

COPY

AGREEMENT

Between

TOWNSHIP OF UNION  
UNION COUNTY, NEW JERSEY

And

SUPERIOR OFFICERS' ASSOCIATION  
OF THE TOWNSHIP OF UNION  
POLICE DEPARTMENT

January 1, 2000 through December 31, 2003

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## PREAMBLE

THIS AGREEMENT, effective as of the 1<sup>st</sup> day of January, 2000, by and between the Township of Union, in the County of Union, a municipal corporation of the State of New Jersey, hereafter referred to as the "Township," and Superior Officers Association, of the Police Department hereafter referred to as the "SOA," is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are within the provisions of this Agreement, through collective negotiations in order that more efficient and progressive public service may be rendered.

## ARTICLE I

### RECOGNITION

A. The Township hereby recognizes the SOA as the exclusive and sole representative for the members of the Police Department holding the ranks of Sergeant, Lieutenant and Captain. Excluded from the bargaining unit are the following:

- (a) Chief of Police
- (b) Deputy Chief of Police
- (c) All Police Officers below the rank of Sergeant
- (d) Parking Violation Officers
- (e) School Crossing Guards
- (f) Police Matrons
- (g) Civilian Employees of the Police Department
- (h) Civilian Communications Officers

Unless otherwise indicated, the terms "Police Officer", "Employee", or "Employees", when used in this Agreement refer to all persons represented by the SOA in the above-defined unit.

## ARTICLE II

### UNIFORMS

A. Each Police Officer shall maintain his or her work uniform in a clean and presentable condition at all times. If any part of an officer's uniform is damaged or destroyed in the line of duty, the Township shall pay for the replacement or repair thereof upon voucher submitted therefore and approved by the Chief of Police. If an officer's personal property, other than his or her uniform, is damaged or destroyed in the line of

duty, the Township, subject to the approval of the Chief of Police, shall pay for the replacement or repair thereof upon voucher submitted therefore in an amount not to exceed \$100.00 per incident, provided that under extraordinary circumstances this amount may be exceeded upon recommendation of the Chief of Police and approval by the Township Committee.

B. 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 shield, badges and mace, flashlights, flashlight batteries, whistles, and one ball-point pen per month shall be supplied by the Township and replaced when necessary.

C. Police uniforms shall be worn only while commuting to work, during official duty tours, or while on official department business.

D. In addition to those items provided in section B above, the Township shall reimburse each member for uniforms, ammunition and police gear up to \$200.00 per year upon presentation of receipts.

E. The Township agrees to replace bulletproof vests for up to 20% of the employees represented by the SOA per year on an as-per-request basis. Officers supplied with vests shall be required to wear same.

### ARTICLE III

#### LEGAL REPRESENTATION

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal 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 IV

#### INSURANCE

A. Except as provided in paragraphs B and H herein, the Township shall provide the following group Health Insurance coverage for all active and retired officers (after 25 years of service) and the eligible dependents as defined in the policies of insurance:

1. Basic medical with coverage at least equal to that which has heretofore been in effect, subject to paragraph H.

2. Major medical with coverage at least equal to that, which has heretofore been in effect, subject to paragraph H.

3. Dental with coverage at least equal to that which has heretofore been in effect.

4. Prescription with coverage at least equal to that which has heretofore been in effect, subject to a five (\$5.00) dollar co-pay non-generic drugs; a three (\$3.00) dollar co-pay generic drugs; no co-pay mail order drugs.

B. Except as provided in sub-paragraph (1) (below), in the event an employee elects to take a deferred pension, (early retirement), or resigns or retires for disability occurring other than in the line of duty, the employee shall not be entitled to continuance of the aforesaid insurance at the expense of the Township. The Township agrees, however, that said employee may continue coverage under the Township Group at the employee's own cost and expense.

1. If a member retires because of disability resulting from injury incurred in the line of duty, whether traumatic or not, or in the event a member of the Department elects to take a deferred pension, early retirement, or resigns, or retires with disability occurring other than in the line of duty, and at the time of said retirement or resignation has twenty (20) or more years of service, either with the Department or in the Police and Fireman's Retirement System, he or she shall be entitled to the continuance by the Township in his or her favor of the full insurance package provided for in this contract.

C. If an employee's retirement is occasioned by a disability occurring in the line of duty, traumatic or not, he or she shall be entitled to continuance of all insurance provided for in this contract.

D. The Township shall continue to pay the premium required providing full benefits for the surviving spouse and dependents of any member who expires either before or after retiring after twenty (20) years of service. In addition, the Township shall continue to pay the premium required to provide the full benefits for all dependents of members who retire because of injuries incurred in the line of duty, and who subsequently expires, until the surviving spouse or said member either dies or remarries.

E. The Township shall meet the requirements of the New Jersey Workman's Compensation Law for all members.

F. The Township shall provide automobile liability coverage for all vehicles used by the Department in an amount of at least \$500,000 for each person and each occurrence for bodily injury, and \$100,000 for each occurrence of property damage with a \$1,000,000 umbrella liability through an insurance company licensed in New Jersey or self-insurance.

