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09-10

A G R E E M E N T

Between

THE MAYOR AND THE BOARD OF COMMISSIONERS
OF THE CITY OF UNION CITY

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

UNION CITY LOCAL NUMBER 8

May, 1975

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Labor Relations

RUTGERS UNIVERSITY

A G R E E M E N T

THIS AGREEMENT made this day of , 1975
between the Mayor and the Board of Commissioners of the City
of Union City, hereinafter referred to as the "City" or
"Employer", and New Jersey State Policemen's Benevolent
Association, Union City Local Number 8, hereinafter referred
to as the "PBA."

W I T N E S S E T H:

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 premises and
mutual agreements herein contained, the parties hereto agree
with each other in respect to the employees of the Employer
recognized as being represented by the PBA as follows:

ARTICLE I

RECOGNITION:

The City hereby recognized the aforementioned PBA as
the exclusive representative for all its Patrolmen in its
Police Department in Union City, New Jersey, but excluding
superior officers and all other employees. Patrolmen, as
used herein, shall mean all male and female police officers

below the rank of sergeant, including Patrolmen, Patrolwomen and Detectives.

The employer hereby recognized the aforementioned PBA as the exclusive collective negotiating agent for all Patrolmen, Detectives and Policewomen of the Police Department of the City of Union City, New Jersey, but excluding the Police Chief, Deputy Chief, and all other parties classified as Supervisory Personnel by the Public Employment Relations Commission.

ARTICLE II

DEFINITIONS:

- A. "PBA" means the Union City Policemen's Benevolent Association Local #8.
- B. "Service or Length of Service" means service with the Police Department of the City of Union City.
- C. "Department" means Union City Police Department.
- D. "Employer" means the City of Union City.
- E. "Chief" means the Chief of Police.
- F. "Immediate Supervisor" means the immediate supervising officer of the member claiming grievance.
- G. "Department Head" means the Commissioner of Public Safety.
- H. "Association Officer" refers to elected officers of the PBA.

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

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

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

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

M. "Shift Commander" means the commanding officer.

ARTICLE III

MAINTENANCE OF STANDARDS

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

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

ARTICLE IV

REPRESENTATIVES AND MEMBERS

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

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

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

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

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

ARTICLE V

RIGHTS

SECTION 1:

(a) Members of the force 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 manners of contracts and relationships with the public. Out of these contracts may come questions concerning the actions of the members of the force. 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 force shall be at a reasonable hour, preferably when the member of the force is on duty.

(2) The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complaintant is anonymous then the officer shall so be advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force 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 force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts.

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

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

have the right to have a representative of the PBA present during the interrogation.

SECTION 2:

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

SECTION 3:

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.

SECTION 4:

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

PBA ACTIVITY

SECTION 1:

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

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

SECTION 2:

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

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

C. The City agrees to grant to the members of the PBA selected as delegates up to fifteen man (15) days off without loss of pay or time to attend any State or National Convention of the New Jersey State Policemen's Benevolent Association or the International Conference of Police as provided under N.J.S. 11:260-4.

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

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

F. The City agrees that the President and/or the State Delegate of the PBA with the permission of the commanding officer which shall not be unreasonably refused, may at any time

go off post on PBA business, provided they are not both on the same shift.

ARTICLE 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 Civil Service Regulations.

ARTICLE VIII

PERSONAL LEAVE

A. Leave shall be granted by the Chief or Director to a member who obtains the services of another policeman 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 2, which leave shall be granted at the discretion of the Chief or

Director, manpower needs of the Department permitting, said discretion being reasonably exercised. The City 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 three (3) men shall be granted said leave per shift.

ARTICLE IX

SICK LEAVE AND TERMINAL LEAVE

SECTION 1:

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

SECTION 2:

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

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.

SECTION 3:

Non-work connected injury or illness which requires the member to be hospitalized will not be cause for deduction of any benefits from the member's accumulated sick leave.

