

UG-2125-73

A G R E E M E N T

BETWEEN:

TOWNSHIP OF UNION IN THE COUNTY
OF UNION,

AND:

LOCAL 69, PATROLMEN'S BENEVOLENT
ASSOCIATION OF THE TOWNSHIP OF
UNION

DATED: June 13, 1973

LAW OFFICES
KEIN, POLLATSCHEK & IACOPINO
1000 STUYVESANT AVENUE
UNION, NEW JERSEY 07083

THIS AGREEMENT made this 13th day of June 1973,
BETWEEN: The TOWNSHIP OF UNION IN THE COUNTY OF UNION, hereinafter
referred to as TOWNSHIP, party of the first part,
AND: LOCAL 69, PATROLMEN'S BENEVOLENT ASSOCIATION OF THE TOWNSHIP
OF UNION, a branch of the New Jersey State Patrolmen's Association,
hereinafter referred to as P.B.A. or as the ASSOCIATION, party
of the second part:

W I T N E S S E T H:

WHEREAS the parties hereto did heretofore on October
1, 1971, enter into a certain contract; and

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

WHEREAS negotiations have been undertaken between the
parties hereto for the purpose of formulating the 1973 contract;
and

WHEREAS during the course of said negotiations the
parties concluded and agreed to a contract for the years 1973 and
1974 as hereinafter set forth; and

WHEREAS as a result thereof certain provisions of the
aforesaid basic contract and modification contract are by mutual
agreement to be amended,

NOW THEREFORE in consideration of the sum of ONE DOLLAR
(\$1.00) and other good and valuable considerations the parties
hereto do agree that the aforementioned contract of October 1,
1971 and the modification thereof dated April 12, 1972, be and the
same are hereby amended as follows:

1. Article IIB shall read as follows:

B. Commencing with the year 1973 each member of
the Department shall be entitled to 12 paid holidays.

2. Article IIIB is amended to read as follows:

B. For the year 1973, each member of the Police Department shall receive an annual clothing allowance of Two Hundred (\$200.00) Dollars. For the year 1974 each member of the Police Department shall receive an annual/clothing allowance of Two Hundred Fifty (\$250.00) Dollars.

3. Article IV is supplemented to include three new sections thereof to read as follows:

B. Effective April 1, 1973 the \$7,500.00 ceiling presently existing with reference to Blue Shield coverage shall be removed.

C. Effective January 1, 1974 the Township will pay the premium required for the continuance of Blue Cross with Rider "J", Blue Shield and Major Medical insurance as may be presently in existence for each member of the Department (including recognized dependents) retiring after twenty-five (25) years of active service with the Department provided said member serves as a member of the Department until his fifty-first birthday. Each member of the Department retiring in accordance with the foregoing shall annually certify to the Treasurer of the Township of Union that he is, as of the date of said certification, not covered by any other Blue Cross, Blue Shield or any other Major Medical insurance; this paragraph shall be effective March 1, 1973 for members retiring upon their sixtieth birthday.

D. Effective January 1, 1973, the Township shall provide for each member of the Department and his family, the basic dental plan (\$25.00) deductible - Option B) provided by the New Jersey Dental Service Plan, Inc., including dependant children to the age of twenty-three.

4. Article V.A-3 is amended to read as follows:

3. Tours of duty will commence at 12:01 A.M. Members of the Department shall work eight (8) consecutive hours per day and five (5) consecutive tours per week with two (2) consecutive days off, and in any event, not more than the statutory forty (40) hours per week. The work week shall commence 12:01 A.M. on Saturday of each week. The commencement of the tour of duty may in the discretion of the Chief of Police be varied one hour in either direction posted in accordance with Article V Section A-1 of the basic contract.

5. Article VI is supplemented to include one new section thereof to read as follows:

E. In the event an employee is out of work on sick leave or injury leave at a time when said leave falls within his 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.

6. Article VII.A is amended to read as follows:

A. In the event of a death in the family of a police officer, he will be allowed necessary time off with pay to make funeral arrangements and attend funeral services for a period not to exceed three (3) days plus reasonable travel time. The term "immediate family" shall include, wife, father, mother, son, daughter, brother, sister, father in law and mother in law and any other person who is considered a member of the household actually residing with said member of the Police Department.

7. Article VII.C is amended to read as follows:

C. Sick Leave.

1. Sick leave may be used as defined in an ordinance adopted by the Township Committee on December 30, 1969, and identified as Ordinance #2574A, as said ordinance was thereafter amended by Ordinance #2689A, adopted November 9, 1971,

entitled "AN ORDINANCE ESTABLISHING A SICK LEAVE POLICY FOR MEMBERS OF THE POLICE AND FIRE DEPARTMENTS OF THE TOWNSHIP OF UNION IN THE COUNTY OF UNION."

2. Sick leave may be used by a member of the Department for personal illness or in the instance of the illness of a member of his immediate family, as immediate family is defined in the aforementioned ordinance.

8. Article VII.D is amended to read as follows:

D. In the event of the death of a member of the Department, his estate or widow whichever is applicable, shall receive such funds as may have been due to him at the time of his death in accordance with the plan in existence concerning such payment at the time of his death, including continuance of hospitalization benefits for the officer's family until the end of the year of his death.

9. Article VII is supplemented to include two new sections thereof to read as follows:

F. Payment in lieu of sick leave: Effective January 1, 1973, in the event of the honorable separation of an employee of the Department after 15 years of service the Township agrees to pay such sum as may be due to such member in accordance with the retirement incentive bonus system as established by ordinance #2101A adopted March 26, 1963, as amended March 26, 1968, by ordinance #2466A, and as further amended March 28, 1972 by ordinance #2711A and as further amended by ordinance #2754A adopted December 26, 1972.

