

3-0094

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

THIS BOOK DOES
NOT CIRCULATE

DUGAN, TUCKER AND SAVAGE, ESQS
475 WATCHUNG AVENUE
WATCHUNG, NEW JERSEY 07060
201-754-0077

A G R E E M E N T

THIS AGREEMENT MADE THIS DAY OF
1972, 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, HEREIN-
AFTER REFERRED TO AS THE "FBA",

WITNESSETH:

WHEREAS, THE PARTIES HAVE CARRIED ON COLLECTIVE
BARGAINING FOR THE PURPOSE OF DEVELOPING A CONTRACT COVERING
WAGES, HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT;

NOW, THEREFORE, IN CONSIDERATION OF THE 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 FBA AS
FOLLOWS:

ARTICLE I

RECOGNITION

THE EMPLOYER HEREBY RECOGNIZES THE AFOREMENTIONED
FBA AS THE EXCLUSIVE COLLECTIVE NEGOTIATING AGENT FOR ALL
PATROLMEN, DETECTIVES AND POLICEWOMEN OF THE POLICE DEPART-
MENT 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

ARTICLE II

DEFINITIONS

- A. "PBA" MEANS THE UNION CITY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #8.
- B. "MEMBER OR EMPLOYEE" MEANS A PERSON EMPLOYED BY THE POLICE DEPARTMENT OF THE CITY OF UNION CITY.
- C. "SERVICE OR LENGTH OF SERVICE" SHALL INCLUDE SERVICE WITH THE POLICE DEPARTMENT OF THE CITY OF UNION CITY.
- D. "DEPARTMENT" MEANS UNION CITY POLICE DEPARTMENT.
- E. "EMPLOYER" MEANS THE UNION CITY POLICE DEPARTMENT INCLUDING THE MAYOR AND THE BOARD OF COMMISSIONERS.
- F. "CHIEF" MEANS THE CHIEF OF POLICE.
- G. "IMMEDIATE SUPERVISOR" MEANS THE IMMEDIATE SUPERVISING OFFICER OF THE MEMBER CLAIMING GRIEVANCE.
- H. "DEPARTMENT HEAD" MEANS THE COMMISSIONER OF PUBLIC SAFETY.
- I. "GRIEVANCE" SHALL MEAN A CLAIMED VIOLATION, MIS-INTERPRETATION OR INEQUITABLE APPLICATION OF THE EXISTING RULES, PROCEDURES, OR REGULATIONS COVERING WORKING CONDITIONS APPLICABLE TO THE MEMBERS OF THE DEPARTMENT AND SHALL INCLUDE ALL THE PROVISIONS OF THIS AGREEMENT.
- J. "ASSOCIATION OFFICER" REFERS TO OFFICERS OR REPRESENTATIVES OF THE PBA.

Debate
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L. "GRIEVANCE COMMITTEE" MEANS A COMMITTEE DESIGNATED BY THE PBA TO REVIEW, SCREEN, AND ADJUST GRIEVANCES PRESENTED BY THE EMPLOYEES.

M. "REPRESENTATIVE" MEANS OFFICERS OR MEMBERS OF THE PBA AUTHORIZED TO REPRESENT ITS MEMBERS IN THE ADJUSTMENT OF GRIEVANCES OR OTHER MATTERS AFFECTING THE EMPLOYEES.

N. "CITY" MEANS THE MAYOR AND THE BOARD OF COMMISSIONERS OF THE CITY OF UNION CITY, COUNTY OF HUDSON, NEW JERSEY.

O. "SHIFT COMMANDER" MEANS THE HIGHEST RANKING SUPERVISOR ON THE SHIFT.

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 IVREPRESENTATIVES AND MEMBERS

A. DULY APPOINTED REPRESENTATIVES OF THE FBA 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, GRIEVANCES, 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 FBA ^(RES OR SIMILAR DEPT.) REPRESENTATIVE 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.

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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 MANNER 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, PREFEREABLY WHEN THE MEMBER OF THE FORCE IS ON DUTY, UNLESS THE EXIGENCIES OF THE INVESTIGATION DICTATE OTHERWISE, IN WHICH EVENT REASSIGNMENT OF THE MEMBER OF THE FORCE SHOULD BE EMPLOYED. IF ANY TIME IS LOST, THE MEMBER OF THE FORCE SHALL BE COMPENSATED.

(2) THE INTERROGATION SHALL TAKE PLACE AT A LOCATION DESIGNATED BY THE CHIEF OF POLICE, THE COMMISSIONER OF PUBLIC SAFETY OR THE MAYOR. USUALLY IT WILL BE AT HEADQUARTERS OR THE LOCATION WHERE THE INCIDENT ALLEGEDLY OCCURRED.

(3) THE MEMBER SHALL BE INFORMED OF THE NATURE OF THE INVESTIGATION BEFORE ANY INTERROGATION COMMENCES, INCLUDING THE NAME OF THE COMPLAINANT. 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.

(4) 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.

(5) THE COMPLETE INTERROGATION OF THE MEMBER SHALL BE RECORDED MECHANICALLY OR BY A DEPARTMENT STENOGRAPHER. THERE WILL BE NO "OFF THE RECORD" QUESTIONS. ALL RECESSES CALLED DURING THE QUESTIONING SHALL BE RECORDED.

(6) 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.