G. The Township shall pay an additional \$10,000 death benefit to the named beneficiary of the deceased member of his or her estate for accidental death, which said benefit is exclusive of any Worker's Compensation award or judgments resulting from a civil action or pension benefits. Said payment shall be funded by a group insurance policy to be maintained by the Township and payment therefrom shall be made by said insurance carrier upon the proper application being made thereto. The aforesaid death benefits shall

only be afforded to members of the Department while they continue to be members thereof. It shall not continue in force upon the resignation, dismissal or retirement of a member from the Department.

H. The SOA agrees to appoint one (1) member to a Group Health Insurance Review Committee comprised of one (1) representative of each of the Township's Collective Bargaining Units and the Township Administrator or his designee. The purpose of the review committee shall be to review and recommend to the Township Committee appropriate modifications to group health coverage to either enhance benefit levels, reduce costs or both. Voting members of the review committee shall be the representatives of the PBA, SOA, FMBA, FOA, Council #8, Council #8 Supervisors Unit, and the Township Administrator or his designee. Recommendations of the Group Health Insurance Committee shall be by majority vote of the voting members present at a properly constituted meeting, which shall then be binding on the SOA, upon acceptance by the Township. The Township agrees that any modification to the group's basic and major medical coverage to a comprehensive plan, recommended by the review committee, shall be subject to a maximum of a \$100 annual deductible per member or \$300 per member's family with a maximum 20% co-payment subject to an annual stop loss of \$500 per member or \$1,500 per member's family.

A \$2,000.00 in expense threshold to a maximum of \$400.00 per individual per year and \$1,200.00 per family per year shall be maintained for all retirees.

In addition, the health benefits program shall be modified to include mandatory second surgical opinion and pre-admission certification/continued stay review.

The Township agrees that any modification to the group's dental or prescription plan coverage, deductibles or co-payment levels shall be upon recommendation of the review committee and subject to the acceptance of the Township.

I. Each member shall enjoy the right to elect not to be covered under the medical insurance provided by the Township. If a member elects not to be covered under the Township's medical plan, said member shall be paid a stipend in the amount of \$3000.00 for each year he/she elects not to be covered. This stipend shall be made in one payment on December 1<sup>st</sup>. Any member who exercises this option, shall, without exception, unilaterally retain the right to be reinstated in the Township's medical plan. Any member electing to be reinstated may do so on January 1 or July 1 of any year, with the aforementioned stipend to be prorated.

## ARTICLE V

### HOURS OF WORK AND OVERTIME

#### A. WORK DAY & WORK WEEK

1. 5/2 Work Schedule. The workday for a 5/2-work schedule shall consist of eight (8) consecutive hours on duty. The workweek shall consist of five (5) consecutive days on duty followed by two (2) consecutive days off.

2. 4/4 Work Schedule. This is the work schedule for Basic Patrol supervisors. The workday for a 4/4-work schedule shall consist of eleven and one-half (11-1/2) consecutive hours on duty. The workweek shall consist of four (4) consecutive days on duty followed by four (4) consecutive days off.

3. For administrative and procedural purposes, the official workweek shall commence at 12:01 AM on Saturday of each week.

4. Except in the event of an emergency, no shift shall begin between the hours of 2:00 AM and 6:00 AM.

B. TOURS OF DUTY AND SHIFT. Each tour of duty shall consist of shifts as established herein, which may be varied one hour in either direction at the discretion of the Chief of Police or his/her designee.

1. 5/2 Work Schedule. Shifts for the 5/2-work schedule shall commence at 12:01 AM for Tour 1, 8:00 AM for Tour 2 and 4:00 PM for Tour 3.

2. 4/4 Work Schedule. Shifts for the 4/4-work schedule shall commence at 6:00 PM and 7:00 PM respectively for Tour 1 and 6:30 AM and 7:30 AM respectively for Tour 2. Tours of duty for the 4/4-work schedule shall consist of "fixed" or steady shifts, where an officer works one tour of duty on a continuous basis.

3. Upon mutual agreement, any individual superior officer may commence and end any shift between various hours that do not coincide with the shift times provided herein. It is understood that this provision is not in any way intended to repeal or nullify the provisions of this Article, but is intended to be used only upon the mutual agreement of the individual and the Chief of Police. This mutual agreement may be rescinded by the individual or the Department at any time by giving fourteen (14) days notice to the other party.

C. WORK SCHEDULE.

1. Posting. The work schedule shall be posted at least fourteen (14) days before the commencement thereof. No changes in the work schedule shall be made less than fourteen (14) days in advance unless the need for such change could not have been foreseen and is deemed necessary by the Chief of Police or his/her designee.

2. Training. At the discretion of the Chief of Police or his/her designee, an officer working a schedule other than a 5/2 work schedule may be temporarily placed on a 5/2 work schedule for training purposes when said training exceeds a four (4) day period.

3. Sick Days. During such period of time that the basic patrol force operates under a 4/4 work schedule the parties agree to convert each sick day used to an eleven and one-half (11 1/2) hour day, wherein each eight (8) hour day of sick time shall be converted to one (1) eleven and one-half (11 1/2) hour day. The intent of this clause is to establish a "day-for-day" conversions of eight- (8) hour sick days to eleven and one-half (11 1/2) hour sick days used. It is our intent that the conversion from an eight- (8) hour to eleven and one-half (11 1/2) hour day for sick time used will not affect any sick day benefit at retirement when the sick day will be an eight- (8) hour day. At the discretion of the Chief



of Police or his/her designee, a supervisor may be placed on an administrative 5/2-work schedule for sick leave purposes when said sick leave exceeds two (2) work units.

