

A G R E E M E N T

Between

THE MAYOR AND THE BOARD OF COMMISSIONERS

OF THE CITY OF UNION, CITY of

and

UNION CITY POLICE SUPERIOR OFFICERS ASSOCIATION

January 1, 1979 through December 31, 1980

Law Offices:

DORF, WALLACE and GLICKMAN, P.A.
2376 St. Georges Avenue
Rahway, New Jersey 07065
Telephone: (201) 574-9700

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A G R E E M E N T

THIS AGREEMENT made this _____ day of _____, 1980 between the Mayor and the Board of Commissioners of the City of Union City, hereinafter referred to as the "City" or "Employer," and the Union City Police Superior Officers Association, hereinafter referred to as the "PSOA".

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 be employees of the Employer recognized as being represented by the PSOA as follows:

ARTICLE I

RECOGNITION

A. The City hereby recognizes the PSOA as the exclusive representative of all its Superior Officers in the Police Department in Union City, New Jersey. Superior Officers as used herein shall mean all male and female Officers above the rank of Patrolman and/or Detective.

B. The employer hereby recognizes the PSOA as the exclusive collective negotiation agent for all Superior Officers of the Police Department and the Senior Mechanic of the City of Union City, New Jersey, but excluding the Police Chief, Deputy Chief, and all other parties classified as management personnel by the Public Employment Relations Commission.

ARTICLE II

DEFINITIONS

- A. "PSOA" means the Union City Police Superior Officers Association.
- B. "Service or Length of Service" means service with the Police Department of the City of Union City.
- C. "Department" means Union City Police Department.
- D. "Employer" means the City of Union City.
- E. "Chief" means the Chief of Police.
- F. "Immediate Supervisor" means the immediate supervising officer of the member claiming grievance.
- G. "Department Head" means the Commissioner of Public Safety.
- H. "Association Officer" refers to elected officers of the PSOA.
- I. "Executive Board" means the appointed members and the elected officers of the PSOA, as defined in the PSOA By-Laws.
- J. "Grievance Committee" means a committee designated by the PSOA to review, screen and adjust grievances presented by the employees.
- K. "Representative" means PSOA President or Executive Delegate of the PSOA authorized to represent its members in the adjustment of grievances or other matters affecting the employees.
- L. "City" means the Mayor and the Board of Commissioners of the City of Union City, County of Hudson, State of New Jersey.
- M. "Shift Commander" means the commanding officer.

ARTICLE III

MAINTENANCE OF STANDARDS

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

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

ARTICLE IV

REPRESENTATIVES AND MEMBERS

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

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

D. When a PSOA President, Executive Delegate, or their Representative meets by agreement with the City Representative during the work day, such meeting shall be without loss of pay or time.

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

ARTICLE V

EMPLOYEE RIGHTS

A. Members of the PSOA hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the PSOA. 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 PSOA shall be at a reasonable hour, preferably when the member of the PSOA is on duty.

2. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complaintant is anonymous then the officer shall so be advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the PSOA is being interrogated as a witness only, he should be so informed at the initial contact.

3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided

Employee Rights (continued)

for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

4. The interrogation of the member shall not be recorded.

5. The member of the PSOA shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts.

6. If a member of the PSOA 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.

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

C. The PSOA shall be informed prior to promulgation of any new rule or the proposed modification of any present rule. Said notice to the PSOA shall be given no later than ten (10) days before the effective date of any change. In the event

Employee Rights (continued)

the PSOA is not notified ten (10) days in advance, the PSOA may exercise its right pursuant to law such rule or regulation shall not become effective until the parties have exhausted all remedies provided by law.

D. The City shall not enter into any contractual agreement with a member which in any way alters, reduces, compromises, amends or conflicts with the terms and provisions of this Agreement and the rights and privileges conferred pursuant to this Agreement.

E. Nothing contained herein shall be construed to deny or restrict to any member or the City such rights as he may have under New Jersey Statutes or other applicable laws and regulations. The rights granted to the members hereunder shall in all cases be deemed to be in addition to those provided for elsewhere.

ARTICLE VI
PSOA ACTIVITY

A. The representative(s) of the PSOA having business with the members of the PSOA 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 PSOA 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 PSOA involved if he is then working in a regular tour of duty.