(7) 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, HE SHALL BE GIVEN HIS RIGHTS PURSUANT TO THE CURRENT DECISIONS OF THE UNITED STATES SUPREME COURT.

(8) 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.

SECTION 2.

THE CITY AND THE PBA WILL NOT DISCRIMINATE AGAINST AN EMPLOYEE WITH RESPECT TO WAGES, HOURS, OR ANY TERMS OR CONDITIONS OF EMPLOYMENT BY REASON OF RACE, CREED, COLOR, NATIONAL ORIGIN, AGE, SEX OR MARITAL STATUS, EXCEPT AS SUCH CONDITIONS MAY CONSTITUTE BONA FIDE OCCUPATIONAL OR ASSIGNMENT QUALIFICATIONS.

SECTION 3.

THE CITY RECOGNIZES THE RIGHT OF EVERY EMPLOYEE OF THIS POLICE DEPARTMENT TO FREELY ORGANIZE, JOIN AND SUPPORT THE PBA AND AGREES THAT IT SHALL NOT DIRECTLY OR INDIRECTLY DISCOURAGE, DEPRIVE OR COERCE, NOR DISCRIMINATE AGAINST ANY

ARTICLE VIPBA ACTIVITYSECTION 1.

A. THE REPRESENTATIVE(S) OF THE PBA HAVING BUSINESS WITH 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 A REGULAR TOUR OF DUTY.

SECTION 2.

A. THE CITY SHALL PERMIT MEMBERS OF THE PBA GRIEVANCE COMMITTEE (NOT TO EXCEED THREE (3)) TO CONDUCT THE BUSINESS OF THE COMMITTEE WHICH CONSISTS OF CONFERRING WITH EMPLOYERS 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 THE PBA REPRESENTATIVES SO AUTHORIZED BY THE PBA, NOT TO EXCEED ~~SIX (6)~~ ^{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 THE NECESSARY TIME OFF WITHOUT LOSS OF PAY TO TIME TO THE MEMBERS OF THE PBA SELECTED AS DELEGATES 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. 11:26C-4. *Spell out what is done for each convention*

D. IN ADDITION, THE PRESIDENT AND THE STATE DELEGATE OF THE PBA SHALL BE GRANTED TIME OFF, WITHOUT LOSS OF TIME OR PAY, TO ATTEND STATE OR COUNTY CONFERENCE MEETINGS, OR TO ATTEND EDUCATIONAL CONFERENCES IN WHICH THEIR ORGANIZATION PARTICIPATES OR WHICH THEIR ORGANIZATION SPONSORS, OR ANY LIKE FUNCTIONS, PROVIDED HOWEVER, THAT THE CHIEF OF POLICE IS NOTIFIED AS TO THE LENGTH OF TIME OFF IS DESIRED.

E. THE CITY AGREES THAT THE PRESIDENT AND/OR THE STATE DELEGATE OF THE PBA MAY AT ANY TIME GO OFF POST ON PBA BUSINESS, BUT IN DOING SO THEY MUST NOTIFY HEADQUARTERS BEFOREHAND. *provided they are not both to be on duty;*

ARTICLE VIILEAVE 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 RE-INSTATED. SAID LEAVE MAY NOT BE ARBITRARILY OR UNREASONABLY WITHHELD. THE DIRECTOR OF PUBLIC SAFETY MUST APPROVE THE REQUEST FOR THE LEAVE.

ARTICLE VIIIPERSONAL LEAVE

A. LEAVE SHALL BE GRANTED 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. NOTIFICATION 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. THE CITY AGREES THAT A 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.

From the minutes of the Board of City of ...

C. A MEMBER MAY REQUEST THAT THE CITY GRANT HIM LEAVE EQUAL TO BACK TIME OWED TO HIM. THE CITY SHALL NOTIFY SAID MEMBER NO LATER THAN SEVENTY-TWO (72) HOURS, EXCEPT IN CASE OF EMERGENCY, PRIOR TO THE DATE THE REQUESTED LEAVE IS TO COMMENCE AS TO WHETHER SAID LEAVE SHALL BE GRANTED.

D. THE CITY AGREES THAT A MAXIMUM NUMBER OF SEVEN (7) WORKING DAYS BE GRANTED TO A MEMBER FOR PATERNITY LEAVE. THE CHIEF OF POLICE MUST BE NOTIFIED IN WRITING THAT SUCH LEAVE WILL BE DESIRED.

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ARTICLE IX

SICK LEAVE

SICK LEAVE SHALL BE GRANTED TO ALL PERSONNEL WHO ARE PHYSICALLY OR MENTALLY UNABLE TO PERFORM THEIR DUTIES AS CERTIFIED BY A DULY LICENSED PHYSICIAN. THIS LEAVE SHALL BE UNLIMITED.

ARTICLE X

PERSONAL LEAVE DAYS

SECTION 1.

PERSONAL LEAVE DAYS TO BE GIVEN PER YEAR AS FOLLOWS:

- ONE (1) DAY FOR ONE (1) YEAR OF SERVICE
- TWO (2) DAYS FOR TWO (2) YEARS OF SERVICE
- THREE (3) DAYS FOR THREE (3) YEARS OF SERVICE
- FOUR (4) DAYS FOR FOUR (4) YEARS OF SERVICE
- FIVE (5) DAYS FOR FIVE (5) YEARS OF SERVICE OR MORE

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THESE PERSONAL LEAVE DAYS MUST BE USED UP WITHIN EACH YEAR. THESE LEAVE DAYS MAY NOT BE APPLIED TO VACATION TIME EXCEPT WITH THE APPROVAL OF THE CHIEF OF POLICE.