ARTICLE X

PERSONAL LEAVE DAYS

SECTION 1:

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

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

For the purpose of this sub-section, "Immediate Family" shall be defined as a member's wife, child, stepchild, mother, father, sister, brother, stepmother, stepfather, mother in law, and father in law.

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.

For the purpose of this sub-section, "Immediate Family" shall be defined as a member's wife, child, step-child, mother or father.

C. If the member is on duty he shall be allowed time off not to exceed eight (8) hours, at the discretion of the Director ^{or chief} to attend the Baptism, Communion, Confirmation, Graduation or Marriage of a Member's immediate family.

For the purpose of this sub-section, "Immediate Family" shall be defined as a member's son or daughter.

ARTICLE XI

MANAGEMENT RIGHTS

It is understood and agreed that the City possesses the sole and exclusive right to conduct the City's business, to manage and direct the affairs of the Police Department, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

It is further agreed and understood that all rights of management are retained by the City unless otherwise specifically restricted by this Agreement and/or the provisions of PL 1968, Chapter 303 and The New Jersey Public Employer Employee Relations Act. This right shall include, but shall not be limited to:

- (a) Direct the employees
- (b) Hire, promote, transfer and assign
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause

It is specifically understood that this Article is subject to the provisions of this Agreement and PL 1968, Chapter 303.

ARTICLE XII

PHYSICAL EXAMINATIONS

SECTION 1:

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

SECTION 2:

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.

ARTICLE XIII

GRIEVANCE PROCEDURE

SECTION 1: - 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 PBA. Grievances include, but are not limited to, working conditions, lighting, heating, sanitary facilities, personal safety, type of work assignment and their location, work load and the attitude of supervisors.

SECTION 2.

A. When a member or the PBA collectively, has a grievance against the City, it shall be processed in accordance with the grievance procedure hereinafter provided.

B. 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, the PBA and its members.

C. Except with respect to the right to present an individual grievance as expressly set forth in this Article, the PBA shall, in the redress of grievances, be the exclusive representative of the interests of each member or group of members covered by this Agreement and only the PBA shall have the right to assert and press the City any such grievance.

SECTION 3: - Steps

Step 1--

A. 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 his PBA 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.

B. If the matter is not disposed of in this discussion with the supervisor within four (4) calendar days, the grievance shall be reduced to writing, and shall set forth all facts relied on and shall be presented in triplicate to the Chief of Police.

C. The Chief of Police's disposition shall be in writing, setting forth in detail all the facts relied upon in support of his disposition, and shall be made as expeditiously as possible consistent with proper investigation but in no event more than six (6) calendar days from the time of written presentation, and shall be returned by the Chief of Police to the PBA Committeeman who presented it.

D. If the Chief of Police's disposition of grievance is not given within the time limits herein provided, the grievance may be appealed directly to the third stage of grievance procedure.

E. If a satisfactory disposition is not returned by the Chief of Police, the PBA Committeeman shall prepare a written report setting forth his complete investigation of the facts in rebuttal of the Chief of Police's statement of facts and disposition and shall refer this report with the grievance in writing to the PBA Committee which, if it considers the grievance to be well founded, may carry it to the second stage.

Step 2.--

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

B. 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.

ARTICLE XIV

DISCIPLINARY ACTION

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

ARTICLE XV

SALARIES, OVERTIME AND LONGEVITY

SECTION 1:

Effective January 1, 1975 the salary schedule for all officers recognized as being represented by the PBA shall be as set forth in Schedule A which is attached hereto and made a part hereof.

SECTION 2:

All members shall receive overtime pay at straight time rates 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 practice and Appellate Matters, insofar as they may relate to the regular and normal duties of law enforcement officer and further including appearances required before administrative agencies including but not limited to ABC hearings, State Investigating Commission hearings or State Motor Vehicle hearings. 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.

