

THIS BOOK DOES NOT CIRCULATE

1975

THIS AGREEMENT made this 28th day of July, 1975,
 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 parties hereto did heretofore on October 1, 1971, enter into a certain contract; and

WHEREAS on April 12, 1972 the parties entered into a modification of said first mentioned contract; and

WHEREAS on June 13, 1973, the parties entered into a further modification of both of the aforementioned contracts; and

WHEREAS negotiations have been undertaken between the parties hereto for the purpose of formulating the 1975-1976 contract; and

WHEREAS during the course of said negotiations the parties concluded their agreement to a contract for the years 1975 and 1976 as hereinafter set forth; and

WHEREAS as a result thereof certain provisions of the aforesaid 1971, 1972 and 1973 contracts and modifications are by mutual agreement now to be further amended.

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the parties hereto do agree that the aforementioned contracts of October 1, 1971, April 12, 1972 and June 13, 1973, be and the same are hereby amended as follows:

1. Article II entitled HOLIDAYS, shall be amended to read as follows:

ARTICLE II: HOLIDAYS

A. The members of the Police Department shall be entitled to twelve (12) paid holidays for the year 1975 and for the year 1976.

B. Pay for the aforesaid holidays shall be delivered to each member of the Police Department on the first day of December, 1975, and on the first day of December, 1976.

C. Except as otherwise herein provided for members retiring after twenty-five (25) years of service, said twelve (12) paid holidays shall be apportioned at the rate of one per month in the instance of personnel retiring, resigning, or otherwise terminating their service with the Department.

D. 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.

2. Article III entitled Uniform Allowance be and the same is hereby amended to read as follows:

ARTICLE III. UNIFORM ALLOWANCE

A. The uniform allowance for the year 1975 shall be \$300.00 payable in cash in one lump sum not later than September 1, 1975. The uniform allowance for the year 1976 shall be the sum of \$350.00 payable in cash in one lump sum not later than May 1, 1976.

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.

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, one ball-point pen per month. All of the foregoing shall be replaced when necessary.

E. All of the other provisions under the heading "Clothing Allowance", changed by this contract to read "UNIFORM ALLOWANCE", not contained in this contract but contained in either or any of the aforementioned three contracts, not inconsistent herewith, shall continue to be considered as part of this contract.

3. The provisions of Article IV of the aforesaid 1971 contract as the same may have been thereafter amended by the 1972 and the 1973 contract are further amended to provide as follows:

A. The \$25.00 deductible provision in the dental plan insurance shall be deleted effective September 1, 1975.

B. Paragraph C pertaining to continuance of insurance at the expense of the Township is amended for the purpose of providing that such insurance will be continued at the expense of the Township as provided in the aforesaid three contracts in the instance of members of the Department retiring after twenty-five (25) years of active service with the Department. All other provisions of said Paragraph C shall remain in full force and effect other than the effective date thereof, which, for the purpose of this 1975 contract, is July 1, 1975. It is understood between the parties hereto that early retirement for disability, other than that incurred in the line of duty or by resignation, shall not entitle such retiring member 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 group if said member desires to contribute the cost of his individual continuance in the program.

C. In the event of the death of a member of the Department, the Township agrees to continue hospitalization including major medical insurance of the benefit of the family of such deceased member of the Department until the end of the calendar year of his death.

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

E. Automobile Liability Insurance. The Township will provide adequate automobile liability insurance covering all vehicles used by the Department as heretofore.

F. 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 governing body of the municipality shall provide said member or officer with necessary means 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.

ARTICLE V. HOURS OF WORK, OVERTIME, AND SENIORITY be and the same is hereby amended as follows:

A. Hours of Work

The existing provision contained in the Contract dated June 13, 1973, under the heading Article V A-3 is hereby re-adopted, except for the following changes:

1. The work schedule ~~xxx~~ shall be posted on a fourteen (14) day cycle.
2. No shift will begin between the hours of 0200 and 0600 except in the event of an emergency.

B. Article V B overtime contained in a certain contract between the parties hereto dated October 1, 1971, be and the same is hereby re-adopted with the following changes:

1. 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 ~~the shift commander~~ 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.

2. 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 and the prior contracts and the member failing to report may be dealt with in a disciplinary fashion by action recommended by the Chief of Police.

C. Seniority: Seniority, for the purpose of this contract is defined to mean the accumulated length of continuous service with the 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.

D. Nothing herein contained is intended to in any way vitiate any provisions pertaining to seniority existing in any of the three other contracts presently in existence between the parties hereto.

