1975 by and between THE UNION COUNTY PARK COMMISSION, a public employer of the State of New Jersey (hereinafter referred to as "Commission"), and P.B.A. LOCAL 73 UNION COUNTY PARK POLICE (hereinafter referred to as "Union"), and its members who are employed by the Commission.

PURPOSE AND INTENT

The Commission and the Union desire to establish, maintain and regulate all standards of hours of work, rates of pay and all other terms and conditions of employment under which the employees of the Commission shall work.

ARTICLE 1

RECOGNITION AND RESPONSIBILITY

1.1 The Commission hereby recognizes the Union as the exclusive representative for collective negotiations pursuant to a Certification of Representative of the State of New Jersey, Public Employment Relations Commission, dated February 10, 1975 (Docket No. RO-936) for a bargaining unit of all patrolmen and sergeants employed by the Commission including detective patrolmen and detective sergeants but excluding the Chief of Police, captains, lieutenants, other non-uniformed police personnel, craftsmen, professional and supervisors within the meaning of the Act, and all other employees of the Park Commission.

1.2 Whenever the terms "employee" or "employees" are used hereinafter in this Agreement, such words shall be deemed to apply only to the employees of the Commission who are included within the bargaining unit above described.

1.3 An employee hired as a patrolman shall serve a minimum probationary period of one (1) year from the date of such employee's commencement of employment with the Commission. The Commission shall have the right to discharge a probationary employee during or at the end of an employee's probationary period with or without cause. The discharge of

a probationary employee shall not be subject to the grievance procedure of this Agreement.

ARTICLE 2

No Strike - No Lockout

2.1 The Union agrees that during the life of this Agreement, neither it nor its officers, representatives, delegates, agents, nor its members or any of them will call, sanction, encourage or engage in any strike, slowdown, sit-down, job action, work refusal, stay-away, or any other form of work stoppage. This provision shall not be construed as a waiver or relinquishment of any and all rights the Commission would have against the Union or its employees in the event of such activities.

2.2 The Commission agrees that during the life of this Agreement, it will not lock out any of the employees covered by the Agreement. This provision shall not be interpreted to prohibit the Commission from exercising its management right to cause a total or partial cessation of the work due to lack of work or other economic reasons.

ARTICLE 3

Management Rights

3.1 All rights, powers, prerogatives and authority possessed by the Commission prior to the effective date of this Agreement are retained exclusively by the Commission except only as expressly and specifically abrogated or limited by this Agreement.

ARTICLE 4

Grievance Procedure

4.1 The purpose of this Article is:

- (a) To provide opportunity for discussion of any request or complaint; and
- (b) To establish procedures to be followed for the processing and settlement of grievances as defined in this Article.

4.2 The term "grievance" as used in this Agreement is a request or complaint which has not been settled as a result of the discussions provided by Section 3(a) of this Article and which includes the interpretation or application of, or compliance with, the provisions of this Agreement.

4.3 There shall be three (3) steps for the processing of grievances:

(a) STEP 1:

Any employee who believes that he has a request or complaint, may discuss the request or complaint with a lieutenant or captain. A designated Union representative shall have the right to participate in all such discussions. Such requests or complaint shall be initiated within three (3)

calendar days after the occurrence of the alleged incident, event or circumstance which gave rise to the request or complaint involved. A decision may be given to the employee or a designated Union representative within three (3) calendar days after the request or complaint is initiated. If the lieutenant or captain fails to give his decision within three (3) calendar days as provided herein, the matter may be reduced to written grievance form as provided in STEP 2.

(b) STEP 2:

Should the employee be dissatisfied with the lieutenant or captain's disposition of such request or complaint in STEP 1 above, such matter may, within nine (9) calendar days after the occurrence of the alleged event or within three (3) calendar days after the receipt of the lieutenant's or captain's answer, whichever is sooner, be referred in writing in duplicate to STEP 2—namely, the employee, a designated Union representative and the Chief of the Union County Park Police, and such other persons as may be designated by the Commission. The written grievance shall be signed by the employee and/or a designated Union representative. Discussion shall

take place as promptly as practicable and the decision shall be given to the employee and a Union designated representative within five (5) calendar days from the date of referral to STEP 2.