SECTION 3:

If an employee is recalled to duty he shall receive a minimum guarantee of four (4) hours pay to be computed at a rate of straight time for a normal work week.

SECTION 4:

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 a straight time hourly rate for a normal work week.

SECTION 5:

If an employee is required to work longer than his eight (8) hour tour of duty, he shall receive overtime at a straight hourly rate for a normal work week.

SECTION 6:

In addition to the annual salaries hereinabove mentioned, all members of the Department assigned to plain clothes or Detective duty shall receive an additional \$300.00 per annum for each year of this Agreement. Said additional \$300.00 per annum shall become a permanent increase provided said officer shall have been employed for at least three (3) years from January 1, 1975 in said Division, regardless of future assignments.

SECTION 7:

In addition to the annual salaries as here mentioned, the following shall become effective:

3 - 5 years service	2% of base pay
6 - 8 years service	4% of base pay
9 -11 years service	6% of base pay
12 -15 years service	8% of base pay
After 15 years service	10% of base pay

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

SECTION 8:

Calls, pursuant to Section 4 hereinabove stated, 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.

ARTICLE XVI

CLOTHING ALLOWANCE

Employees shall be given the sum of Three Hundred Fifty (\$350.00) Dollars clothing allowance per year to be paid in full in June of the contract year.

ARTICLE XVII

HOURS OF WORK AND WORK SCHEDULE

SECTION 1:

The members of the Uniformed Patrol Division shall work the 20 day cycle and enjoy the vacation schedule set forth in Schedules B and C herein.

SECTION 2:

Members of the Department hired pursuant to the Safe Streets Act shall work the schedule and enjoy the vacation program as set forth in Schedules B and E herein.

SECTION 3:

Members assigned to REcords Division, Payroll Division, Traffic Division, Special Services, and the Payroll Detail shall have a work schedule and vacation schedule as per the attached Schedule F.

SECTION 4:

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

SECTION 5:

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

ARTICLE XVIII

VACATIONS

SECTION 1:

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

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

B. The 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 of a member's sick leave and vacation time coinciding, he shall be charged with sick leave only and may take his accrued vacation time subsequently.

C. 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 time.

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

SECTION 2:

All employees shall receive at least fifteen (15) days of their respective vacations during the period from June 18 to September 18. Employees

SECTION 3:

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

SECTION 4:

In the event that an Officer is on sick leave pursuant to Section 1.B 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 in the discretion of the Chief of Police, manpower of the Department permitting.

ARTICLE XIX

HOLIDAYS

All employees, in addition to their regular wages, shall receive eight (8) holidays to be paid in cash at straight time rates, four (4) days in July and four (4) days in December.

ARTICLE XX

MEDICAL INSURANCE, PENSIONS, HEALTH AND WELFARE

SECTION 1: Medical Insurance Protection

A. The City shall provide the health care insurance protection designated below. The City shall pay the full premium for each member, active or retired, only as provided by law or local ordinance, and in cases where applicable, for family plan insurance covering dependants. This Section will also apply to a member who retires on the deferred pension plan, as provided by law or local ordinance.

SECTION 1: Medical Insurance Protection (continued)

(a) Medical Surgical Plan of New Jersey - U.C.R. Blue Shield.

(b) Hospital Service Plan of New Jersey - Comprehensive
Blue Cross 120 Days.

C. Rider "J" - 365 Days.

(d) New Jersey Blue Cross Major Medical.

(e) Prescription Drug Program.

(f) Optical Plan

B. RETIRED MEMBERS:

It is understood and agreed that those retired members of the Association, for whom the City is providing Health Care Insurance Protection and making payment of the full premium for each retired Association member shall, at least thirty (30) days prior to the expiration of such medical insurance protection as specified above and forward a statement in writing to the Director of Revenue and Finance setting forth the following:

- (a) the name, age and residence of said retired member;
- (b) the name, age and residence of his spouse;
- (c) the names, ages and residences of those persons whom he claims as his dependents under such policy.