ARTICLE VI. VACATIONS, be and the same is hereby amended as follows:

A. Vacations for members of the Department for the years 1973 and 1976 shall be as set forth herein on Schedule "A" attached hereto.

F. Except as otherwise herein provided with reference to the retirement, resignation or death of members after twenty-five (25) years of service, members retiring, resigning, dying or otherwise terminating their employment prior to twenty-five (25) years of service shall only receive the proportionate value of the vacation earned in the year of retirement.

G. Upon the death or retirement in good standing of any permanent member of the Township Police Department, he or his estate shall be paid the full amount of any vacation pay accrued but unpaid at the time of such death or retirement and in the event that the vacation credit shall in any wise be calculated in terms of days off, such payment shall be based upon the salary of such member at the time of death or retirement.

H. Vacations, in the discretion of the Chief may accumulate for a period not to exceed two (2) years.

ARTICLE VII. LEAVE OF ABSENCE AND SICK LEAVE, be and the same is hereby amended as follows:

1. A new Section G. is added reading as follows:
Members of the Department shall be entitled to Military and National Guard leave in accordance with the Statute in such case made and provided.

ARTICLE VIII. ECONOMIC BENEFITS OTHER THAN SALARY,
be and the same is hereby amended as follows:

B. Insurance

3. The Township will provide adequate automobile liability insurance covering all vehicles owned and used by the Department and vehicles owned by individual members thereof while being used under direct orders of the Chief or his regularly constituted designee for the use of the Department.

F. Reimbursement for Expenses

1. Rates

a. Reimbursement for meals shall be at the rate of \$2.50 per meal.

b. Mileage. The mileage allowance shall be at the rate of fifteen cents (\$.15) per mile.

ARTICLE IX. COMPENSATION, be and the same is hereby amended as follows:

A. The salary scale for the years 1975 and 1976 shall be set forth on Schedule "B" attached hereto.

ARTICLE X. GRIEVANCE PROCEDURE, be and the same is hereby amended as follows:

A. Grievance Committee: Five members of the PBA selected by the PBA shall constitute its Grievance Committee. These men shall be granted leave from duty with pay to attend meetings between the Committee and the Chief of the Department and between the Committee and the member of the Township Committee for the purpose of processing grievances. The names of the members of the Grievance Committee shall be filed with the Chief of the Department within 48 hours after their appointment.

B. The procedure for adjusting grievances shall provide the employee with full opportunity of presentation of his grievance and for the participation of the PBA representatives. Should a dispute arise between the Township, the PBA and any member employee as to the meaning, application or operation of any provision of this agreement, such dispute or difference shall be presented by any one of the parties within no more than ten days from the time the dispute or difference arose, and settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent changed or waived, in part or entirely, shall be as follows:

Step 1: Grievance shall initially be settled, if possible, internally, between the grievant and his superior officer and if they fail to reach an agreement within five (5) days the grievant shall forthwith furnish a written statement of the grievance to the Chief of the Department and the Chief is authorized to endeavor to settle the grievance at that level, disposition by the Chief must be accomplished within five (5) working days.

Step 2: If the matter of the grievance cannot be settled internally, then the record of the grievance should be furnished to the member of the Township Committee to whom the responsibility of the Police Department has been delegated and he shall endeavor, upon proper hearing, to settle the grievance.

If the subject matter of the grievance cannot be settled by the
aforesaid member of the Township Committee within ~~XXXXXXXXXX~~
five (5)
working days after which Step 3 may, at the election of the
grievant, be invoked.

Step 3. In the event the member of the Township
Committee to whom the responsibility of the Police Department
has been delegated and the PBA and the grievant are unable to
settle a dispute in Step 2 above, the PBA may present such griev-
ance in writing within seven (7) days thereafter to the New Jersey
Public Employment Relations Commission for arbitration, who shall
decide the dispute and whose decision shall be final and binding;
provided, however, the aggrieved employee shall have the option
of appealing the dispute in the manner set forth in this Step 3
or of appealing to the Department of Civil Service and in exercis-
ing either option he automatically waives his right of appeal under
the option.

C. It is the intent herein to repeal all prior pro-
visions pertaining to "Grievance Procedure" contained in any of
the three prior contracts and the resolution previously adopted
by the Township Committee first establishing a grievance procedure.