SECTION 2.

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 ARTICLE, "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 ARTICLE "IMMEDIATE FAMILY" SHALL BE DEFINED AS A MEMBER'S WIFE, CHILD, STEP-CHILD, MOTHER OR FATHER.

(C) *It is understood that this leave shall be granted for the purpose of attending the baptism, communion, confirmation, graduation or marriage of a member's immediate family, time period not to exceed eight (8) hours.*
TO ATTEND THE BAPTISM, COMMUNION, CONFIRMATION, GRADUATION OR MARRIAGE OF A MEMBER'S IMMEDIATE FAMILY, TIME PERIOD NOT TO EXCEED EIGHT (8) HOURS.

FOR THE PURPOSE OF THIS ARTICLE "IMMEDIATE FAMILY" SHALL BE DEFINED AS A MEMBER'S SON OR DAUGHTER.

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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 OR 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 SETTLED IN FAVOR OF THE GRIEVANT AND SUCH SETTLEMENT SHALL BE CONSIDERED FINAL AND

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BINDING UPON THE CITY, THE MEMBER OR 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 COMMITTEEMEN, WHO SHALL DISCUSS THE GRIEVANCE WITH 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 48 HOURS, 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 OF 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 THREE (3) WORKING 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 ON A 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 ONE WEEK 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 ONE WEEK AFTER THE GRIEVANCE HAS BEEN SUBMITTED TO HIM.

STEP 3.

A. IF A SATISFACTORY SETTLEMENT CANNOT BE REACHED AT THE SECOND STEP, THE GRIEVANCE SHALL BE REFERRED TO THE APPEAL BOARD WHICH SHALL CONSIST OF THREE MEMBERS, ONE APPOINTED BY THE MAYOR OF UNION CITY, ONE APPOINTED BY THE PBA AND THE THIRD APPOINTED BY THE TWO APPOINTED AS PROVIDED IN THIS SUB-DIVISION.

B. THE APPEAL BOARD SHALL PROCEED WITH THE DISPOSITION OF THE MATTER WITH THE UTMOST OF DISPATCH AND THE DECISION OF THE APPEAL BOARD SHALL BE BINDING ON THE CITY AND THE PBA.

STEP 4.

A. THE AFOREMENTIONED APPEAL BOARD SHALL ADHERE TO THE PROCEDURES AND ARBITRATE GRIEVANCES BROUGHT TO IT AS SET FORTH IN THIS SECTION.

B. TESTIMONY WILL BE TAKEN IN THE MATTER OF THE GRIEVANCE.

C. THAT THE TESTIMONY SHALL BE TAKEN UNDER OATH SHALL BE TRANSCRIBED.

D. THE COST OF THE STENOGRAPHER SHALL BE BORNE BY THE CITY AND THE PBA EQUALLY.

I. THE BOARD WILL HAVE THE RIGHT TO QUESTION ANY AND ALL OF THE PERSONS WHO GIVE TESTIMONY DURING SUCH HEARING. HOWEVER, NO MEMBER OF THIS BOARD SHALL HAVE THE RIGHT TO CONDUCT THE EXAMINATION OF ANY WITNESS FOR EITHER PARTY.

J. ALL OF THE TESTIMONY TAKEN IN THIS HEARING SHALL BE REDUCED TO WRITING. EACH MEMBER OF THE BOARD WILL BE FURNISHED WITH ONE COPY THEREOF ONE SHALL BE FURNISHED TO THE CITY AND ONE SHALL BE FURNISHED TO THE FBA, OR A TOTAL OF FIVE (5) COPIES WILL BE DISTRIBUTED.

K. THE DECISION OF THE BOARD SHALL BE RETURNED, IN WRITING, WITHIN THIRTY (30) DAYS AFTER ALL MEMBERS OF THE BOARD SHALL HAVE RECEIVED A WRITTEN TRANSCRIPTION OF THE FINAL MINUTES OF THE PROCEEDING.

L. A DECISION SHALL BE BASED UPON AN AGREEMENT OF TWO OR MORE MEMBERS OF THE BOARD.

M. IT IS HEREBY AGREED BY THE BOARD THAT THE CITY AND THE FBA SHALL HAVE THE RIGHT TO SUBPOENA SUCH WITNESSES AS ARE DESIRED TO PRESENT THE CASE AND THE COST OF SUBPOENAING THE WITNESS FOR EACH SIDE SHALL BE BORNE BY THE PARTY SUBPOENAING SUCH WITNESS.

N. THAT THE SITE FOR THE TAKING OF TESTIMONY SHALL BE CITY HALL, CITY OF UNION CITY, NEW JERSEY, IN THE COURT ROOM LOCATED ON THE SECOND FLOOR OF CITY HALL THAT SAID SITE IS AGREED BY THE BOARD.