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

D. The City shall permit members of the PSOA Negotiating Committee to attend collective bargaining meetings during the duty hours of members. During the negotiations of the

PSOA Activity (continued)

PSOA, representatives so authorized by the PSOA, not to exceed three (3), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

E. The City agrees to grant to the members of the PSOA selected as delegates up to fifteen (15) man days off without loss of pay or time to attend any State or National Convention of the New Jersey State Policemen's Benevolent Association or the International Conference of Police as provided under N.J.S. 11:26C-4.

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

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

H. The City agrees that the President and/or the Executive Delegate of the PSOA with the permission of the Commanding Officer which shall not be unreasonably refused, may at any time go off Post on PSOA business, provided they are not both on the same shift.

ARTICLE VII

LEAVE OF ABSENCE

A. Leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of ninety (90) days, after which time the employee must be reinstated. Said leave may not be arbitrarily or unreasonably withheld and shall be administered pursuant to present Civil Service Regulations.

ARTICLE VIII

PERSONAL LEAVE

A. Leave shall be granted by the Chief or Director to a member who obtains the services of another Superior Officer of equal experience who shall be capable of serving in the stead of the first member and working his tour of duty, in their discretion which shall be reasonably exercised. Notification, in writing, should be submitted on previous tour except in case of emergency. No more than one (1) working day shall be permitted except in case of emergency which shall be determined by the Chief of Police.

B. A member, in writing, seventy-two (72) hours prior to commencement, may request that the City grant him leave equal to back time owed to him pursuant to Article XV, Section 2, which leave shall be granted at the discretion of the Chief of Police, manpower needs of the Department permitting, said discretion being reasonably exercised.

C. The City shall notify said member no later than forty-two (42) hours, except in case of emergency, prior to the date the requested leave is to commence as to whether said leave shall be granted. A maximum of two (2) men shall be granted said leave per shift.

ARTICLE IX

SICK LEAVE AND TERMINAL LEAVE

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

B. 1. For the purpose of terminal leave, however, and that purpose only, a sick leave bank shall be created consisting of fifteen (15) sick leave days per year for each calendar year of employment with the City, which bank shall only be reduced by reason of sick leave used during the employee's tenure with the City for absences as a result of non-work connected injury or illness. Upon the employee's retirement he shall be paid a terminal leave benefit in no event less than ninety (90) working days pay or on the basis of one day's terminal leave pay for each two (2) remaining accumulated sick days whichever benefit is greater.

2. The provisions of this Section shall not be operative until such time as a court of competent jurisdiction shall determine it to be legal or until such times as an authorizing statute shall be enacted.

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

ARTICLE X

PERSONAL LEAVE DAYS

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

A. 1. 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.

2. For the purpose of this sub-section, "immediate family" shall be defined as a member's spouse, child, step-child, mother, father, sister, sister-in-law, brother, brother-in-law, stepmother, stepfather, mother-in-law, father-in-law and grandparents.

B. 1. 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.

2. For the purpose of this sub-section, "immediate family" shall be defined as a member's spouse, child, step-child, mother or father.

C. 1. If the member is on duty he shall be allowed time off not to exceed eight (8) hours, at the discretion of the Chief of Police to attend the Baptism, Communion, Confirmation, Graduation or Marriage of a member's immediate family.

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

ARTICLE XI

MANAGEMENT RIGHTS

A. The City of Union City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as made from time to time be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. The municipality reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in con-

Management Rights (continued)

nection therewith, shall be limited only by the specific and
and express terms of this Agreement and then only to the
extent such specific and express terms hereof are in confor-
mance with the Constitution and laws of New Jersey and of
the United States.

C. Nothing contained herein shall be construed to deny
or restrict the City of its rights, responsibilities and
authority under R.S. 40 and 40A, or any other national, state,
county or local laws or regulations.

ARTICLE XII

PHYSICAL EXAMINATIONS

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

B. 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

A. Definition

A grievance is a complaint concerning the interpretation, application or violation of this Agreement, policies, rules and regulations or administrative decisions affecting a member of the PSOA. 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.

B. 1. When a member of the PSOA collectively, has a grievance against the City, it shall be processed in accordance with the grievance procedure hereinafter provided.

2. Any grievance that either is not processed within a reasonable time or is disposed of in accordance with the grievance procedure shall be considered final and binding upon the City, the member or the members involved, and the PSOA its members.

3. Except with respect to the right to present an individual grievance as expressly set forth in this Article, the PSOA 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 PSOA shall have the right to assert and press the City any such grievance.