In the event that the retired member of the Association fails to forward the statement in writing as hereinabove set forth, the Director of Revenue and Finance may cancel the health care insurance protection policy of said retired Association member.

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

SECTION 2. Pension and Insurance

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

B. Pension and insurance coverage shall be the same for a member who is injured or killed while rendering aid to a neighboring community, as though the injury or death occurred within the territorial limits of Union City.

C. The City shall continue to make necessary payment to and on behalf of a 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 member remained on active duty.

SECTION 3: Hospitalization

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

SECTION 4: Welfare

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

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

ARTICLE XXI

DENTAL CARE

The City shall provide dental insurance for members and their dependents in the amount not less than those already existing from the Prudential Company or equal.

ARTICLE XXII

UNIFORMS AND PERSONAL EQUIPMENT

A. Employees shall be free to purchase uniforms and/or equipment from suppliers of their own choice or designation.

B. Uniforms shall comply with regulations and requirements established by the Chief of Police.

C. Dress uniforms shall be worn on parade and funeral details.

D. Work uniforms, as established by the Chief of Police, shall be worn during duty hours.

E. It shall not be mandatory for a member to wear the work uniform while reporting to or from the tour of duty.

F. Any change in the existing uniform requirement by the administration will be paid by the City.

ARTICLE XXIII

UNIFORM INSPECTIONS

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

ARTICLE XXIV

MANPOWER

It is recognized that the health, safety and welfare of members is dependant, in part, upon the availability of sufficient manpower. Accordingly, the manpower strength minimums whenever practicable shall not be less than presently established by Ordinance.

ARTICLE XXV

EQUIPMENT

SECTION 1:

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

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.

SECTION 2:

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

SECTION 3:

Two man radio patrol cars shall be maintained on all shifts when possible; two man radio patrol cars are compulsory between the hours of 6:00 p.m. and 6:00 a.m. However, where necessary (odd man on a shift) in the direcretion of the shift commander the member may be assigned to either a patrol car or a walking post except that in no event shall such a member be assigned to a walking post when a special police officer is assigned to a patrol car.

SECTION 4:

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

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.

SECTION 5:

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

- One heavey duty handlight
- 150 feet of heavy duty rope
- One serviceable first aid kit
- One fire extinguisher
- One oxygen inhalator
- One snare of animals
- One 360 degree light (revolving type)
- An electronic audio warning device to replace siren or to be used in conjunction therewith.
- Night stick holder
- Plactic bags
- Disposable gloves
- Shovel
- One screen dividing the front and rear seats

SECTION 6:

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

SECTION 7:

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 XXVI

PROMOTIONS

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

B. In the event a vacancy is created in the Patrolman Rank of the Department, whenever practicable, an appointment filling said vacancy shall be made from the existing Civil Service List no later than ninety (90) days from the date said vacancy was created.

C. A Civil Service List shall be maintained at all times for the rank of Patrolman, whenever practicable.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

SECTION 1. Appeal

A. After disciplinary proceedings have been concluded, if the PBA concludes that an employee has been unjustly punished or dismissed, it may

appeal such judgment to arbitration as provided below. The Board of Arbitrators shall review the justness of the punishment imposed, upon the record made before the hearing officer.

B. 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 Civil Service Laws, or other applicable laws.

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

SECTION 2: Polygraph Test

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

SECTION 3: Termination of Employment

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

SECTION 4: 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.

SECTION 5: Firemen and other Non-Police Duties

A. No member shall be required to perform Fireman functions or duties.

B. 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.

C. 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.

SECTION 6: Facilities

A. 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.

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

Double Lockers

Chairs

Tables

Dress Room Facilities

SECTION 7

A. Since all Police Officers are presumed to be subject to duty 24 hours per day, any action taken by a member of the force on his time off, which would have 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.