ARTICLE XIV

DISCIPLINARY ACTION

A. IN THE EVENT THAT AN INVESTIGATION RESULTS IN THE INSTITUTION OF DISCIPLINARY ACTION, IF THE INVESTIGATED EMPLOYEE SO REQUESTS, THE PBA MAY DESIGNATE A REPRESENTATIVE TO PARTICIPATE AT ALL STAGES OF THE PROCEEDINGS IF IT SO ELECTS, AND SHALL BE PROVIDED WITH COPIES OF THE CHARGES AND SPECIFICATIONS, RECOMMENDATIONS AND DECISIONS.

B. 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.

C. 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.

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ARTICLE XV

REOPENING DISCUSSIONS

THE CITY AND THE PBA HAVE AGREED THAT, AT THE REQUEST OF THE PBA, DISCUSSIONS SHALL TAKE PLACE BETWEEN THE PARTIES TO

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DETERMINE WHETHER OR NOT A SPECIFIC NUMBER OF PERSONAL DAYS LEAVE MAY BE GRANTED TO MEMBERS OF THE PBA WITHOUT LOSS OF PAY.

THE REOPENING CLAUSE MAY BE EXERCISED BY THE PBA AT ANY TIME ON OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

THE CITY HAS FURTHER AGREED THAT IF SUCH DISCUSSIONS BETWEEN THE PARTIES DO NOT RESULT IN A RESOLUTION WHICH IS SATISFACTORY TO EITHER OF THE PARTIES, EITHER MAY SEEK THE AID OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION IN ESTABLISHING A FACT FINDING BOARD TO HEAR THE CONTENTIONS OF THE RESPECTIVE PARTIES AND TO ISSUE SUCH FACT FINDING REPORT AS SUCH BOARD MAY DEEM WARRANTED IN THE CIRCUMSTANCES. THE PARTIES FINALLY AGREE THAT THE REPORT OF SUCH FACT FINDING BOARD, IF ISSUED, SHALL NOT BE BINDING UPON EITHER PARTY TO THIS AGREEMENT.

ARTICLE XVI

SALARIES

EFFECTIVE JANUARY 1, 1978, THE SALARY SCHEDULE FOR ALL OFFICERS RECOGNIZED AS BEING REPRESENTED BY THE PBA SHALL BE AS SET FORTH AS IN SCHEDULE A WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

ALL MEMBERS SHALL RECEIVE OVERTIME PAY AT A RATE OF TIME AND ONE HALF, FOR ALL HOURS WORKED IN EXCESS OF THE NORMAL WORK WEEK. OVERTIME SHALL INCLUDE HOURS SPENT IN APPEARANCES COMPELLED BY SUBPOENA OR DIRECTED BY SUPERIOR OFFICERS BEFORE CRIMINAL COURTS, PETIT JURIES, GRAND JURIES, SUPPRESSION HEARINGS, JURVENILE COURT, MOTION PRACTICE AND APPELLATE MATTERS, ALL INSOFAR AS THEY MAY RELATE TO THE REGULAR AND NORMAL DUTIES OF A LAW ENFORCEMENT OFFICER AND FURTHER INCLUDING APPEARANCES REQUIRED BEFORE ADMINISTRATIVE AGENCIES INCLUDING BUT NOT LIMITED TO ABC HEARINGS, STATE INVESTIGATING COMMISSION HEARINGS OR STATE MOTOR VEHICLE HEARINGS. IN COMPUTING OVERTIME SPENT IN THE AFOREMENTIONED APPEARANCES THE TIME SHALL COMMENCE UPON THE MEMBER'S DEPARTURE FROM THE POLICE STATION AND SHALL TERMINATE ON HIS RETURN THERETO.

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 TIME AND ONE HALF OF THE AVERAGE HOURLY RATE FOR A NORMAL WORK WEEK.

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 THE RATE OF TIME AND ONEHALF OF THE AVERAGE HOURLY RATE FOR A NORMAL WORK WEEK.

IF AN EMPLOYEE IS REQUIRED TO WORK LONGER THAN HIS EIGHT (8) HOUR TOUR OF DUTY, HE SHALL RECEIVE OVERTIME AT THE

RATE OF TIME AND ONE HALF OF THE AVERAGE HOURLY RATE FOR A NORMAL WORK WEEK.

IN ADDITION TO THE ANNUAL SALARIES HEREINABOVE MENTIONED, ALL MEMBERS OF THE DEPARTMENT ASSIGNED TO PLAINCLOTHES OR DETECTIVE DUTY SHALL RECEIVE AN ADDITIONAL \$500.00 PER ANNUM FOR EACH YEAR OF TERM OF THIS AGREEMENT.

A. IN ADDITION TO THE ANNUAL SALARIES HEREINABOVE MENTIONED, MEMBERS ASSIGNED AS RADIO OPERATORS OR DISPATCHERS SHALL RECEIVE AN ADDITIONAL \$500.00 PER ANNUM FOR EACH YEAR OF THE TERM OF THIS AGREEMENT.

IN ADDITION TO THE ANNUAL SALARIES AS HEREINABOVE MENTIONED, ALL MEMBERS OF THE DEPARTMENT HAVING 3 TO 5 YEARS OF SERVICE SHALL RECEIVE A LONGEVITY INCREMENT AT THE RATE OF 2 PER CENT OF BASE PAY; 6 TO 8 YEARS OF SERVICE, 6 PER CENT OF BASE PAY; 9 TO 11 YEARS OF SERVICE, 9 PER CENT OF BASE PAY; 12 TO 15 YEARS OF SERVICE, 12 PER CENT OF BASE PAY; 15 YEARS OF SERVICE, 15 PER CENT OF BASE PAY

THE CITY SHALL COMMENCE PAYMENT OF LONGEVITY INCREMENTS ON THE DAY IMMEDIATELY FOLLOWING THE TERMINATION DATE OF THE PREREQUISITE TIME PERIOD.