ARTICLE XI. ASSOCIATION RIGHTS AND PRIVILEGES, be
and supplemented
and the same is hereby amended/as follows:

C. The Township and Police Department facilities shall not be available to the PBA other than the use of the photocopying machine which is available for photocopying purposes, provided the PBA reimburses the Township at the usual Township rate charged for such photocopies.

(a) Whenever a member of the Department is placed on stand-by during off-duty hours, he shall be compensated for a minimum of two (2) hours pay at the rate of one-half of his regularly hourly rate of pay.

(b) If at any time in the future the Legislature of the State of New Jersey adopts a Statute providing and authorizing an Agency Shop, members of the Department not then members of the PBA shall pay monthly dues to the PBA as do the regular members of the PBA who are represented by the PBA.

ARTICLE XII. MISCELLANEOUS, be and the same is hereby amended as follows:

D. Files on Personnel

- a. One master personal file will be maintained on each member of the Department.
- b. Each member of the Department will be evaluated by his immediate superior and/or superiors at least once a year.
- c. Prior to the entry being made in the personal file of any member, such member shall be notified of the proposed entry.
- d. The contents of the personal file shall be confidential. However, on the anniversary date of the appointment of each member of the Department, each such member shall be entitled to personally review the contents of his personal file.
- e. In the event charges are preferred against a member of the Department such member or his counsel or, at the appointment of the member, a representative of the PBA may have access to the contents of the file of the member against whom charges are pending in order that said member may properly prepare his defense to such charges.

ARTICLE XVI. FURTHER MISCELLANEOUS PROVISIONS, be and the same is hereby amended as follows:

B. New Sections shall be added to the aforementioned Article which shall read as follows:

13. Notwithstanding that this contract expires on December 31, 1976, all of the terms, conditions and provisions herein shall continue in full force and effect until the execution of a new contract.

14. The parties hereto agree that negotiations toward a 1977 contract shall commence not later than July 1, 1976. If no agreement is reached in accordance with the provisions of Chapter 123 of the Public Laws of 1974, then and in that event the matter will be submitted to the New Jersey Public Employment Relations Commission.

15. Neither the Township nor the PBA shall discriminate against any member because of PBA membership or non-membership, race, creed, color, age, sex or national origin.

16. This contract may be modified or amended at any time prior to the expiration hereby by mutual consent of the parties hereto.

17. Such members of the Association selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as authorized by the Statute in such case made and provided shall be granted the necessary time off from duty with pay for the purpose of attending such convention provided that the Secretary of the Association having the Convention or such other person in charge of the Convention certifies as to the attendance of said member or members of said Local #69 at said Convention.

18. Subject to the approval of the Chief the delegate to the New Jersey Policemen's Benevolent Association may be authorized time off with pay to attend meetings of the State Association. The President of Local #69 shall likewise, subject to the approval of the Chief, be granted time off without loss of pay to attend meetings of said Local Association.

19. The President and State delegate of said Local #69 shall be granted time off without loss of pay to attend funerals of police officers killed in line of duty, as representatives of Local 69.

20. Upon the retirement, resignation, death or other termination of service of a member of the Department after twenty-five (25) years service, he will be entitled to the following:

a. Money value of such vacation as may have been earned by him in the year prior to his retirement not taken by him and the money value of the full term of vacation to which he would be entitled in the year of retirement, resignation or death.

b. The money value of 12 holidays based upon the formula heretofore established by ordinance for the full 12 holidays regardless of the time of the year in which the retirement becomes effective.

c. Full uniform allowance for the year of retirement.

d. The money value of the unused sick leave days based upon the salary in the year of the retirement in accordance with the "Retirement Incentive Bonus Ordinance."

e. Salary to date of retirement.

21. Any member of the Department resigning, retiring or dying or otherwise terminating his service with the Department prior to twenty-five years of service will be entitled to the following:

a. Money value of such vacation as may have been earned by him in the year prior to his retirement not taken by him and the money value of that part of the vacation earned by him in the year of his retirement.

b. The money value of such holidays as may have antedated the date of the retirement being apportioned at the rate of one holiday per month of actual service.

c. Such uniform allowance as may be authorized under this contract depending upon date of retirement.

d. The money value of the unused sick leave days based upon the salary in the year of the retirement in accordance with the "Retirement Incentive Bonus Ordinance."

e. Salary to date of retirement, resignation, death or other termination of service with the Department.

22. It is agreed by and between the parties hereto and the members of the PBA that upon mutual agreement that any individual member may commence and end any shift pertaining to any such individual member between various time periods that do not coincide with the shift time provided for hereinabove in this contract; it being understood that this provision is not in any way to be intended if repealed or making null and void such shift provisions contained in this and the other three contracts existing between the parties hereto, but is intended to only be used by mutual agreement between the Department and an individual member thereof.