#### D. OVERTIME

1. Overtime shall be defined as:
  - a. 5/2-work schedule. All work performed in excess of eight (8) hours per day or forty (40) hours per week.
  - b. 4/4 work schedule. All work performed in excess of eleven and one-half (11 1/2) hours per day or forty-six (46) hours per four- (4) day work period.
2. Overtime shall be paid as follows:
  - a. If an officer is required to remain on duty beyond his/her regular tour, he/she shall be compensated at the rate of time and one-half for two (2) hours or for all hours worked, whichever is greater;
  - b. If an officer is called back to duty after the conclusion of his/her regular tour, he/she shall be compensated at the rate of time and one-half for four (4) hours or for all hours worked, whichever is greater;
  - c. If an officer is called into duty on his/her regularly scheduled day off, he/she shall be compensated at the rate of time and one-half for eight (8) hours or for all hours worked, whichever is greater;
  - d. Whenever an officer is required in connection with the performance of duty to appear in criminal matters or before administrative hearings, or where his/her appearance is required by the township in any matter not aforementioned, he/she shall be compensated at the rate of time and one-half for two (2) hours or for all hours worked, whichever is greater. All "ON-CALL" time in connection with municipal court appearance shall be compensated in compensatory time at the rate of one (1) hour for each two- (2) hours of "ON-CALL" time.
  - e. Whenever, in accordance with sections a. through d. above, a minimum overtime payment is required, it is expressly understood that the officer may be required by the Department to remain on duty for the appropriate minimum number of hours.
  - f. If an officer is required to remain on duty for fifteen (15) minutes or less while awaiting a replacement, he/she shall be entitled to no overtime compensation. If he/she is required to remain on duty for more than fifteen (15) minutes while awaiting a replacement, he/she shall be paid overtime in accordance with this Article, and appropriate disciplinary action may be taken against the officer who failed to report on time.
  - g. On-call. Whenever an officer is placed on-call during his/her off-duty time, he/she shall be compensated at the rate of one hour's pay for each two- (2) hours of on-call time. For purposes of this section, "on-call" shall be defined as that state of readiness for return to duty whereby the officer is prepared to respond within thirty (30) minutes to the assigned duty location. In the event of a call out,

if the overtime exceeds the on-call overtime, then no on-call overtime shall accrue. No on-call overtime shall be paid between the hours of 1:00 AM and 7:00 AM unless the officer is placed on-call during those hours with the specific authorization of the Chief of Police or his/her designee.

h. The Chief of Police or his/her designee shall attempt to minimize schedule inequities pertaining to time off between tours of duty and, if necessary and where practicable, overtime may be used to accomplish this end.

i. Members of the Department called for training duty while in an off-duty status shall be compensated at the rate of time and one-half for four (4) hours or actual hours worked, whichever is greater.

j. The parties agree that any officer that is assigned to any school/training on his or her regularly scheduled day off shall have the option to take a mutually agreed day off or to receive overtime pursuant to the terms and conditions of this agreement.

#### E. SHIFT SELECTION

All lieutenants and all sergeants assigned to the Basic Patrol Force shall select shifts, tours of duty, days off, and vacations based upon a seniority basis. The selection of the aforementioned shall be based upon the actual work schedule for the upcoming year. The work schedule shall be posted no later than the first day of November of the year preceding the year that selections are to be effective for.

#### F. VACATIONS

1. Vacation schedule. During such period of time that the basic patrol force operates under a 4/4 work schedule, the parties agree to alter the vacation schedule for superior officers of the basic patrol force by converting the same to units, wherein each five (5) eight (8) hour days of vacation shall be converted to one (1) unit of four (4) eleven and one-half (11 1/2) hour days. During such period of time that the basic patrol force operates under a 4/4-work schedule, the number of vacation picks for supervisors shall be set at two (2) supervisors per work unit for each squad. Each superior officer assigned to the Basic Patrol Force shall retain the benefit of leaving one (1) unit of four (4) eleven and one-half (11 1/2) hour days of vacation not selected, which may be utilized in less than an entire unit during the year.

### ARTICLE VI

#### SENIORITY

A. Seniority shall be defined as an employee's accumulated length of continuous service with this Department computed from the last date of hire. An employee's length of service shall not be reduced by:

1. Time lost due to absence for active military service.

2. Absence due to a bona fide illness or injury certified by the Township Physician and arising in line of duty and extending not more than one (1) year.

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

1. Voluntarily continuing in the active military service beyond the time schedule 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.

C. In determining seniority within the Department for the purposes of layoffs, promotions and vacation selection, prior service with another Police or Fire Department or other governmental agency shall not be considered in calculating seniority under this contract, but such prior service shall be applicable to salaries, longevity and pension benefits.

D. Senior Officer pay - All officers upon completion of fifteen (15) years of service shall have \$900.00 senior officer pay added to their base salary.