LONGEVITY INCREMENTS SHALL BE PAID BI-WEEKLY AS ARE SALARIES.

NO MEMBER SHALL BE REQUIRED TO ACCEPT AN OVERTIME REQUEST EXCEPT IN CASE OF EMERGENCY.

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.

IN ADDITION TO THE ANNUAL SALARIES HEREINABOVE MENTIONED, ALL MEMBERS OF THE DEPARTMENT WORKING BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. WILL RECEIVE A DIFFERENTIAL OF TWENTY FIVE (25¢) CENTS PER HOUR.

ARTICLE XVII

CLOTHING ALLOWANCE

EMPLOYEES SHALL BE GIVEN THE SUM OF THREE HUNDRED FIFTY (\$350.00) DOLLARS CLOTHING ALLOWANCE PER YEAR, \$175.00 TO BE PAID ON JANUARY 1 AND \$175.00 TO BE PAID ON JULY 1.

ARTICLE XVIII

WORKING HOURS

THE WORK DAY SHALL CONSIST OF NOT MORE THAN EIGHT (8) CONSECUTIVE HOURS IN A TWENTY FOUR (24) HOUR PERIOD, EXCEPT AS MUTUALLY AGREED TO BY THE PARTIES.

ALL NON-TOUR MEN WILL WORK A REGULAR FOUR (4) DAY WEEK OR THIRTY TWO (32) HOURS PER WEEK.

FOUR MEN SHALL WORK TOURS OF FOUR (4) DAYS ON AND THREE (3) DAYS OFF, FOUR (4) DAYS ON AND THREE (3) DAYS OFF, FOUR (4) DAYS ON AND (4) DAYS OFF OR NINETY SIX (96) HOUR SWING.

ARTICLE XIXVACATIONSSECTION 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 UNIFORMED EMPLOYEES COVERED BY THIS AGREEMENT WHO HAVE COMPLETED ONE (1) YEAR OF SERVICE SHALL RECEIVE THIRTY FIVE (35) WORKING DAYS VACATION. *30 uniform at present*

B. ALL MEN ASSIGNED AS DETECTIVES AND MOTORCYCLE DIVISION AND COVERED BY THIS AGREEMENT SHALL RECEIVE FORTY FIVE (45) WORKING DAYS VACATION. *31 Det at present*

C. 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.

D. A MEMBER WHO IS ON SICK LEAVE SHALL NOT BE CHARGED WITH VACATION TIME PROVIDED, HOWEVER, THAT HE IS ON SICK LEAVE PRIOR TO THE STARTING DATE 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.

E. 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.

F. IN THE EVENT OF THE DEATH OF A MEMBER 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 MAY TAKE THEIR REMAINING VACATION DAYS CONSECUTIVELY.

SECTION 3.

EMPLOYEES SHALL NOT BE SUBJECT TO RECALL ON DAYS OFF IMMEDIATELY PRIOR OR UPON RETURN FROM VACATION, UNLESS ALL VACATIONS ARE CANCELLED DUE TO EMERGENCY.

ARTICLE XX

HOLIDAYS

SECTION 1.

ALL EMPLOYEES, IN ADDITION TO THEIR REGULAR WAGES, SHALL RECEIVE TWELVE (12) HOLIDAYS TO BE PAID IN CASH AT STRAIGHT TIME RATES, SIX (6) DAYS ON JANUARY 1 AND (6) DAYS ON JULY 1.

SECTION 2.

ALL MEMBERS SHALL RECEIVE PAY FOR THE FOLLOWING HOLIDAYS:

NEW YEARS DAY WASHINGTON'S BIRTHDAY
LINCOLN'S BIRTHDAY GOOD FRIDAY

MEMORIAL DAY	THANKSGIVING DAY
JULY FOURTH	1/2 DAY BEFORE CHRISTMAS
LABOR DAY	CHRISTMAS DAY
COLUMBUS DAY	1/2 DAY BEFORE NEW YEAR'S DAY
VETERAN'S DAY	

ARTICLE XXI

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, AND IN CASES WHERE APPLICABLE, FOR FAMILY-PLAN INSURANCE COVERING DEPENDENTS. THIS SECTION WILL ALSO APPLY TO A MEMBER WHO RETIRES ON THE DEFERRED PENSION PLAN.

(1) MED-SURGICAL PLAN OF NEW JERSEY (NEW JERSEY BLUE SHIELD PLAN OR EQUAL)

(2) HOSPITAL SERVICE PLAN OF NEW JERSEY (NEW JERSEY BLUE CROSS PLAN OR EQUAL)

(3) RIDER "J" AMENDMENTS TO EACH OF THE ABOVE.

(4) MAJOR MEDICAL COVERAGE IN THE AMOUNT NOT LESS THAN THAT ALREADY EXISTING.

B. 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. 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 PROVIDE FALSE ARREST INSURANCE IN
THE AMOUNT OF \$100,000.00 PER MAN AND \$300,000.00 PER INCIDENT.

