

FINAL

AGREEMENT

BETWEEN

Union Township of  
TOWNSHIP OF UNION

UNION COUNTY, NEW JERSEY

AND

SUPERIOR OFFICERS' ASSOCIATION

OF THE TOWNSHIP OF UNION

POLICE DEPARTMENT

---

X JANUARY 1, 1983 THROUGH DECEMBER 31, 1985

---

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	INTRODUCTION .....	1
	PREAMBLE .....	2
I	RECOGNITION .....	3
II	HOLIDAYS .....	4
III	UNIFORMS .....	5
IV	LEGAL REPRESENTATION .....	6
V	INSURANCE .....	7
VI	HOURS OF WORK AND OVERTIME .....	10
VII	SENIORITY .....	13
VIII	VACATIONS .....	14
IX	SICK LEAVE, LEAVE OF ABSENCE, BEREAVEMENT LEAVE .....	16
X	LONGEVITY .....	19
XI	GRIEVANCE PROCEDURE .....	20
XII	MEALS AND MILEAGE .....	22
XIII	COMPENSATION .....	23
XIV	PERSONNEL FILES .....	25
XV	ASSOCIATION RIGHTS AND PRIVILEGES .....	26
XVI	MANAGEMENT RESPONSIBILITY .....	27
XVII	RETENTION OF BENEFITS .....	28
XVIII	TERMINATION OF SERVICE .....	29
XIX	PROMOTIONS AND ASSIGNMENTS .....	31
XX	MISCELLANEOUS .....	32
XXI	AGENCY SHOP .....	34
XXII	SEVERABILITY .....	35
XXIII	EMBODIMENT OF AGREEMENT .....	36
XXIV	EDUCATION .....	37
XXV	TERM OF AGREEMENT .....	38

THIS AGREEMENT made this 10 day of JANUARY ,1984 ,

BETWEEN:

TOWNSHIP OF UNION IN THE COUNTY OF UNION, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the Township, party of the first part,

AND

SUPERIOR OFFICERS' ASSOCIATION OF THE TOWNSHIP OF UNION POLICE DEPARTMENT, hereinafter referred to as SOA, party of the second part.

W I T N E S S E T H :

WHEREAS, the parties hereto did heretofore under date of December 23, 1980 enter into a certain labor agreement for the members of the Police Department holding the ranks of Captain, Lieutenant and Sergeant; and

WHEREAS, in accordance with said agreement, ongoing negotiations have been taking place looking to the conclusion of an agreement for the years 1983, 1984, and 1985; and

WHEREAS, the parties hereto have now concluded said negotiations and agreement has been reached;

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 aforesaid contract be now null and void; and the particulars hereinafter set forth shall represent the whole of the labor agreement in force between the parties.

**PREAMBLE**

**THIS AGREEMENT, effective as of the first day of January, 1983, by and between the Township of Union, in the County of Union, a municipal corporation of the State of New Jersey, hereafter referred to as the "Township", and Superior Officers Association of the Police Department, hereafter referred to as the "SOA", is designed to maintain and promote a harmonious relationship between the Township and such of it's employees who are within the provisions of this agreement, through collective negotiations in order that more efficient and progressive public service may be rendered.**

**ARTICLE I**  
**RECOGNITION**

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

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

B. Unless otherwise indicated, the terms "police officer", "officer", "employee", or "employees", when used in this Agreement, refer to all persons represented by the SOA in the above defined negotiating unit.

**ARTICLE II**

**HOLIDAYS**

**A. Each employee shall receive thirteen (13) paid holidays per year. Payment shall be made annually in a lump sum on the first day of December.**

## ARTICLE III

### UNIFORMS

A. Each police officer shall maintain his work uniform in a clean and presentable condition at all times. If any part of an officer's uniform is damaged or destroyed in the line of duty, the Township shall pay for the replacement or repair thereof upon voucher submitted therefor and approved by the Chief of Police. If an officer's personal property, other than his uniform is damaged or destroyed in the line of duty, the Township, subject to the approval of the Chief of Police, shall pay for the replacement or repair thereof upon voucher submitted therefor in an amount not to exceed \$100.00 per incident, provided that under extraordinary circumstances this amount may be exceeded upon recommendation of the Chief of Police and approval of the Township Committee.

B. In addition to the foregoing, hardware items such as service hand guns, holsters and belts, handcuffs and cases, nightsticks, individual safety helmets, and face shields, badges, mace, flashlights, flashlight batteries, whistles, and one ball-point pen per month shall be supplied by the Township and replaced when necessary.

c. Police Uniforms shall be worn only while commuting to and from work, during official duty tours, or while on official departmental business.

## ARTICLE IV

### LEGAL REPRESENTATION

A. Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on behalf of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense, all of the foregoing as set forth in the statute pertaining thereto.



**ARTICLE V**

**INSURANCE**

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

**(a) Blue Cross with rider J with coverage at least equal to that which has heretofor been in effect.**

**(b) Blue Shield coverage at least equal to that which has heretofor been in effect.**

**(c) Major Medical Insurance with coverage at least equal to that which has heretofor been in effect.**

**(d) Dental coverage with benefits at least equal to those which have heretofor been in effect.**

**(e) Prescription coverage with benefits at least equal to that which has heretofor been in effect.**

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

**(a) If a member retires because of disability resulting from injury incurred in the line of duty, whether traumatic or not, or in the event a member of the Department elects to take a deferred pension,**

early retirement, or resigns, or retires with disability occurring other than in the line of duty, and at the time of said retirement or resignation has twenty (20) or more years of service, either with the department or in the Police and Firemen's Retirement system, he shall be entitled to the continuance by the Township in his favor of the full insurance package provided for in this contract.