Grievance Procedure (continued)

C. Steps

Step One:

1. 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 the PSOA Committeeman, who shall discuss the grievance with the member's immediate supervisor, Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

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

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

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

5. If a satisfactory disposition is not returned

Grievance Procedure (continued)

by the Chief of Police, the PSOA 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 PSOA Committee which, if it considers the grievance to be well founded, may carry it to the second stage.

Step Two:

1. The PSOA Committee shall, within seven (7) calendar days of the preceding disposition, present the grievance in writing to the Commissioner of Public Safety.
2. The Commissioner of Public Safety shall give his decision in writing not later than seven (7) calendar days after the grievance has been submitted to him.

Step Three:

1. If no satisfactory resolution of a grievance relating to the interpretation or application of this Agreement is reached at Step Two, then within fifteen (15) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of PERC. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such Arbitration shall be borne equally by the parties.
2. The Arbitrator shall have no authority to add to, subtract from or otherwise modify the terms of this Agreement.
3. It is agreed between the parties that no

Grievance Procedure (continued)

Arbitration Hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the City's Governing Body or its representative on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to Arbitration. The parties herein direct the Arbitrator not to accept or decide any matter in dispute that is subject to Civil Service Commission review and decision.

4. Employees covered by this Agreement shall have the right to process their own grievances, with or without a PSOA representative.

5. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE XV

SALARIES, OVERTIME AND LONGEVITY

A. Effective January 1, 1979, the salary schedule for all Superior Officers recognized as being represented by the PSOA shall be as follows:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$17,940.00
Lieutenant	20,631.00
Captain	23,726.00
Senior Mechanic	21,002.00 <i>Asst</i>

B. Effective January 1, 1980, the salary schedule for all Superior Officers recognized as being represented by the PSOA shall be as follows:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$19,320.00
Lieutenant	22,218.00
Captain	25,551.00
Senior Mechanic	22,618.00 <i>Asst</i>

C. All members shall receive overtime pay at straight time rates in either cash or compensatory time off at the officer's discretion for all hours worked in excess of the normal work week. Effective January 1, 1980, all members shall receive overtime pay at one and one-half (1 1/2) times the member's regular base rate of pay in either cash or compensatory time off at the officer's discretion for all hours worked in excess of the normal work week. Overtime shall include hours spent in appearance compelled by subpoena or directed by Superior Officers before criminal courts, municipal courts, petit juries, grand juries, suppression hearings,

Salaries, Overtime and Longevity (continued)

Juvenile Court, motion practice and Appellate matters, insofar as they may relate to the regular and normal duties of law enforcement officer and further including appearances required before administrative agencies including but not limited to ABC hearings, State Investigating Commission hearings or State Motor Vehicle hearings. In computing overtime spent in the aforementioned appearances the time shall commence upon the member's departure from the Police Station and shall terminate on his return thereto.

D. If an employee is recalled to duty he shall receive a minimum guarantee of four (4) hours pay to be computed at a rate of straight time for a normal work week. Effective January 1, 1980, if an employee is recalled to duty he shall receive a minimum guarantee of four (4) hours pay to be computed at one and one-half (1 1/2) times the employees regular base rate of pay for a normal work week.

E. If an employee is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at a straight time hourly rate for a normal work week. Effective January 1, 1980, 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 one and one-half (1 1/2) times the employees regular base rate of pay for a normal work week.

F. Effective January 1, 1980, all employees covered by this collective bargaining Agreement shall receive an annual allowance for maintenance of weapons of one hundred (\$100.00) dollars.

Salaries, Overtime and Longevity (continued)

G. If an employee is required to work longer than his eight (8) hour tour of duty, he shall receive overtime at a straight hourly rate for a normal work week. Effective January 1, 1980, if an employee is required to work longer than his eight (8) hour tour of duty, he shall receive overtime at one and one-half (1 1/2) times his regular base rate of pay for a normal work week.

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

I. Effective January 1, 1980, if an employee is required to work overtime hours for any court appearance enumerated in Section C of this Article, he shall receive a minimum guarantee of two (2) hours pay to be computed at one and one-half (1 1/2) times the employees regular base rate of pay for a normal work week.

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

Salaries, Overtime and Longevity (continued)

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

After 15 years service 10% of base pay

Longevity increments shall be paid biweekly as are salaries.

K. Calls, pursuant to Section 4 hereinabove stated, shall be placed no later than twenty-four (24) hours, except in case of emergency, prior to the commencement of the tour of duty the member called is requested to work.

ARTICLE XVI

CLOTHING ALLOWANCE

A. Employees shall be given the sum of four hundred fifty (\$450.00) dollars clothing allowance per year to be paid in full in June of the contract year.