(c) STEP 3:

Should the employee be dissatisfied with the Commission's disposition of the grievance in STEP 2, such matter may be referred to STEP 3—namely, the employee, a Union designated representative, the general superintendent and such other persons as may be designated by the Commission. The Commission's management representatives and the Union shall discuss the merits of the grievance and shall hold such meetings as they mutually agree upon. In the event the grievance is not satisfactorily answered within ten (10) calendar days after the date of the first such scheduled meeting of the parties, then the matter may be appealed by the Union to the Commissioners as hereinafter provided. If the Union does not notify the Commission in writing within thirty (30) calendar days after the date of the first such scheduled meeting of the parties provided herein in this STEP of the procedure of its desire to take an appeal to the Commissioners, the grievance shall be considered to be settled on the last decision rendered.

(d) COMMISSIONERS:

The Commissioners, or such committee of commissioners as the Commissioners may designate, shall set aside a reasonable period of time at its next regularly scheduled meeting after the submission of the written notification, or such other reasonable date as may be scheduled by the Commissioners or committee for the purpose of hearing the grievance. The Commissioners or committee of commissioners shall render a decision to the grievant within fifteen (15) days of such meeting unless it shall appear that additional information or testimony is desired in which event a decision need not be rendered until fifteen (15) days after the receipt of such additional information or testimony.

4.4 Time limits herein provided may be extended by the express mutual agreement of the Union and the Commission. However, unless such time limits are so extended, the Union and/or employee shall be absolutely precluded from proceeding further with any such complaint or grievance.

ARTICLE 5

Holidays

5.1 The following days shall be considered holidays for the duration of this Agreement:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1st
Lincoln's Birthday	February 12th
Washington's Birthday	Third Monday in February
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	Fourth Monday in October
Election Day	1st Tues. after 1st Mon. in Nov.
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25th

5.2 All employees who have been employed for at least ninety (90) days shall be entitled either to a day off with pay on the date set forth above for such holiday or shall, at the option of the Commission, work such scheduled holiday and receive another designated day off with pay as scheduled by the Commission.

5.3 A holiday falling during an employee's vacation shall be treated as a holiday and not charged against the employee's vacation time.

5.4 In addition to those holidays specified in Section 5.1, all employees shall be entitled to two (2) paid personal days off during each calendar year. An employee, who is entitled to such personal days off, shall make written request at least two (2) weeks prior to the time to the Commission for the days during which such personal days off are to be taken, provided however, that in the event of an emergency the Chief may, in his sole discretion, allow an employee to take personal days off with less than two (2) weeks notice. No employee shall be entitled to take such personal days off other than as scheduled by the Commission. There shall be no accumulation of personal days off.

ARTICLE 6

Vacations

6.1 Employees who have fulfilled the eligibility requirements for vacation hereinafter set forth in this Article, shall receive a vacation with pay as follows:

(a) Those continuously employed for at least one (1) year but less than ten (10) years, shall receive twelve (12) working days vacation.

(b) Those continuously employed for at least ten (10) years but less than twenty (20) years, shall receive sixteen (16) working days vacation.

(c) Those continuously employed for at least twenty (20) years shall receive twenty (20) working days vacation.

6.2 Vacation pay shall be on the basis of the employee's current straight-time rate as of the date upon which his vacation is taken. Pay for vacation shall be calculated on the basis of eight (8) hours for each vacation day and forty (40) hours for each vacation week.