B. THE CITY SHALL SUPPLY TO ALL EMPLOYEES ALL NECESSARY
LEGAL ADVICE AND COUNSEL IN THE DEFENSE OF CHARGES FILED AGAINST
THEM IN PERFORMANCE OF DUTY, OR THE SETTLEMENT OF CLAIMS FOR

*to the
Statutes*

PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR IN THE COURSE OF THEIR EMPLOYMENT, AND THE CITY SHALL PAY AND SATISFY ALL JUDGMENTS AGAINST SAID EMPLOYEES FROM SUCH CLAIMS.

C. 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.

ARTICLE XXII

DENTAL CARE

THE CITY SHALL PROVIDE DENTAL INSURANCE FOR MEMBERS AND THEIR DEPENDANTS IN THE AMOUNT NOT LESS THAN THOSE ALREADY EXISTING FROM THE PRUDENTIAL COMPANY OR EQUAL.

ARTICLE XXIII

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.

R. IT SHALL NOT BE MANDATORY FOR A MEMBER TO WEAR THE WORK UNIFORM WHILE REPORTING TO OR FROM THE TOUR OF DUTY.

ARTICLE XXIV

UNIFORM INSPECTIONS

THERE SHALL BE NO ANNUAL UNIFORM INSPECTION. THE DUTY OFFICER OR HIS DESIGNEE SHALL CARRY OUT THESE INSPECTIONS AT ROLL CALL.

ARTICLE XXV

MANPOWER

IT IS RECOGNIZED THAT THE HEALTH, SAFETY AND WELFARE OF MEMBERS IS DEPENDANT, IN PART, UPON AVAILABILITY OF SUFFICIENT MANPOWER. ACCORDINGLY, THE MANPOWER STRENGTH MINIMUMS ~~SHALL IN NO CASE~~ ^{WHENEVER PRACTICABLE SHALL NOT} BE LESS THAN PRESENTLY ESTABLISHED BY ORDINANCE.

ARTICLE XXVI

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 A 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 (2) MEN RADIO CARS SHALL BE MAINTAINED ON ALL SHIFTS WHENEVER POSSIBLE TWO (2) MEN RADIO CARS ARE (COMPULSORY) BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. ~~WHENEVER POSSIBLE~~

SECTION 4.

EMPLOYEES SHALL BE ALLOWED TO REMOVE THEIR HATS WHILE OPERATING IN MOTOR VEHICLES. HATS MUST BE WORN AT ALL TIMES WHEN NOT IN MOTOR VEHICLES. EMPLOYEES SHALL BE ALLOWED TO REMOVE THEIR HATS WHILE IN PUBLIC RESTAURANTS.

SECTION 5.

ALL PATROL CARS SHALL BE EQUIPPED WITH AT LEAST THE FOLLOWING EQUIPMENT:

- ONE HEAVY DUTY HANDLIGHT.
- ONE HUNDRED FEET OF HEAVY DUTY ROPE.
- ONE SERVICEABLE FIRST AID KIT.
- ONE FIRE EXTINGUISHER.
- ONE OXYGEN INHALATOR.
- ONE SNARE FOR ANIMALS.

TK.
OK

ONE THREE HUNDRED SIXTY DEGREE LIGHT (W)
(REVOLVING TYPE)

AN ELECTRONIC AUDIO WARNING DEVICE TO REPLACE SIREN
OR TO BE USED IN CONJUNCTION WITH.

BUCKET SEATS *OK*

MACE

NIGHT STICK HOLDER

PLASTIC BAGS

GLOVES --- *OUT*

SHOVEL *OUT*

ONE SHOTGUN

ONE ~~ASSIGNED~~ SCREEN DIVIDING THE FRONT AND
REAR SEATS *OK*

SECTION 6.

ALL PATROL CARS AND UNMARKED CARS SHALL BE EQUIPPED
WITH TRUNKS THAT CAN BE OPENED FROM THE INTERIOR OF THE
VEHICLE. *OK*

SECTION 7.

ALL OTHER EQUIPMENT BENEFITS CURRENTLY BEING ENJOYED
BY THE MEMBERS WHETHER BY STATUTE, LAW, ORDINANCE, RESOLUTION
OR PRECEDENT, SHALL CONTINUE TO BE IN EFFECT. *OK*
Spill...

ARTICLE XXVII

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, ^{UPON THE RECOMMENDATION} 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. ^{UPON THE RECOMMENDATION}

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

SECTION 1. APPEAL

A. A DISCHARGED OR SUSPENDED MEMBER MAY APPEAL THEREFROM BY NOTIFYING THE CITY OF HIS INTENTION SO TO DO, IN WRITING, WITHIN FIVE (5) DAYS FROM THE EFFECTIVE DATE OF THE SUSPENSION OR DISCHARGE.

B. THE APPEAL PROVIDED BY THIS ARTICLE IS IN ADDITION TO ANY APPEAL OR OTHER REMEDY PROVIDED BY THE CIVIL SERVICE ACT OR ANY OTHER STATUTE, RULE OR REGULATION.

SECTION 2. POLYGRAPH TEST

THE CITY WILL NOT REQUIRE A POLICE OFFICER TO TAKE A POLYGRAPH TEST.