G. Leave with Pay

1. Any employee may be granted special leave with pay for any days on which he is able to secure another

employee to work in his place provided:

a. Such substitution does not impose additional cost to the Township.

b. Such substitute shall be of equal rank.

c. The officer in charge of the tour on which the substitution is to take place, is notified as soon as practicable by the officer in charge of the Department on the same tour.

10. Article IX.A is hereby amended to read as follows:

A. The salary scale for the year 1973 shall be as set forth on Schedule "A" attached hereto and made part hereof.

11. A New Section is hereby added to Article IX indicated as Section B which shall read as follows:

B. The salary scale for the year 1974 shall be as set forth on Schedule "B" attached hereto and made part hereof.

12. Article X is extended to provide that in the event the grievance is not settled in accordance with the procedure adopted by the resolutions of the Township Committee then and in that event the P.B.A. may present such grievance in writing within seven (7) days thereafter to the New Jersey Public Employment Relations Commission for arbitration, who shall decide the dispute and whose decision shall be final and binding; provided, however, the aggrieved employee shall have the option of appealing the dispute in the manner herein set forth or of appealing to the Department of Civil Service and in exercising either option he automatically waives his right of appeal under the other option.

13. Article XV is amended to read as follows:

This contract shall be subject to such regulations as may be promulgated by the government of the United States or the State of New Jersey in connection with wage control.

14. Article XVI is amended and supplemented as follows:

A. Section 6 is amended to read as follows:

6. This contract is effective as of January 1, 1973, and shall expire on December 31, 1974.

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

7. Party of the first part will institute a system whereby the safety of all moving and other equipment maintained by the Department will be guaranteed.

8. Budgeted vacancies in all ranks shall be filled within thirty (30) days, if practicable, by promotion from a valid certified Civil Service list. Whenever possible, the Township will endeavor to maintain a valid certified promotion list for all ranks at all times. Equal standards and qualifications shall apply to all candidates for promotion.

9. Insofar as is practicable and subject to equal qualifications and ability, the Township in internal assignments not subject to Civil Service will use as one of the factors in making such an assignment the seniority of those eligible for such assignment.

10. Nothing shall abridge the right of any duly authorized representative of the PBA to represent the views of the PBA to the citizens of the Township on issues which affect the welfare of its members. The PBA shall be allowed to continue the solicitation of advertisements and the selling of dance tickets for the Annual P.B.A. Dance, in accordance with existing regulations.

11. It is the intention of the parties hereto that all conditions of employment and other benefits that may be presently in existence between the parties to this contract that are not specifically mentioned in this contract shall be continued at the same level as presently in existence.

12. The interpretation of this contract shall be vested in the Township Committee or its duly designated representative, the Township Attorney and the duly designated representatives of the P.B.A.

13. Notwithstanding that this contract expires on December 31, 1974, all of the terms, conditions and provisions herein shall continue in full force and effect until the execution of a new contract.

14. The parties hereto agree that negotiations towards a 1975 contract will commence on September 1, 1974.

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

ATTEST:

Mary E. Miller
Mary E. Miller
Township Clerk

ATTEST:

Robert F. Wilf
Secretary

TOWNSHIP OF UNION IN THE
COUNTY OF UNION

By: Samuel Rabkin
Samuel Rabkin, Acting Chairman
of the Township Committee of
the Township of Union in the
County of Union

LOCAL 69, PATROLMEN'S
BENEVOLENT ASSOCIATION OF THE
TOWNSHIP OF UNION

By: William Leone
President

SCHEDULE A

Police Captain - Assigned Detective	\$15,760.00
Police Captain	15,560.00
Police Lieutenant - Assigned Detective	14,710.00
Police Lieutenant	14,510.00
Police Sargeant - Assigned Detective	13,650.00
Police Sargeant	13,450.00
Patrolman - Assigned Detective	12,280.00

	Initial Appointment Prior to <u>January 1, 1973</u>	Initial Appointment January 1, 1973 <u>to April 1, 1973</u>	Initial Appointment Subsequent to <u>April 1, 1973</u>
<u>PATROLMAN:</u>			
First Class	\$11,700.00		
Second Class	11,500.00		
Third Class	11,400.00	\$11,000.00	
Fourth Class	11,000.00	10,600.00	
Fifth Class			\$10,500.00

For purposes of clarity, the parties hereto do agree that the intent of the above schedule with reference to the "Fourth Class" is that those members of the Department appointed prior to January 1, 1973, shall, for the year 1973, be entitled to an annual salary of \$11,000.00.

Those members of the Fourth Class appointed subsequent to January 1, 1973, shall be entitled to an annual salary for the year 1973 of \$10,600.00.

The "Fifth Class" pertains to new appointments that will be made subsequent to April 1, 1973. The salary in that instance shall be \$10,500.00.

TOWNSHIP OF UNION

SCHEDULE B

Police Captain - Assigned Detective	\$17,030.00
Police Captain	16,830.00
Police Lieutenant - Assigned Detective	15,890.00
Police Lieutenant	15,690.00
Police Sergeant - Assigned Detective	14,750.00
Police Sergeant	14,550.00
Patrolman - Assigned Detective	13,290.00

Patrolman:

First Class	12,650.00
Second Class	12,150.00
Third Class	11,650.00
Fourth Class	11,150.00
Fifth Class	10,500.00