## ARTICLE VII

### VACATIONS

A. Vacations shall be granted to all employees in accordance with the following schedule:

1 year - 4 years	15 Working Days
Beginning 5th year - 9 years	20 Working Days
Beginning 10th year - 14 years	25 Working Days
Beginning 15th year - 19 years	30 Working Days
Beginning 20th year - 24 years	35 Working Days
Beginning 25th year and thereafter	40 Working Days

B. The Chief of Police shall allot vacation periods in order to assure orderly operation and adequate continuous service but will grant vacations so far as possible in accordance with the desires of the Officers in order of their seniority and rank.

- C. In the event that the selected period of time is not available, then it is agreed that officers should take their vacations at different periods mutually acceptable to the Chief and the Officer.
- D. Each member of the Department will receive his or her vacation pay in full prior to the commencement of each vacation period.
- E. In the event an employee is out of work on a sick leave or injury leave at a time when said leave falls within his or her vacation period, said vacation, or that part of it which the employee has not yet taken, will be postponed until the employee returns from sick leave or injury leave.
- F. Vacation, in the discretion of the Chief, may accumulate for a period not to exceed two (2) years.
- G. Employees newly appointed to the police and fire pension after July 1, 1996 shall have their vacations capped at thirty (30) days.

ARTICLE VIII

SICK LEAVE, LEAVE OF ABSENCE

A. Service Credit for Sick Leave

- 1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
- 2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or illnesses, accident or exposure to contagious disease on the part of the employee's spouse, children, parents or any other person who is a member of the family of the employee actually residing therein.

B. Amount of Sick Leave

- 1. Sick leave days shall accrue and accumulate as follows:
 

1st year of service	1 day per month
2nd through 5th year	15 days per year
6th through 10th year	16 days per year
11th through 15th year	17 days per year
16th through 20th year	18 days per year
21st through 25th year	19 days per year
26th year plus	20 days per year

2. An employee shall not be reimbursed for accrued sick leave at the time of termination of his or her employment for cause or resignation under less than honorable circumstances. Upon termination, the Township shall certify to the Department of Personnel the employee's accumulated sick leave, which shall be made part of the employee's permanent record.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitled him or her to sick leave, his or her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify his or her supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Service Connected Sickness, Injury or Disability Leave

1. Pursuant to N.J.S.A. 40A: 9-7, employees covered under this Agreement will be paid their regular straight time rate of pay for a period not in excess of fifty-two (52) weeks for each new and separate service connected sickness, injury or disability, commencing on the first day of any such service connected injury or disability. Temporary disability benefits paid by Worker's Compensation Insurance to the employee will be paid over to the Township.

2. Intentional self-inflicted injuries or those service connected injuries or disabilities resulting from gross negligence shall not be covered by the provisions of this Section.

3. Any employee who accepts outside employment whose physical demands are equal to or greater than his or her normal police activities during the periods of service connected sickness, injury or disability leave shall be deemed physically fit to return to duty and shall be subject to loss of service connected sickness, injury or disability pay.

4. When such sickness, injury or disability leave is granted, the employee shall not be charged with any sick leave time for such time lost due to such sickness, injury or disability.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave may be required to submit acceptable medical evidence substantiating the illness. Abuse of sick leave shall be cause for disciplinary action.

a. If the Township is not satisfied with the medical evidence supplied by the employee, the Township may require the employee to be examined by a Township physician at Township expense.

b. In the case of an employee utilizing sick leave to attend to a sick or injured relative, the employee may be required to supply acceptable medical evidence that:

1. The relative was sick or injured; and
2. The employee's presence was required.

3. If the Township is not satisfied with the medical evidence supplied by the employee, the Township may require the employee's relative to be examined by a Township physician at Township expense.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined, at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of the employee or other employees.

F. Sick Leave Incentive

1. Any employee not using sick leave for a full calendar year may receive compensation in the first payroll of the next year in an amount equal to forty (40) hours pay, such employee shall have forty (40) hours deducted from his or her sick leave for that year and may have the balance of his or her sick leave for the year accumulate.

2. Any employee utilizing the equivalent in hours of one or less of his or her sick days for a full calendar year may receive compensation in the first payroll of the next year in an amount equal to forty (40) hours pay less the time used, such employee shall have the number of hours paid deducted from his or her sick leave for the year, and may have the balance of his or her sick leave for the year accumulate.

ARTICLE IX

BEREAVEMENT LEAVE

A. In the event of a death in the immediate family of the officer or his or her spouse, the officer will be allowed necessary time off with pay to make funeral arrangements and attend funeral services for a period not to exceed four (4) working days.

B. For the purpose of Section A, immediate family means father, mother, spouse, child, step-child, sister, brother, father-in-law, mother-in-law, grandchild, grandparent or any other relative who is a member of the household actually residing with the officer.

C. Three (3) working days leave shall be granted for the employee's brother-in-law, sister-in-law, daughter-in-law and son-in-law.

D. One (1) working day leave shall be granted for other relatives.

E. During such period of time that the basic patrol force operates under a 4/4 work schedule, the parties agree to allow up to four (4) days for Bereavement Leave granted in the main body of the contract to be converted into four (4) eleven and one-half (11 1/2) hour days. The intent of this clause is to establish a "day-for-day" conversion of eight (8) hour bereavement days to eleven and one-half (11 1/2) hour bereavement days. This only applies to supervisors working the 4/4 schedule.

## ARTICLE X

### PERSONAL LEAVE

A. With the prior approval of the Chief of Police, or his designee, each full-time employee covered by this Agreement shall receive three (3) personal days at eight- (8) hours straight time during each year of this Agreement.