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

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

SECTION 8. Bulletin Board

A. The City shall permit the installation of bulletin board, at the expense of the PBA, located in what is commonly referred to as the "Ready Room."

SECTION 9: Assignments and Reporting Times

Whenever assignments and reporting times are changed, Patrolmen and Detectives shall be notified at least 24 hours prior to the change whenever possible.

ARTICLE XXVIII

TRANSPORTATION OF MENTAL PATIENTS

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

ARTICLE XXIX

QUALIFICATIONS OF EMPLOYMENT

All standards presently in effect for entrance to the position of Patrolman shall be maintained.

ARTICLE XXX

SPECIAL TRAINING

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

ARTICLE XXXI

POLICE SCHOOLS

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

ARTICLE XXXII

OUTSIDE EMPLOYMENT

The City agrees that an employee may obtain extra employment in another field during his 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.

ARTICLE XXXIII

MUTUAL AID

The City shall insure that an employee who is killed or injured in the line of duty, while rendering aid to a neighboring community, 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 of Union City.

ARTICLE XXXIV

EDUCATIONAL INCENTIVE

A. The City recognizes the need for the educational advancement of its policemen; therefore, those officers who have earned an Associate Degree in Arts or Sciences on or before January 1, 1975 from an accredited institution of higher learning, shall receive an additional 2.5% 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 5% 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 B.

D. 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 course is a Police Science related course, shall be paid annually \$5.00 for each credit earned in addition to his base salary, provided he is not encompassed within Paragraphs A or B above.

ARTICLE XXXV

BLINDING ARBITRATION

In the event that during the life of this Agreement that any municipal employee shall enjoy the benefit of binding arbitration, then the PBA shall also be permitted to join in binding arbitration with the City.

ARTICLE XXXVI

DURATION

This Agreement shall become effective on January 1, 1975 and shall terminate on December 31, 1975. If either party desires to change this Agreement it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature.

ATTEST:

Peter A. Leone

CITY OF UNION CITY

By

Thomas Hight 11/25/75

ATTEST:

NEW JERSEY STATE PBA
UNION CITY LOCAL #8

John P. [Signature]

By

Carmine Leone

SCHEDULE A

1975

Probationary Patrolmen	\$ 12,200.00
Patrolmen, Beginning of 2nd year	\$ 12,300.00
Patrolmen, Beginning of 3rd year	\$ 12,400.00
Patrolmen, Beginning of 4th year	\$ 12,500.00

SCHEDULE 'F'

1910
1911
1912

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec.

14	23	3	15	24	4	14	23	3	13	22	2	11	1	21	30	10	20	E	C	E	D
15	24	4	16	25	5	15	24	4	14	23	3	12	2	22	11	1	21	E	C	E	D
16	25	5	17	26	6	16	25	5	15	24	4	13	3	23	12	2	22	E	D	E	C
17	26	6	18	27	7	17	26	6	16	25	5	14	4	24	13	3	23	A	D	E	C
18	27	7	19	28	8	18	27	7	17	26	6	15	5	25	14	4	24	A	D	E	C
19	28	8	20	29	9	19	28	8	18	27	7	16	6	26	15	5	25	A	D	E	C
20	29	9	1	21	30	10	20	29	9	20	29	17	7	27	16	6	26	A	E	E	C
21	30	10	2	22	11	1	21	30	10	20	29	18	8	28	17	7	27	E	E	E	C
22	31	11	3	23	12	2	22	11	1	21	30	19	9	29	18	8	28	E	E	E	C
23		12	4	24	13	3	23	12	2	22	31	20	10	30	19	9	29	E	E	E	C
24		13	5	25	14	4	24	13	3	23	12	21	11	31	20	10	30	E	E	E	C
25		14	6	26	15	5	25	14	4	24	13	22	12		21	11	31	E	E	E	C
26		15	7	27	16	6	26	15	5	25	14	23	13		22	12		E	E	E	C
27		16	8	28	17	7	27	16	6	26	15	24	14		23	13		E	E	E	C
28		17	9	29	18	8	28	17	7	27	16	25	15		24	14		E	E	E	C
29		18	10	30	19	9	29	18	8	28	17	26	16		25	15		E	E	E	C
30		19	11	31	20	10	30	19	9	29	18	27	17		26	16		E	E	E	C
31		20	12		1	21	31	20	10	30	19	28	18		27	17		E	E	E	C
1	21	13	2	23	12	2	23	12	11	31	20	29	19		28	18		E	E	E	C
2	22	14	3	24	13	3	24	13	12		1	30	19		29	19		E	E	E	C