ARTICLE XVII

HOURS OF WORK AND WORK SCHEDULE

A. The members attached to the Uniformed Patrol Division shall work the twenty (20) day cycle.

B. Members attached to the Safe Streets Act shall work the assigned schedule.

C. Members attached to the Detective Division, Records Division, Payroll Division, Traffic Division, Special Services and Juvenile Division shall work the assigned schedule.

ARTICLE XVIII

VACATIONS

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

<u>Classification</u>	<u>Working Days Vacation</u>
Sergeants	26 Days
Lieutenants	29 Days
Captains	33 Days

2. All Superior Officers working in the "5-4" day work cycle shall enjoy the benefit of an additional three (3) working days vacation.

3. The member who is on sick leave shall not be charged with vacation time provided, however, that he is on sick leave prior to the starting of his vacation. In the event of a member's sick leave and vacation time coinciding, he shall be charged with sick leave only and may take his accrued vacation time subsequently.

4. 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 leave

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

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

Vacations (continued)

C. In the event that an officer is on sick leave pursuant to Section A.3. of this Article, and that during said scheduled vacation period he returns to good health he shall then continue and complete his scheduled vacation. Any vacation days during which he was on sick leave shall be re-scheduled in the discretion of the Chief of Police, manpower of the Department permitting.

ARTICLE XIX

HOLIDAYS

A. All employees, in addition to their wages, shall receive fourteen (14) holidays to be paid in cash at straight time rates, seven (7) to be given in July and seven (7) to be given in December. Payment shall be made on the second pay period in July and the second pay period in December.

ARTICLE XIX
(B)

SCHEDULE "E"

Members working pursuant to the aforementioned Schedule shall work five (5) consecutive eight (8) hour days, followed by a sixty-four (64) hour leave, and then shall work four (4) consecutive eight (8) hour days, followed by an eighty-eight (88) hour leave and shall continued to work such five (5) and four (4) day cycles alternately throughout the life of the contract. In addition, all such personnel shall enjoy compensatory time off for all twelve (12) holidays, in addition to any other holiday pay. The holidays scheduled are as follows:

New Years Day

Labor Day

Lincolns Birthday

Columbus Day

Washingtons Birthday

Veterans Day

Good Friday

Thanksgiving Day

Memorial Day

Christmas Day

Independance Day

Members Birthday

ARTICLE XX

MEDICAL INSURANCE, PENSIONS, HEALTH AND WELFARE

A. Medical Insurance Protection

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

- (1) Medical Surgical Plan of New Jersey/UCR Blue Shield
- (2) Hospital Service Plan of New Jersey/ Comprehensive Blue Cross 120 Days
- (3) Rider "J" - 365 Days
- (4) New Jersey Blue Cross Major Medical
- (5) Prescription Drug Program
- (6) Optical Plan

B. Pension and Insurance

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

2. 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.

3. The City shall continue to make necessary payment to and on behalf of a member who is on sick leave and/

Medical Insurance, Pensions, Health and Welfare (continued)

or has been injured in the line of duty and within the scope of his employment as though aid member remained on active duty.

C. Hospitalization

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

D. Welfare

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

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

ARTICLE XXI

DENTAL CARE

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

ARTICLE XXII

UNIFORMS AND PERSONAL EQUIPMENT

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

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

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

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

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

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

ARTICLE XXIII

UNIFORM INSPECTIONS

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

ARTICLE XXIV

MANPOWER

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

ARTICLE XXV

EQUIPMENT

A. 1. The City shall, so far as practical, provide the Police Department of the City of Union City with all the necessary and essential equipment necessary to properly enforce the law, preserve the peace and provide public safety and such equipment shall be kept in good state of repair.

2. 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.

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

C. 1. Employees shall be allowed to remove their hats and coats while operating in motor vehicles providing they are properly uniformed.

2. Hats must be worn at all times when not in motor vehicles. Employees shall be allowed to remove their hats and coats while in public restaurants.

D. 1. All patrol cars shall be equipped with at least the following equipment:

- one heavy duty handlight
- 150 feet of heavy duty rope
- one serviceable first aid kit
- one fire extinguisher
- one oxygen inhalator
- one snare for animals
- one 360 degree light (revolving type)
- an electronic audio warning device to replace siren or to be used in conjunction therewith
- night stick holder
- plastic bags

Equipment (continued)

disposable gloves
shovel
one screen dividing the front and rear seats

2. Detective cars shall be equipped with at least the following equipment:

one heavy duty handlight
one serviceable first aid kit
one first extinguisher
one oxygen inhalator
one portable 360 degree light
one horn siren

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

F. All other equipment benefits currently being enjoyed by the member, whether by statute, law, ordinance, resolution or precedent, shall continue to be in effect.