B. During the calendar year each employee may elect (1) to utilize all three (3) personal days; or (2) to be paid for any unused personal days at the employee's regular rate of pay.

C. Administration Days - Each full time employee shall receive three (3) administrative days during each and every year of this Agreement to be used in the calendar year earned. The aforementioned days shall not be used unless previously approved by the appropriate division commander or if the utilization of said days would create scheduled overtime. Administration days can not be converted to pay or compensatory time.

D. During such period of time that the basic patrol force operates under a 4/4-work schedule, the parties agree to allow three (3) Personal Days granted in the main body of the contract to be converted into three (3) eleven and one-half (11 1/2) hour days. The intent of this clause is to establish a "day-for-day" conversion of eight (8) hour personal days to eleven and one-half (11 1/2) hour personal days. This only applies to supervisors working the 4/4 schedule.

## ARTICLE XI

### OTHER LEAVE

#### A. Military Leave

Employees shall be entitled to Military and National Guard Leave in accordance with existing New Jersey law.

B. Marriage

1. Any member of the Department on the payroll as of January 1, 1996, planning marriage will be entitled to a special leave of three (3) days off duty without being charged to any account, provided notice of same is given to the Chief of the Department twenty-one (21) days in advance.

2. Marriage leave may not be utilized more than once in an officer's career with the Township.

3. During such period of time that the basic patrol force operates under a 4/4 work schedule, the parties agree to allow three (3) days for Marriage Leave granted in the main body of the contract to be converted into three (3) eleven and one-half (11 1/2) hour days. The intent of this clause is to establish a "day-for-day" conversion of eight (8) hour marriage leave days to eleven and one-half (11 1/2) hour marriage leave days. This only applies to supervisors working the 4/4 schedule.

ARTICLE XII

LONGEVITY

A. In addition to his or her annual salary, each employee hired prior to June 1, 2000 shall receive longevity pay in equal bi-weekly installments according to the following schedule:

<u>YEARS COMPLETED</u>	<u>PERCENT OF BASE PAY</u>
Upon completion of five (5) years	2 percent of base pay
Upon completion of ten (10) years	4 percent of base pay
Upon completion of fifteen (15) years	6 percent of base pay
Upon completion of twenty (20) years	10 percent of base pay
Upon completion of twenty-four (24) years	12 percent of base pay

B. Longevity payments shall commence with the first pay period immediately following the employee's anniversary date, as indicated above and shall be paid in equal installments thereafter.

C. Employees newly appointed to the police and fire pension after June 1, 2000 shall receive longevity pay in equal bi-weekly installments according to the following schedule:

Upon completion of ten (10) years	2% of base pay
Upon completion of fifteen (15) years	4% of base pay
Upon completion of twenty (20) years	6% of base pay



ARTICLE XIII  
GRIEVANCE PROCEDURE

A. Grievance Committee: Five (5) members of the SOA selected by the SOA shall constitute its Grievance Committee. These employees shall be granted leave from duty with pay to attend grievance meetings between the committee and the Police Chief (Step 1) and between the Committee and the Township Administrator or his designee (Step 2). The names of the members of the Grievance committee shall be filed with the Chief of Police within forty-eight (48) hours after their appointment.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

C. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application, or violation of any of the provisions of this Agreement, and may be raised by any individual, the Association on behalf of and at the request of an individual or group of individuals.

D. Steps of the Grievance Procedure

The procedure hereby established, unless by mutual consent is changed or waived, in part or entirely, shall be as follows:

Step 1

The grievance shall be presented in writing to the Chief of Police or his designee within ten (10) working days from the time the grievance arose. The Chief of Police or his designee shall respond to the grievance within five (5) working days. Failure of the Chief of Police or his designee to respond within five (5) working days shall be deemed a denial of the grievance.

Step 2

If the grievance is denied at Step I or if the response of the Chief of Police or his designee is not satisfactory to the grievant or the SOA, the grievance may be presented to the Township Administrator or his designee within five (5) working days of the denial or other disposition of the grievance at Step 1. The Administrator or his designee shall respond to the grievance within five (5) working days. Failure of the Administrator or his designee to respond to the grievance within five (5) working days shall be deemed a denial of the grievance.

### Step 3

In the event the event the grievance is not satisfactorily resolved at Step 2, the SOA may present the grievance in writing within seven (7) days thereafter to the New Jersey Public Employment Relations Commission for the appointment of an arbitrator. The SOA and the Township shall share the fees and costs of the Arbitrator equally. The Arbitrator shall have no authority to add to, subtract from or otherwise change or modify the Agreement between the parties. The decision of the Arbitrator shall be in writing with reasons therefore and shall be final and binding. The Arbitrator shall be without power to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement.

## ARTICLE XIV MEALS AND MILEAGE

### A. Meals

Whenever an employee is out of town on official police business, whether for attendance at police schools, training sessions, court appearances, or other assignments, he or she shall receive a meal allowance where the time involved extends through a meal period. Employees shall be compensated at the rate of \$9.00 per meal during the life of this contract.

In the event of a snow emergency or other natural disaster, which precludes personnel from leaving headquarters for meals, the Township shall provide meals at its own cost and expense.