SQUAD "A"

Squad A	July 3 to July 19	3 men	17 days
"	July 23 to Aug. 8	3 men	17 days
"	Aug 12 to Aug. 28	3 men	17 days
"	Sept 1 to Sept 17	2 men	17 days

SQUAD "B"

Squad B	June 17 to July 3	2 men	17 days
"	July 7 to July 23	3 men	17 days
"	July 27 to Aug 12	2 men	17 days
"	Aug 16 to Sept 1	3 men	17 days

SQUAD "C"

Squad C	June 21 to July 7	3 men	17 days
"	July 11 to July 27	2 men	17 days
"	July 31 to Aug 16	3 men	17 days
"	Aug 21 to Sept. 5	2 men	17 days

SQUAD "D"

Squad D	June 25 to July 11	2 men	17 days
"	July 15 to July 31	3 men	17 days
"	Aug 4 to Aug. 20	2 men	17 days
"	Aug 24 to Sept. 9	3 men	17 days

SQUAD "E"

Squad E	June 29 to July 15	3 men	17 days
"	July 19 to Aug. 4	2 men	17 days
"	Aug 8 to Aug. 24	3 men	17 days
"	Aug. 28 to Sept. 13	2 men	17 days

SQUAD "A" SPRING AND FALL VACATION

Squad A	April 20 to April 30	3 men	11 days
"	May 10 to May 20	2 men	11 days
"	May 30 to June 10	1 man	11 days
"	June 19 to June 29	1 man	11 days
"	Sept 21 to Oct 1	1 man	11 days
"	Oct 17 to Oct 27	1 man	11 days
"	Nov 6 to Nov 16	2 men	11 days

SQUAD "A" MEMBERS VACATION

"	Nov 26 to Dec 8		11 days
"	Dec 3 to Dec 13		11 days

SQUAD "B" VACATION

Squad B	April 4 to Apr. 14	2 men	11 days
"	April 24 to May 4	1 man	11 days
"	May 14 to May 24	1 man	11 days
"	June 2 to June 13	1 man	11 days
"	Sept 5 to Sept 15	1 man	11 days
"	Oct 1 to Oct 11	2 men	11 days
"	Nov 10 to Nov 20	2 men	11 days

SQUAD "B" MEMBERS VACATION

"	Nov 30 to Dec 10		11 days
"	Dec 7 to Dec 17		11 days

SQUAD "C" VACATION

Squad C	April 28 to May 8	2 men	11 days
"	May 18 to May 28	1 man	11 days
"	June 7 to June 17	1 man	11 days
"	Sept 9 to Sept 19	2 men	11 days
"	Sept 15 to Sept 25	1 man	11 days
"	Oct 5 to Oct 15	1 man	11 days
"	Oct 25 to Nov 4	1 man	11 days
"	Nov 14 to Nov 24	1 man	11 days

SQUAD "C" MEMBERS VACATION

"	Nov 23 to Dec 3		11 days
"	Dec to Dec 15		11 days

* Spring Vacation runs into Summer Vacation
 ** Summer Vacation runs into Fall Vacation