ARTICLE XXVI

PROMOTIONS

A. In the event a vacancy is created in the Superior 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.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

A. Appeal

1. After disciplinary proceedings have been concluded, if the PSOA 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.

2. 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.

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

B. Polygraph Test

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

C. Termination of Employment

1. Upon termination of the employment of a member, regardless of the cause thereof, the City shall pay to the member all monies due him up to and including the effective termination date on or before the pay day immediately

Miscellaneous Provisions (continued)

following the effective termination date. This payment shall include, but not be limited to, compensation due for earned vacation time.

D. Identification Card

1. 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.

E. Firemen and Other Non-Police Duties

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

2. 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.

3. 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.

F. Facilities

1. All sanitary facilities and equipment in the Department including, but not limited to, toilets and wash basins, shall be furnished and maintained in good working order by the City.

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

double lockers
chairs
tables
dress room facilities

Miscellaneous Provisions (continued)

G. 1. Since all Superior Officers are presumed to be subject to duty twenty-four (24) hours per day, any action taken by a member of the PSOA on his time off, which would have been taken by an officer on active duty if present or available, shall have all the rights and benefits concerning such action as if he were then on active duty provided such action is taken within City limits.

2. 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 when the revision of said handbook is completed.

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

H. Bulletin Board

1. The City shall permit the installation of bulletin boards, at the expense of the PSOA, located in what is commonly referred to as the "ready room".

I. Assignments and Reporting Times

Whenever assignments and reporting times are changed, Superior Officers shall be notified at least twenty-four (24) hours prior to the change whenever possible.

ARTICLE XXVIII

SPECIAL TRAINING

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

ARTICLE XXIX

POLICE SCHOOLS

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

ARTICLE XXX

OUTSIDE EMPLOYMENT

A. The City agrees that an employee may obtain extra employment in another field during his time, provided that said employment does not interfere with his present position. Any injury incurred on non-duty work will not be compensated for by the City.

ARTICLE XXXI

MUTUAL AID

A. The City shall insure that an employee who is killed or injured in the line of duty, while rendering aid to a neighboring community, is fully covered by pension and insurance rights, as if said injury or death occurred out of an incident arising out of performance of duty within the City of Union City.

ARTICLE XXXII

EDUCATIONAL INCENTIVE

A. The City recognizes the need for the educational advancement of its officers; therefore, those officers who have earned an Associate Degree in Arts or Sciences on or before January 1, 1975 from an accredited institution of higher learning, shall receive an additional two point five (2.5%) percent of their annual base salary in the form of an annual payment.

B. Those officers, who on or before January 1, 1975, have earned a Bachelor's Degree in the Arts or Sciences from an accredited institution of higher learning, shall receive five (5%) percent of their annual base salary in the form of an annual payment.

C. Any officer after January 1, 1975 must have obtained his Associate or Bachelor's Degree in Police Science in order to qualify him to receive the additional benefits of paragraphs A or B.

D. Any officer, on or after January 1, 1975, furthering his education in an accredited institution of higher learning, and is enrolled in a course, which course is a Police Science related course, shall be paid annually five (\$5.00) dollars for each credit earned in addition to his base salary provided he is not encompassed within Paragraphs A or B above.

ARTICLE XXXIII

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the City's Departments and Agencies is of paramount importance to the citizens of the Community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association for any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike, i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage or work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walkout or other job action against the City.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

D. The City agrees that it will not lock out employees covered hereunder.

ARTICLE XXXIV

SAFETY

A. The parties hereby agree to establish a health and safety committee. Said committee shall be comprised of an equal number of City and union representatives. Said committee shall meet quarterly at a mutually convenient time and place. Any person may submit suggestions to the committee members either orally or in writing.

ARTICLE XXXV

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law by any court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXXVI

DURATION

This Agreement shall become effective on January 1, 1979, and shall terminate on December 31, 1980. If either party desires to change this Agreement it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

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

ATTEST:

THE CITY OF UNION CITY

Peter A. Leone

Arthur Wichee

ATTEST:

UNION CITY POLICE SUPERIOR OFFICERS ASSOCIATION

Alfred Raymond

Sgt Gabriel S. Grigorio