### B. Mileage

Employees shall be reimbursed for required or authorized use of personal vehicles at the rate of \$.35 per mile in each of the years of this Agreement. Mileage shall be computed from police headquarters to the point of destination. Whenever possible, employees traveling to the same destination at the same time shall travel in one vehicle.

### C. Toll - Parking Expenses

All tolls and parking expenses incurred on official police business or in connection with authorized or required travel shall be reimbursed upon presentation of valid receipts therefore.

ARTICLE XV  
COMPENSATION

A. The base salaries (excluding longevity) for the years 2000, 2001, 2002 and 2003 for the following named officers and positions shall be hereinafter set forth:

	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
Det. Capt+15yrs	93,525	97,022	101,594	106,491
Det. Capt-15yrs	92,603	95,149	98,717	102,567
Captain +15yrs	91,762	95,210	99,714	104,538
Captain-15yrs	90,840	93,338	96,838	100,614
Det. Lieut+15yrs	87,785	91,124	95,475	100,134
Det. Lieut-15yrs	86,863	89,252	92,599	96,210
Lieut. +15yrs	86,022	89,313	93,596	98,181
Lieut. -15yrs	85,100	87,440	90,719	94,357
Det. Sgt. +15yrs	81,997	85,177	89,305	93,723
Det. Sgt. -15yrs	81,075	83,304	86,428	89,799
Sgt 3rd +15yrs	80,234	83,365	87,425	91,770
Sgt 3rd -15yrs	79,312	81,493	84,549	87,846
Sgt 2nd +15yrs	76,407	79,433	83,346	87,531
Sgt 2nd- 15yrs	75,485	77,561	80,469	83,608
Sgt 1st +15yrs	73,295	76,235	80,028	84,084
Sgt 1st -15yrs	72,372	74,362	77,151	80,160

The salaries herein provided for shall take effect as of January 1, 2000, January 1, 2001, January 1, 2002 and January 1, 2003 respectively.

B. Any superior officer assigned as a Detective shall begin receiving the above listed detective salary immediately upon being assigned to the Investigative Division.

C. Any member who is directed by a superior to perform services of a type required of an employee of a higher rank for a period of one (1) full work day shall be considered as acting in the capacity of that higher rank and shall be paid at the rate of pay of the higher rank.

ARTICLE XVI  
PERSONNEL FILES

- A. Prior to each entry in the personnel file, the officer shall be notified of the proposed entry.
- B. The contents of the personnel file shall be confidential. However, on the anniversary date of the appointment of each officer, each such officer shall be entitled to personally review the contents of his or her file upon reasonable notice to the Chief of Police.
- C. In the event charges are preferred against an officer, such officer or his or her counsel, or, at the appointment of the officer, a representative of the SOA, may have access to the contents of the file of the officer against whom the charges are pending in order that said officer may properly prepare his or her defense to such charges.

ARTICLE XVII  
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Township agrees to make available to the SOA at the expense of said SOA any and all public documents on the same basis that such public documents are available to the general public.
- B. The elected officers of the SOA, at the discretion of the Chief of Police, shall be permitted to attend SOA meetings.
- C. Nothing contained herein shall abridge the right of any duly authorized representative of the SOA to represent the views of the SOA to the citizens of the Township on issues which affect the welfare of its members. The SOA shall be allowed to continue the solicitation of contributions to sell tickets to fund raising events in accordance with existing statutes and regulations.
- D. Up to three members of the SOA shall be allowed time off with pay to attend a convention or seminar pertaining to employer/employee relations or associated topics, or any meeting of a county or regional association of like purpose and scope.
- E. There shall be not more than five (5) members of the SOA Negotiating Committee. These members shall be granted leave from duty with full pay for all meetings between the Township and the SOA for the purpose of negotiating an agreement when such meetings take place at a time during which such members of the SOA committee are scheduled to be on duty. The names of the members of the SOA Negotiating Committee shall be furnished to the Chief of the Department within forty-eight (48) hours after their appointment.

ARTICLE XVIII  
MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Township government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend or discharge for just cause in accordance with the law, to assign, promote or transfer, to determine the amount of overtime to be worked, schedules of work, and to make reasonable and binding rules which shall not be inconsistent with this Agreement or with applicable State and Federal Law.

ARTICLE XIX  
RETENTION OF BENEFITS

It is the intention of the parties hereto that all conditions of employment and other benefits which are presently in existence between the parties to this contract but which are not specifically mentioned in this contract shall be continued at the same level as presently in existence until the execution of a new contractual agreement between the parties.

ARTICLE XX  
EMBODIMENT OF AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding - and settlement by the parties of all bargainable issues, which were or could, have been the subjects of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This agreement shall not be modified in whole or in part except by an instrument in writing only, executed by both parties.

ARTICLE XXI  
MISCELLANEOUS

- A. The Township agrees that the existing "Work in Blue" program, as authorized by ordinance, shall be continued during the term of this Agreement.

B. The Township agrees to maintain, at a level subject to the Chief's discretion, a system which will guarantee the safety of all moving and other equipment maintained by the Department.

C. All reasonable efforts shall be made to conduct negotiations, grievance proceedings and related conferences involving members of the SOA and the Chief of Police of the Township during non-working hours. However, when urgency demands that such matters be conducted during working hours, leave shall be granted for such authorized SOA members to attend such meetings during working hours without any loss of pay.