SQUAD "D" SPRING AND FALL VACATION

Squad D

April 12 to April 21	2 men	11 days
May 2 to May 12	1 man	11 days
May 22 to June 1	2 men	11 days
June 11 to June 21	1 man	11 days
Sept 13 to Sept 23	1 man	11 days
Oct 9 to Oct 19	1 man	11 days
Oct 29 to Nov 8	1 man	11 days
Nov 13 to Nov 23	2 men	11 days

SQUAD "D" WINTER VACATION

Nov 25 to Dec 5		11 days
Dec 2 to Dec 12		11 days

SQUAD "E" VACATION

Squad E

April 15 to April 25	1 man	11 days
May 6 to May 16	1 man	11 days
May 26 to June 5	2 men	11 days
June 15 to June 25	1 man	11 days
Sept 17 to Sept 27	1 man	11 days
Sept 23 to Oct 3	1 man	11 days
Nov 2 to Nov 12	1 man	11 days
Nov 22 to Dec 2	2 men	11 days

SQUAD "E" WINTER VACATION

Nov 29 to Dec 9		11 days
Dec 6 to Dec 16		11 days

* Spring Vacation runs into Summer Vacation
 ** Summer Vacation runs into Fall Vacation

SCHEDULE "D" + "E"

A. The safe streets personnel shall work four consecutive 8-hour days followed by an eighty eight hour leave.

B. Their vacation shall consist of the same number of calendar days as the uniform personnel.

SCHEDULE "F"

The detail personnel shall work 5 consecutive 8-hour days followed by a 64 hour leave and then shall work 4 consecutive 8-hour days followed by an 88-hour leave and shall continue to work such 5 and 4 day weeks alternatively throughout the life of the contract. In addition, all such detail personnel shall enjoy compensatory time off for all 12 holidays in addition to any other holiday pay.

They shall receive a vacation consisting of 23 working days divided into 2 calendar day periods of at least 21 and 14 days respectively.

***** N O T E

N O T E

N O T E

N O T E*****

ANY ARTICLE WHICH IS PRECEDED BY AN ASTERISK PLEASE REFER TO THE
"MEMORANDUM OF UNDERSTANDING" FOUND ON THE NEXT PAGE.

DEPARTMENT OF REVENUE AND FINANCE

CITY HALL, UNION CITY, NEW JERSEY 07087



C. HARRISON HULTMAN
DIRECTOR

June 1975

MEMORANDUM OF UNDERSTANDING

1- The parties agree that the following clauses shall not become effective until such time as a Court of competent jurisdiction renders judgment in a Declaratory Judgment Action as to the legality of such clauses or in the event that an authorizing statute shall be enacted enabling the Municipality to grant such benefit.

1. Article IX, Sections 1, 2 and 3.
2. Article XV, Section 4 to omit the clause: "...and shall be guaranteed a minimum of four (4) hours at straight time hourly rate for a normal work week."
3. Article XX, Section 4 B.
4. Article XXI
5. Article XXVII, Section 1, 5A, 5B, and Section 7A.
6. Article XXXII.

DEPARTMENT OF REVENUE AND FINANCE

CITY HALL, UNION CITY, NEW JERSEY 07087



C. HARRISON HULTMAN
DIRECTOR

2. The City agrees that it shall continue its past practice with regard to any of the above benefits and provisions.
3. The City and the PBA agree that they will mutually cooperate to obtain the above mentioned court determination and that the PBA will intervene on the side of the City in the City's action for Declaratory Judgment.
4. The prime contract will be introduced for adoption by Resolution on April provided the PBA shall have advised Commissioner Thomas V. Highton of its ratification of the Agreement.
5. Pay checks reflecting retroactive payments shall be mutually agreed to as to date of payment by the parties.

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

ATTEST:

 Peter A. Leone

CITY OF UNION CITY

By Thomas Highton

ATTEST:

 John C. ...

NEW JERSEY STATE PBA UNION CITY
LOCAL #8

By Carmen ...