ARTICLE XVII. PBA NEGOTIATING COMMITTEE

The following constitutes a new Article in this 1975 contract:

There shall be not more than five (5) members of the PBA Negotiating Committee. These members shall be granted leave from duty with full pay for all meetings between the Township and the PBA for the purpose of negotiating an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. The names of the members of the Negotiating Committee shall be furnished to the Chief of the Department within 48 hours after their appointment.

ARTICLE XVIII. TERM OF CONTRACT

The following constitutes a new Article in this 1975 contract:

This contract is for a period of two (2) years, retro-active to January 1, 1975, except as otherwise herein set forth, provided, however, that all of the terms and provisions hereof shall continue in full force and effect until the execution of a new contract.


Notwithstanding that this contract is retro-active to January 1, 1975, the parties recognize that the mechanical difficulties of calculating the backpay and of the adoption of the necessary salary ordinance require a time lag whereby such back-pay will be paid not later than September 1, 1975.


ARTICLE IX. Article IX, Paragraph B 2. of the contract between the parties hereto dated October 1, 1971 is amended to provide that such longevity as may be due any member will accrue and be paid on the current salary of each member on the first pay period after the anniversary date of the appointment of such member if, as and when such longevity payment becomes due to such member reason of his then length of service.

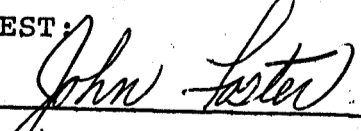
Supplemental to the three ^{heretofore} ~~or four~~ mentioned Contracts is the following paragraph:

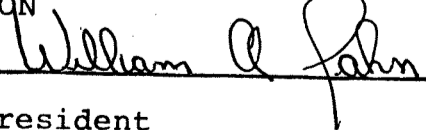
The parties hereto do agree that the Superior Officers Association have petitioned the Public Employment Relations Commission to be desegregated from the PBA and to have its own bargaining agent. In the event said "PERC" determines to authorize a separate bargaining agent for the superior members of the Police Department of the Township of Union, then and in that event, the parties hereto do agree that the salary schedule herein set forth, insofar as it pertains to said Superior Officers shall be terminated and subject to renegotiation between the bargaining agent of said Superior Officers Association and of the Township of Union.

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

ATTEST:

MARY F. LIOTTA, Township Clerk

TOWNSHIP OF UNION IN THE COUNTY OF UNION
By: 
ANTHONY E. RUSSO, Vice-Chairman of the Township Committee of the Township of Union in the County of Union.

ATTEST:

Secretary

LOCAL 69, PATROLMEN'S BENEVOLENT ASSOCIATION OF THE TOWNSHIP OF UNION
By: 
VICE President

SCHEDULE A

VACATION SCHEDULE

1 - 4 years	10 working days
Beginning 5th year - 9 years	15 working days
Beginning 10th year - 14 years	20 working days
Beginning 15th year - 19 years	25 working days
Beginning 20th year - 24 years	30 working days
Beginning 25th year and thereafter	35 working days

SCHEDULE "B"

	<u>1975</u>	<u>1976</u>
Deputy Police Chief	19,950.00	21,340.00
Deputy Police Chief (Assigned as Detective)	20,200.00	21,590.00
Police Captain	18,640.00	20,030.00
Police Captain (Assigned as Detective)	18,890.00	20,180.00
Police Lieutenant	17,350.00	18,650.00
Police Lieutenant (Assigned as Detective)	17,600.00	18,900.00
Police Sargeant	16,050.00	17,260.00
Police Sargeant (Assigned as Detective)	16,300.00	17,510.00
Patrolman (Assigned as Detective)	14,300.00	15,400.00

SCHEDULE "B-1"

	1975 Appointed		1976 Appointed	
	Previous to <u>1/1/75</u>	Subsequent to <u>12/31/74</u>	Previous to <u>1/1/75</u>	Subsequent to <u>12/31/74</u>
Patrolman 1st Class	13,600.00	13,600.00	14,620.00	14,620.00
Patrolman 2nd Class	13,400.00	12,825.00	14,420.00	13,790.00
Patrolman 3rd Class	13,200.00	12,050.00	14,220.00	12,960.00
Patrolman 4th Class	13,000.00	11,275.00		12,130.00
Patrolman 5th Class	10,500.00	10,500.00		11,290.00