D. Rights of Employees in Disciplinary or Other Investigations:

1. When an employee is being interrogated in connection with an investigation, the Township will endeavor to conduct it during normal-duty hours.

2. The Township will endeavor to inform the employee of the nature of the investigation before the interrogation commences, provided that the disclosure of the nature of the investigation is not detrimental to the investigation.

3. Consistent with applicable court decisions, the employee will be given his or her rights if he or she is placed under arrest or if he or she is a suspect or a target in a criminal investigation.

4. If disciplinary or criminal charges are formally instituted against any employee, he or she will be afforded an opportunity to consult with counsel or a SOA representative before further questioning.

5. An employee's home telephone number and address will not be disclosed to any person who is not a member of the Union Police Department.

E. The Township recognizes that police officers, when not on an assigned tour of duty, may be required to perform police functions pursuant to rules and regulations and/or general or special orders. Whenever any such police function or functions are performed pursuant to and within the scope of said rules and regulations and/or general or special orders, the Township hereby determines that such police officers so performing such functions are to be considered as performing police duty to the same extent and purpose as if he or she were on an assigned tour of duty.

## ARTICLE XXII

### AGENCY SHOP

Any employee in the bargaining unit on the effective date of this Agreement who does not join the SOA within ninety (90) days thereafter, any new member who does not join within ninety (90) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall pay a representation fee to the Union by automatic payroll deduction subject to the following conditions.

(1) The maximum representation fee in lieu of dues assessed non-members in any dues year<sup>1</sup> shall be the lower of:

a. Eighty-five percent of the regular membership dues, fees and assessments charged by the Association to its own members.

b. Regular membership dues, fees and assessments charged by the Association to its own members, reduced by the percentage amount spent during the most recently completed fiscal year<sup>2</sup> by the Association and any affiliate of the Association in lieu of dues as to how to request review of the amount assessed as a representation fee in lieu of dues.

c. The name and address of the financial institution where the Association maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute. The interest rate of the account in effect on the date the notice required by (2) above be issued shall also be disclosed.

d. The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the representation fee is set, and the schedule by which the fee will be deducted from pay.

(3) The Association shall provide a copy of the demand and return system referred to in Section 2(b) to the Township Administrator.

(4) Each non-member shall be afforded a period of at least 30 days after the Association has provided the information described in Section 2 within which to file a request for review of the amounts assessed by the Association as the non-member's representation fee in lieu of dues.

(5) Any request for review of a representation fee in lieu of dues, filed within the time period set by the Association in accordance with (4) above, will be deemed effective to entitle the employee to a return of any portion of the employee's representation fee in lieu of dues which is determined to be non-chargeable to the employee.

(6) Prior to receiving representation fees in lieu of dues in any dues year, the Association shall open an interest-bearing escrow account in any financial institution in which to place all or part of representation fees in lieu of dues to be collected from non-members who have filed timely requests for review pursuant to Section 4 and 5.

(7) The Association shall place in escrow any amount, which is reasonably in dispute.

(8) Proceedings in the demand and return system established by the Association pursuant to N.J.S.A. 34:13A-5.6 shall be completed within 60 days after the commencement of payroll deductions of representation fees in lieu of dues for the current dues year.

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<sup>1</sup> As defined in N.J.A.C. 19:17-3.2

<sup>2</sup> As defined in N.J.A.C. 19:17-3.1

- (9) After 60 days from the commencement of payroll deductions of representation fees in lieu of dues for the current dues year, or the completion of demand and return system proceedings, whichever date is earlier, any non-member who has a pending request for review shall be deemed to have exhausted demand and return system proceedings pursuant to N.J.A.C. 1:204.1 and N.J.A.C. 19:174.5 and may file a petition of appeal with the New Jersey Public Employment Relations Commission Appeal Board in accordance with N.J.A.C. 1:20-6.1.
- (10) If the Association has commenced, but has not completed demand and return system proceedings within the time set forth in (8) above, it shall continue such proceedings to completion, notwithstanding the filing of petitions with the Appeal Board by non-members who have requests for review pending with the majority representative unless all pending requests have been withdrawn or presented to the Appeal Board.
- (11) This section shall also apply to demand and return system proceedings conducted by any affiliate of the Association which receives any portion of the representation fees in lieu of dues paid or payable to the Association.
- (12) On completion of demand and return system proceedings, a written decision shall be served on each non-member whose request for review of the fee is involved in such proceeding.
- (13) If the demand and return system proceeding results in a determination that the amount charged to the non-member were in excess of the amount allowed by statute, such excess amount shall accompany the written decision.
- (14) If the amount returned is equal to or less than the portion of the non-member's representation fee held in the Association's escrow account, then the actual interest earned on the amount returned shall be paid to the non-member.
- (15) If the amount returned is greater than the portion of the non-member's representation fee held in the Association's escrow account, then the non-member will receive interest payable at the judgment rate for the entire amount of the rebate. (See NJ Court Rules, R. 4:42-1.1).
- (16) A petition of appeal seeking review by the Appeal Board of a representation fee in lieu of dues charged by the Association pursuant to N.J.S.A. 34-13A-5.5 shall be filed within six months after payroll deductions to collect the petitioner's fee have commenced.