Will do

*See pg 21
Adm. Div.*

SECTION 3. TERMINATION OF EMPLOYMENT

A. 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

A. 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. FIREMAN 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.

*In principle considered
Police
Fire
Compensation
OK*

OK
OK
OK

SECTION 6. FACILITIES

A. ALL SANITARY FACILITIES AND EQUIPMENT IN THE DEPARTMENT INCLUDING, BUT NOT LIMITED TO, TOILETS, SHOWERS 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

~~LUNCH FACILITIES~~

DRESS ROOM FACILITIES

Handwritten note: All not permitted

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 BE CONSIDERED POLICE ACTION AND THE EMPLOYEE SHALL HAVE ALL THE RIGHTS AND BENEFITS CONCERNING SUCH ACTION AS IF HE WERE THEN ON ACTIVE DUTY.

Handwritten note: All to be done

B. THE CITY WILL PROVIDE EACH EMPLOYEE WITH A HANDBOOK CONTAINING THE RULES AND REGULATIONS OF THE DEPARTMENT.

A COPY OF THIS WILL BE POSTED AT POLICE HEADQUARTERS.

Handwritten note: within division completed

Handwritten notes: All...
10/10

C. IN THE EVENT OF ANY CIVIL SUIT ARISING FROM THE PERFORMANCE OF ANY POLICE DUTIES IN WHICH THE MUNICIPALITY IS A PART OF 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 BOARDS, AT THE EXPENSE OF THE FBA, 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 XXIX

HANDGUNS

THE CITY AGREES TO MAKE OPTIONAL AS PART OF POLICE EQUIPMENT, THE CARRYING OF THE SMITH & WESSON MODEL #39 (9MM) AUTOMATIC HANDGUN OR THE BROWNING HI-POWER (9MM) AUTOMATIC HANDGUN. BEFORE ANY OFFICER IS PERMITTED TO CARRY THESE WEAPONS, HE MUST PROVE TO BE PROFICIENT IN ITS USE BY THE FIREARMS INSTRUCTOR.

ARTICLE XXX

QUALIFICATIONS OF EMPLOYMENT

ALL STANDARDS PRESENTLY IN EFFECT FOR ENTRANCE TO THE POSITION OF PATROLMAN SHALL BE MAINTAINED.

ARTICLE XXXI

SPECIAL TRAINING

1st Section 700.010 (COPES) (ADDITIONAL) 11/16

~~SPECIAL TRAINING~~ SHALL BE SCHEDULED DURING WORKING HOURS WHENEVER PRACTICAL.

ARTICLE XXXII

ADDITIONAL SALARY INCREASES

IF FUNDS BECOME AVAILABLE FOR ADDITIONAL SALARY INCREASES AND/OR OTHER BENEFITS DURING THE LIFE OF THIS AGREEMENT, SUCH INCREASES AND/OR BENEFITS MAY BE NEGOTIATED AND INCLUDED IN THIS AGREEMENT BY AGREEMENT OF BOTH PARTIES.

ARTICLE XXXIII

TRANSPORTATION OF MENTAL PATIENTS

MENTAL PATIENTS SHALL BE TRANSPORTED IN AN AMBULANCE ONLY AND SUCH VEHICLE WILL HAVE A QUALIFIED PERSON WITH SUCH TRAINING TO HANDLE SUCH PATIENT AND THEY MAY BE ACCOMPANIED BY A POLICEMAN.

ARTICLE XXXIV

OUTSIDE EMPLOYMENT

THE CITY AGREES THAT AN EMPLOYEE MAY OBTAIN EXTRA EMPLOYMENT IN ANOTHER FIELD DURING HIS TIME OFF, PROVIDED THAT SAID EMPLOYMENT DOES NOT INTERFERE WITH HIS PRESENT POSITION.

*Any injury in non-duty work will not be qualifying City
Please sign this form if you are injured*

ARTICLE XXXV

MUTUAL AID

THE CITY SHALL ENSURE 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.

Handwritten note: Add to further paragraph

ARTICLE XXXVI

POLICE SCHOOLS

EMPLOYEES ATTENDING POLICE COURSES OR POLICE SCHOOL WILL BE CONSIDERED TO BE ON A ~~32~~^{37 1/2} HOUR WEEK AND WILL RECEIVE STRAIGHT TIME, PAY FOR ALL HOURS OVER ~~32~~^{37 1/2} HOURS.

Handwritten note: excluding time spent in department director's court hours may be paid

Handwritten note: OUT 2

ARTICLE XXXVII

EDUCATION

A. WHEN FUNDS ARE AVAILABLE THE CITY AGREES TO DESIGNATE TWO (2) PEOPLE, AND THE PBA AGREES TO DESIGNATE TWO (2) PEOPLE WHO SHALL CONSTITUTE A TUITION REIMBURSEMENT COMMITTEE. THE COMMITTEE SHALL BE CHARGED WITH ESTABLISHING EQUITABLE CRITERIA FOR THE ADMINISTRATION OF THE PROGRAM.