6.3 Vacations shall be taken within the year after such vacations have been earned except that an employee shall be permitted to accumulate up to five (5) days' vacation to be taken the following year. At least once a year, the Commission

shall post a list of the amount of vacation entitlement which each employee has earned. At the same time, the Commission shall post a schedule for the days wherein each employee requests vacation. This schedule shall remain posted for at least two (2) weeks and all employees shall place their names and signify the dates wherein such employee desires to take his vacation. The Commission shall have the absolute right to limit the number of employees within each classification who shall be permitted to take their vacation during any given week. In the event that more employees request vacation than the Commission shall permit during any given period, then bargaining unit seniority within the employee's classification shall prevail. No employee shall be entitled to take more than ten (10) working days vacation consecutively within two (2) months of the first or last day of the vacation requested.

6.4 An employee who is entitled to vacation pursuant to this Article may receive vacation pay in advance of taking his vacation provided that such employee makes written request for advance payment at least two (2) weeks prior to the time during which such vacation is to be taken.

6.5 Employees who resign without having given at least two (2) weeks' notice of such resignation, shall forfeit any right to vacations or vacation pay, but any employee who shall be laid off due to lack of work, or who dies on the

active payroll at the time of his death, or who resigns having given at least two (2) weeks' prior written notice of such resignation, shall be entitled to receive vacation pay prorated to the portion of the year in which he was eligible for vacation.

ARTICLE 7

Salaries and Wages

7.1 (a) Effective January 1, 1975, the regular base annual rate for each applicable job classification shall be as follows:

<u>Classification</u>	<u>Rate</u>
Sergeant Detective	\$14,125.00
Sergeant	13,925.00
Patrolman Detective	13,250.00
Patrolman 1st Class	12,850.00
Patrolman 2nd Class	12,500.00
Patrolman 3rd Class	12,150.00
Patrolman 4th Class	11,850.00
Probationary Patrolman	11,325.00

(b) Effective January 1, 1976 and for the duration of this Agreement, the regular base annual rate for each applicable job classification shall be as follows:

<u>Classification</u>	<u>Rate</u>
Sergeant Detective	\$15,450.00
Sergeant	15,050.00
Patrolman Detective	14,250.00
Patrolman 1st Class	13,850.00
Patrolman 2nd Class	13,350.00
Patrolman 3rd Class	12,950.00
Patrolman 4th Class	12,650.00
Probationary Patrolman	12,000.00

7.2 Any employee hired as a patrolman shall be paid the applicable rate for probationary patrolmen for one (1) year from the date of his employment. Upon successful completion

of the employee's probationary period, such employee shall be promoted to Patrolman 4th Class. Thereafter, upon each successful year of employment and upon the favorable recommendation of the Chief and approval by the Commission, a patrolman shall be promoted until he reaches the rank of Patrolman 1st Class. Thereafter, promotion shall be based upon an employee's ability, qualifications and experience as determined by the Commission.

ARTICLE 8

Hours of Work, Premium Pay and Compensatory Time Off

8.1 The work week for all bargaining unit employees shall consist of five (5) consecutive days of eight (8) hours each as scheduled by the Commission during any seven (7) day period. A work day shall consist of eight (8) hours of work which are to be continuous. Employees shall be entitled to a paid lunch period as scheduled by the Commission, which lunch period shall not exceed a twenty (20) minute period during the employee's eight (8) hour shift. Employees, during such paid lunch period, shall be subject to call. No employee who has been continuously employed by the Commission for fifteen (15) years or more shall be required to work a shift which ends after 12:00 p.m. or commences prior to 8:00 a.m., except in the event of an emergency or for a sergeant who is on call.

8.2 Employees shall be entitled to two (2) consecutive days off during each seven (7) day period, provided however, that the Commission shall have the right to require employees to work on such days.

8.3 Employees shall be required to work such overtime as may be scheduled by the Commission. Effective the last day of the month following the execution of this Agreement, any employee who is scheduled to work and who actually

does work in excess of forty (40) hours in any work week, shall receive additional compensation for each such hour worked at the employee's straight-time hourly rate.