### ARTICLE XXIII

#### SEVERABILITY

If any of the provisions of this Agreement shall be held to be invalid or unenforceable by a court or administrative agency of competent and final jurisdiction, the remainder of the provisions of this Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to



be invalid or unenforceable as above indicated, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XXIV  
TERMINATION OF SERVICE

A. Except as otherwise provided herein:

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

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

b. 78 hours severance pay at the retiring rate of pay.

c. The money value of the unused sick leave days based upon the salary in the year of the retirement in accordance with the following:

1. Employees shall be entitled to an honorable termination incentive bonus whereby any employee terminating his or her service with the Township after fifteen (15) years of honorable service will be entitled to forty (40) percent of the monetary value at the time of termination of the accumulated unused sick days in the account of each of said employees. However, employees newly hired by the Township after July 1, 1996 shall have payment of their unused sick days capped at \$25,000.00.

2. Such payment shall be made at the time any such employee so terminating his or her service enters on to terminal leave.

3. In the instance of the death of any employee entitled to the payment herein authorized after the same has accrued, such payment shall be made to the estate of such decedent or to such person as may be designated by him or her, in writing, during his or her lifetime.

d. Salary to date of retirement.

e. Reimbursement for all unused Compensatory Time.

B. Employees terminating their employment within the meaning of Section A (1) prior to July 1 shall receive one-half (1/2) of the benefits listed in Section A (1)(a) and 100% of (b)-(e). Employees terminating their employment within the meaning of Section A on or after July 1 shall receive the full benefits listed in Section A (1) (a) - (e).

C. Except as provided in paragraph D hereof, any member of the Department retiring or dying or otherwise terminating his or her service with the Department prior to twenty-five (25) years of service will be entitled to the following:

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

2. The money value of the unused sick leave days based upon the salary in the year of the retirement in accordance with Section A (1) (c) above.

3. Salary to date of termination.

4. Reimbursement of all unused Compensatory Time.

D. Any member of the department resigning prior to fifteen (15) years of service therewith will be entitled to the following:

1. Money value of such vacation as may have been earned by him or her in the year prior to his or her resignation and not taken by him or her and the money value of the full term of vacation to which he or she would be entitled in the year of his or her resignation in accordance with past practice.

2. Reimbursement for all unused Compensatory Time.

E. Any member dismissed from the Department for any cause whatsoever shall forfeit any and all continuing medical benefits provided for in this contract.

F. All monies due upon retirement of a member from active police service shall be payable as follows:

1. One half (1/2) of the total amount due to the member shall be paid upon the member's date of retirement, with the remainder to be paid during the first week of January in the year immediately following said member's retirement.

2. A member shall retain the option to extend the pay out of monies due upon retirement not to extend more than three years beyond the year of said member's retirement. If this option is exercised, all payments due will be in equal installments no later than the first week of January of each subsequent year.

## ARTICLE XXV

### EDUCATION

A. Any member, with the approval of the Township, may be granted leave of absence with pay, to attend an accredited college or university in which he is taking courses relating to Criminal Justice.

B. Any member attending any Criminal Justice related course or courses, whether on his own time or with a leave from duty, shall, if the course is approved by the Chief of Police, be reimbursed by the Township for tuition, books, travel and other necessary expenses in connection with said course or courses. Any member requesting reimbursement must satisfactorily complete said course or courses and provide the Chief of Police evidence of said satisfactory completion.

C. Said reimbursement shall be for the actual value of receipts or other proof of expenses submitted as authorized by the Chief of Police at the time of his authorization in paragraph B above.

D. Any member attaining an Associate's Degree shall be paid \$500.00 each year and any member attaining a Bachelor's Degree, or greater, shall be paid \$1000.00 each year. Said payments shall be made upon proof of attainment of the degree to the Township in a lump sum on the first day of December.

#### ARTICLE XXVI

#### NO-STRIKE PLEDGE

The SOA covenants and agrees that during the term of this Agreement neither the SOA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike.

#### ARTICLE XXVII

#### NON-DISCRIMINATION

Neither the Township, nor the SOA shall discriminate against any employee because of race, religion, sex, age, national original, or SOA membership or non-membership, or SOA activity or non-activity.

#### ARTICLE XXVIII

#### TERM AND RENEWAL

A. This Agreement shall be effective as of January 1, 2000 and continue in effect until December 31, 2003, or until a new agreement is executed, whichever is later.

B. Negotiations for a successor agreement shall commence no later than September 1, 2003 and shall be governed by the rules and regulations of the New Jersey Public Employment Relations Commission.

C. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefits shall apply effective January 1, 2000, only for employees on the Township's payroll as of the date of the signing of this Agreement. This exclusion shall only apply to employees who are terminated for cause or who resign under less than honorable conditions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their  
Hands and seals on this 28<sup>th</sup> day of July, 2000.

SUPERIOR OFFICERS' ASSOCIATION  
OF THE TOWNSHIP OF UNION

BY: *Charles J. Henry*  
PRESIDENT

TOWNSHIP OF UNION  
IN THE COUNTY OF UNION

BY: *Joseph Howard*  
CHAIRMAN  
TOWNSHIP COMMITTEE

ATTEST: *Frank M. Remondelli*  
VICE PRESIDENT

ATTEST: *Nancy / [Signature]*  
TOWNSHIP CLERK