Handwritten mark: 2

B. THE CITY RECOGNIZES THE NEED FOR EDUCATION BY AGREEING THAT ALL MEMBERS WHO HAVE EARNED AND ARE POSSESSED OF

Handwritten mark: B

AN ASSOCIATE DEGREE IN THE ARTS OR SCIENCES FROM AN ACCREDITED INSTITUTION OF HIGHER LEARNING SHALL RECEIVE AN ADDITIONAL TWO AND ONE HALF PER CENT (2.5%) OF ANNUAL SALARY AND FIVE PER CENT (5%) FOR A BACCALAUREATE DEGREE. ANY MEMBER CURRENTLY FURTHERING HIS EDUCATION WILL BE COMPENSATED AT THE RATE OF \$5.00 PER CREDIT EARNED, THIS WILL APPLY TO POLICE SCIENCE COURSES ONLY.

ARTICLE XXXVIII

MUSTER TIME PAY ALLOWANCE

IT IS RECOGNIZED THAT EMPLOYEES MAY BE REQUIRED FOR THE PURPOSE OF MUSTER AT THE COMMENCEMENT OF A TOUR TO REPORT TEN (10) MINUTES IN ADVANCE OF THE TOUR STARTING TIME. IN ACCORDANCE WITH THIS RECOGNITION, OVERTIME PAY AS PROVIDED FOR IN ARTICLE XVI SHALL NOT BE PAID FOR THE TEN (10) MINUTE MUSTER TIME PERIOD; BUT EACH EMPLOYEE SHALL BE PAID FOR THE YEAR 1978 THE SUM OF \$200.00 ANNUALLY, IN ADDITION TO HIS REGULAR PAY AND OTHER BENEFITS, WHICH SHALL BE KNOWN AS MUSTER TIME PAY. EXCEPT FOR SUCH MUSTER TIME PAY ALL EMPLOYEES WHO WORK OVERTIME SHALL BE PAID AT THE PREVAILING OVERTIME RATES AS SET FORTH.

ARTICLE XXXIX

PARKING FACILITIES

THE CITY SHALL MAKE AVAILABLE TO THE MEMBERS TWELVE (12) PARKING SPACES IN THE MUNICIPAL PARKING LOT. THESE SPACES MAY BE USED BY MEMBERS ONLY.

ARTICLE XXXX

TERMINAL LEAVE

THE CITY AGREES TO GRANT MEMBERS A MINIMUM OF SIX
(6) MONTHS TERMINAL LEAVE PRIOR TO RETIREMENT.

ARTICLE XXXXI

EYE CARE INSURANCE

THE CITY SHALL PROVIDE EYE CARE INSURANCE FOR
MEMBERS AND THEIR DEPENDANTS.

ARTICLE XXXXII

POLICE INTERPRETERS

IN ADDITION TO THE ANNUAL SALARIES HEREINABOVE
MENTIONED, ANY BI-LINGUAL MEMBER OF THE DEPARTMENT WHOSE SER-
VICES ARE RENDERED FOR THE PURPOSE OF INTERPRETATION, SHALL BE
COMPENSATED AT THE RATE OF \$15.00 PER DAY IN ADDITION TO HIS REGU-
LAR DAILY WAGES. THIS ARTICLE WILL APPLY ONLY WHEN THE MEMBER'S
SERVICES ARE USED IN CRIMINAL INVESTIGATIONS.

ARTICLE XXXXIII

UNION DUES

THE CITY HEREBY AGREES TO DEDUCT BI-WEEKLY FROM
THE PAY OF EACH PBA MEMBER ONE (\$1.00) DOLLAR IN PAYMENT OF DUES
IN THE PBA, PROVIDED, THAT AT THE TIME OF SUCH DEDUCTION THERE
IS IN THE POSSESSION OF THE EMPLOYER A WRITTEN AUTHORIZATION

EXECUTED BY THE EMPLOYEES AUTHORIZING SUCH DEDUCTION BY THE EMPLOYER, PRIOR TO THE REGULARLY SCHEDULED DATE OF DEDUCTION. THE EMPLOYER FURTHER AGREES TO TRANSMIT SAID DEDUCTIONS TO THE FBA MONTHLY.

ARTICLE XXXIV

TIME OF LAW ENFORCEMENT

BY ITS VERY NATURE, LAW ENFORCEMENT IS A CONSTANT RESPONSIBILITY, 24 HOURS A DAY IN ALL 7 DAYS OF THE WEEK. IN ORDER TO COVER THESE HOURS IT IS NECESSARY FOR MEMBERS TO CARRY A FIREARM WHILE ON THEIR (OFF DUTY) TIME. SINCE ALL POLICE OFFICERS ARE PRESUMED TO BE SUBJECT TO DUTY 24 HOURS PER DAY, IN ADDITION TO THE ANNUAL SALARIES HEREINABOVE MENTIONED, ALL MEMBERS OF THE DEPARTMENT WILL RECEIVE AN ADDITIONAL \$500.00 PER YEAR.

ARTICLE XXXV

DURATION

THIS AGREEMENT SHALL BECOME EFFECTIVE ON JANUARY 1, 1975 AND SHALL TERMINATE ON DECEMBER 31, 1978. IF EITHER PARTY DESIRES TO CHANGE THIS AGREEMENT IT SHALL NOTIFY THE OTHER PARTY IN WRITING AT LEAST 90 DAYS BEFORE THE EXPIRATION OF THIS AGREEMENT OF THE PROPOSED CHANGES AND THEIR DESIRES 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 SIGNATURES.

ATTEST:

CITY OF UNION CITY

_____ By _____

ATTEST:

NEW JERSEY STATE FDA
UNION CITY LOCAL #8

_____ By _____