Effective January 1, 1976 any employee who is scheduled to work and who actually does work in excess of forty (40) hours in any work week shall receive additional compensation for each such hour worked at the employee's straight-time hourly rate, provided however, that where each such additional hour worked is for time spent on special recreational activities, such additional compensation shall be at one and one-half (1-1/2) times the employee's straight-time hourly rate. For the purposes of this provision, "special recreational activities" shall be defined as follows: Overtime hours worked involving special programs such as rock concerts, horse shows, cross-country, field hockey and winter sports; but excluding WISC (Warinanco Ice Skating Center), other than when special programs are conducted, and excluding all other overtime.

8.4 For purposes of this Article, "straight-time hourly rate" shall be defined as the hourly rate of pay as calculated by dividing the employee's annual salary, exclusive of any longevity or other compensation, by 2,080.

8.5 An employee shall not be entitled to receive overtime compensation unless such overtime has been scheduled and authorized by the Chief or such other officers as the Chief

may designate or the General Superintendent prior to such overtime being worked.

8.6 Except as otherwise provided in Article 8.2, hours worked shall include desk duty, extra patrols, recreational activities, in-service training, tact force, narcotics' strike force, mutual defense, court or administrative appearances and such other work as may be assigned by the Chief or General Superintendent. Hours spent in basic training shall not be counted as hours worked unless the probationary patrolman is also scheduled to work at the Commission while also attending basic training. In such cases, time spent in actual attendance at basic training shall be counted as hours worked. Employees shall maintain accurate records of their hours worked. Where employees are scheduled to appear in court or other administrative proceeding, they shall be required to have the Court Clerk, prosecuting attorney, or other appropriate court or administrative personnel acknowledge the time wherein the employee arrived and left the Court or administrative proceeding.

8.7 If an employee shall be recalled for work at any time outside of his regular working hours or on any day when he would normally be off duty, he shall receive at least two (2) hours' pay at the applicable rate. An employee shall not be entitled to receive call-in compensation unless authorized by the Chief or such other officers as the Chief may designate or the General Superintendent.

8.8 Effective the last day of the month following the execution of this Agreement, an employee who has accumulated compensatory time off prior to such date shall be entitled to take forty percent (40%) of such accumulated compensatory time off in lieu of all compensatory time off accumulated, provided however, that no employee shall take such compensatory time off unless he has first made written request to his immediate supervisor and to the personnel director; and provided further that the Commission shall have the exclusive right to schedule when such compensatory time off shall be taken and to limit the amount of compensatory time off taken at any one time.

8.9 For the purposes of this Article, the following paid absences shall be considered as time worked for the purpose of computing overtime: holidays, vacations, and sick leave.

ARTICLE 9

Sick Leave

9.1 Full-time permanent employees shall be entitled to sick leave as follows:

(a) An employee shall be entitled to one (1) day sick leave for each month of employment until he has successfully completed his probationary period.

(b) Thereafter, upon the completion of each successive year of employment, an employee shall be entitled to receive an additional fifteen (15) days sick leave.

9.2 Sick leave shall be cumulative from year to year but no employee shall be entitled to receive remuneration in lieu of sick leave.

9.3 To be eligible for benefits under this Article, an employee who is absent due to illness must notify the desk officer in charge at least two (2) hours before the commencement of his scheduled work shift, provided however, that in the event of an emergency, the Chief may, in his sole discretion, accept less than two (2) hours' notice. Where, in the opinion of the Commission, an employee has abused sick leave, the Commission may require proof of illness in such form as the Commission may, in its discretion, deem necessary to verify the

employee's illness. Where an employee is absent for three (3) or more consecutive working days, he shall submit a physician's report to the Chief.

9.4 An employee on sick leave may be required to submit to an examination by a physician designated by the Commission. Such examination shall be at the expense of the Commission.

ARTICLE 10

Jury Duty

10.1 If a bargaining unit employee is involuntarily summoned for jury service, he shall promptly notify the Chief and supply him with a copy of the subpoena or other notice. The employee shall cooperate with the Chief in obtaining exemption from jury service.

ARTICLE 11

Bereavement

11.1 Bargaining unit employees shall be permitted time off without loss of regular pay for a period not to exceed three (3) consecutive working days to attend the funeral of a person in the employee's immediate family. Immediate family shall be limited to father, mother, husband, wife, child, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, or any relative who had permanently resided in such employee's household. Sufficient proof of death such as an obituary notice must be furnished upon request.

ARTICLE 12

Prior Practices

12.1 This Agreement contains all the terms and conditions of employment between the Commission and the members of the bargaining unit represented by the Union. All present, previous, or past practices between the Commission and the employees covered by this Agreement are expressly incorporated within the terms and conditions of this Agreement. Any previous or past practice not so expressly incorporated herein shall be waived and shall otherwise be void and a nullity.

ARTICLE 13

Longevity

13.1 The longevity plan currently in existence shall be continued for the duration of this contract for those bargaining unit employees who were employed as of June 30, 1973. The longevity plan shall not be applicable to new hires after June 30, 1973.

ARTICLE 14

Severability

14.1 In the event any Federal or State law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

ARTICLE 15

Unpaid Leave of Absence

15.1 Any bargaining unit employee may apply for a leave of absence without pay or other remuneration provided the employee shall make application in writing for such leave to the Chief and the Personnel Director at least two (2) weeks prior to the date such leave is requested.

15.2 The Commission may, in its sole discretion, grant the employee a leave of absence without pay or other remuneration subject to the following conditions and exceptions:

(a) An employee who takes employment elsewhere during an approved leave of absence shall be considered as having voluntarily resigned.

(b) If an employee fails to report for work within one (1) working day of the expiration of an authorized leave of absence and does not give a satisfactory explanation for not returning, he shall be considered as having voluntarily resigned.

(c) An employee who shall be required to attend military encampment or who shall be called for National Guard duty shall be entitled to a leave of absence in accordance with applicable law.

(d) Whenever a bargaining unit employee shall become pregnant, she shall furnish the Commission with a certificate from her physician and a physician designated by the Commission within at least six (6) months from the date of her pregnancy. Maternity leave will be granted for a period not to exceed ninety (90) days prior to her date of delivery and thirty (30) days after her delivery. In the event the employee's physician and the physician designated by the Commission disagree as to the physical or mental capacity of such employee to continue working, both physicians shall designate a third physician to make a final determination as to such employee's capacity to work.

15.3 In the event an unusual emergency arises which might prevent the employee from making written request for a leave of absence or which might prevent an employee on leave from returning at the end of a leave of absence, such employee may apply for a leave of absence or an extension to a leave of absence, which leave may be granted in the sole discretion of the Commission.

ARTICLE 16

Insurance

16.1 Subject to the provisions below stated, the Commission agrees to provide the following insurance for the benefit of full-time bargaining unit employees:

(a) The Commission shall pay the entire prevailing premium for the Hospital Service Plan of New Jersey (Blue Cross), the Medical-Surgical Plan of New Jersey (Blue Shield), and Rider J and Major Medical coverage for the employee and his family.

(b) All employees shall enroll in the State Police and Firemen's Retirement System as provided by law. The premium for enrollment in the State Police and Firemen's Retirement System shall be in accordance with the laws of the State of New Jersey.

(c) Effective the first day of the month next following the execution of this agreement, the Commission shall pay the entire prevailing premium for Personal Injury Liability Insurance (commonly referred to as "False Arrest Insurance") for the employee, to be placed with Crum & Forster Insurance Companies, Police No. GLA 51-02-64, or its equivalent.

(d) The Commission shall pay the entire prevailing premium for comprehensive General Liability Insurance for the employee placed with Crum & Forster Insurance Companies, Policy No. GLA 51-02-64, or its equivalent.

16.2 All such insurance shall be subject to the particular terms, conditions and provisions of the applicable contracts and policies of insurance. There shall be no responsibility or obligation whatsoever of the Commission in connection with such contracts or policies of insurance excepting only the undertaking to pay such premiums or charges for such coverage as provided in this Agreement.

16.3 The obligation of the Commission to pay such premiums for the purpose of maintaining the benefits provided by said contracts shall be subject at all times to the following terms and conditions:

(a) The employee shall make written application to Blue Cross, Blue Shield, Rider J, Major Medical or other insurance company as the case may be, on forms provided to them by the Commission at the time of employment, shall deliver to the Commission such completed applications, duly executed, and shall furnish to the Commission, in writing, all such detailed information as may, from time to time, be required by Blue Cross,

Blue Shield, Rider J, Major Medical, or other insurance company as the case may be.

(b) In case of any change in the marital or family status of the employee pertinent to the benefits or kind of coverage of Blue Cross, Blue Shield, Rider J, Major Medical, or other insurance company, or the rate of the premiums or charges applicable thereunder, the employee shall immediately furnish the Commission with complete detailed information regarding the matter.

(c) The Commission shall not be liable or responsible for any error or delay of Blue Cross, Blue Shield, Rider J, Major Medical, or other insurance company, or any of them.

(d) The Commission, in every instance, shall have two (2) weeks from the date of receipt of written applications (pursuant to subparagraph (a) above) or of a written notification, pursuant to subparagraph (b) above, within which to transmit to Blue Cross, Blue Shield, Rider J, Major Medical, or other insurance company the pertinent information received by the Commission from the employee.

ARTICLE 17

Bulletin Boards and Union Representative

17.1 The Commission shall provide space on existing Bulletin Boards for use of the Union in posting notices restricted to the following types:

- (a) Notices of recreational and social affairs;
- (b) Notices of election, appointments and results of elections;
- (c) Notices of Union meetings;
- (d) Other notices concerning Union affairs which are not political or controversial in nature.

Copies of all such notices, before they are posted, shall be submitted to the Chief of the Commission for approval, which approval shall not be unreasonably withheld.

17.2 One state delegate and two alternate delegates shall be granted a maximum of four (4) days off without loss of pay to attend the annual State P.B.A. Convention.

17.3 The work schedule of one (1) state delegate shall be adjusted to permit his attendance at not more than one (1) State PBA meeting per month without loss of pay. The Union shall notify the Chief in writing at least five (5) working days in advance of such meetings so that the employee's work schedule may be adjusted if necessary.

ARTICLE 18

Uniforms

18.1 The Commission shall provide probationary patrolmen with at least one (1) cadet uniform as approved by the Commission. Upon successful completion of Basic Training School, the probationary patrolmen shall be provided with at least one (1) complete uniform and appropriate equipment as approved by the Commission. Uniforms shall be replaced as the Commission deems necessary. Employees shall launder and maintain such uniforms in a neat and presentable appearance. Employees shall receive a uniform allowance of One Hundred and Fifty (\$150.00) Dollars per year for such laundry and maintenance which shall be paid to all employees at least once a year to all employees who are on the payroll as of the date such payment is made.

18.2 In addition to the aforesaid clothing allowance, Sergeant Detectives and Patrolman Detectives shall receive an additional uniform allowance of One Hundred (\$100.00) Dollars per year for the purchase and maintenance of appropriate clothing as designated by the Chief.

ARTICLE 19

Duration of Agreement

19.1 This Agreement shall be in effect from January 1, 1975 through December 31, 1976. It shall automatically renew itself from year to year thereafter provided, however, that either party may give written notice to the other not less than sixty (60) days prior to the anniversary date of this Agreement of a desire to make changes therein or to terminate this Agreement.

THE UNION COUNTY PARK COMMISSION

By George T. Cron
George T. Cron

P.B.A. LOCAL 73 UNION COUNTY PARK
POLICE

William H. Young
Arthur J. Kelly
Richard Mann
Lawrence A. Whipple, Jr.

11