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

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

E. The Township shall maintain Workers Compensation Insurance covering all members.

F. The Township shall maintain Automobile Liability Insurance covering all vehicles used by the Police Department with limits no less than those currently in force.

G. The Township shall pay an additional \$10,000.00 death benefit to the named beneficiary of the deceased member or his estate for accidental death, which said benefit is exclusive of any Workers' Compensation award or judgements resulting from a civil action or pension benefits. Said payment shall be funded by a group insurance policy to be maintained by the Township and payment therefrom shall be

made by said insurance carrier upon the proper application being made thereto. The aforesaid death benefits shall only be afforded to members of the Department while they continue to be members thereof. It shall not continue in force upon the resignation, dismissal or retirement of a member from the Department.

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

#### A. Hours of Work

1. The work day shall consist of eight (8) consecutive hours on duty. The work week shall consist of five (5) consecutive days on duty followed by two (2) consecutive days off. The work week shall commence at 12:01 AM on Saturday of each week.

2. Tours of duty shall commence at 12:01 AM, but may be varied one hour in either direction at the discretion of the Chief of Police.

3. The work schedule shall be posted at least 14 days before the commencement thereof. No changes in the work schedule shall be made less than 14 days in advance unless the need for such change could not have been foreseen.

4. Except in the event of an emergency, no shift shall begin between the hours of 0200 and 0600.

#### B. Overtime

1. Definition: Overtime shall be defined as all work performed in excess of eight (8) hours per day or forty (40) hours per week.

2. Overtime shall be payable as follows:

a. If an officer is required to remain on duty beyond his regular tour, he shall be compensated at the rate of time and one-half for two (2) hours or for all hours worked, whichever is greater.

b. If an officer is called back to duty after the conclusion of his regular tour, he shall be compensated at the rate of time and one-half for four (4) hours or for all hours worked whichever is greater.

c. If an officer is called in to duty on his regularly scheduled day off, he shall be compensated at the rate of time and one-half for eight (8) hours or for all hours worked, whichever is greater.

d. Whenever an officer is required in connection with the performance of duty to appear in criminal matters or before administrative hearings, or in any other matter where his appearance is required by the Township, he shall be compensated at the rate of time and one-half for two (2) hours or for all hours worked, whichever is greater. All "ON CALL" time in connection with municipal court appearances shall be compensated in compensatory time at the rate of one hour for each two hours of "ON CALL" time.

e. Whenever, in accordance with Sections a. through d. above a minimum overtime payment is required, it is expressly understood that the officer may be required by the Department to remain on duty for the appropriate minimum number of hours.

f. If an officer is required to remain on duty for 15 minutes or less while awaiting a replacement, he shall be entitled to no overtime compensation. If he is required to remain on duty for more than 15 minutes while awaiting a replacement, he shall be paid overtime in accordance with this Article, and appropriate disciplinary action may be taken against the officer who failed to report on time.

g. ON CALL Whenever an officer is placed on call during his off-duty time, he shall be compensated at the rate of one hour's pay for each two hours of on call time. For purposes of this section, "on-call" shall be defined as that status of readiness for return to duty whereby the officer is prepared to respond within 30 minutes to an assigned duty location. In the event of a call out, if the overtime exceeds the on call overtime, then no on call overtime shall accrue.

No on call overtime shall be paid between the hours of 0100 and 0700 unless the officer is placed on call during these hours with specific authorization of the Chief of Police.

h. Necessary overtime shall be assigned and administered in accordance with existing practice. If an officer refuses an assignment to work overtime, he shall forfeit his place on the rotation schedule for two cycles unless he submits an excuse, in writing, acceptable to the Chief of Police.

i. The Chief of Police will attempt to minimize schedule inequities pertaining to time off between tours of duty and, if necessary and where practicable, overtime may be used to accomplish this end.

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

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

## ARTICLE VII

### SENIORITY

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

1. Time lost due to absence for active military service.
2. Absence due to a bona fide illness or injury certified by the Township Physician and arising in line of duty and extending for not more than one year.

B. The loss of seniority shall occur for the following reasons:

1. Voluntarily continuing in the active military service beyond the time scheduled for release therefrom.
2. Voluntarily reenlisting in the active military service.
3. Discharge from employment with the Police Department
4. Resignation from the Police Department.
5. Failure to return to duty as scheduled upon the expiration of an authorized leave of absence.
6. The continued absence from duty for five consecutive working days without leave or notice.

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

**ARTICLE VIII**

**VACATIONS**

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

<b>1 year - 4 years .....</b>	<b>15 working days</b>
<b>Beginning 5th year - 9 years .....</b>	<b>20 working days</b>
<b>Beginning 10th year - 14 years .....</b>	<b>25 working days</b>
<b>Beginning 15th year - 19 years .....</b>	<b>30 working days</b>
<b>Beginning 20th year - 24 years .....</b>	<b>35 working days</b>
<b>Beginning 25th year and thereafter .....</b>	<b>40 working days</b>

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

**C. In the event that the selected period of time is not available, then it is agreed that officers shall take their vacations at different times mutually acceptable to the Chief and the officer.**

**D. Each member shall receive his vacation pay in full prior to the commencement of each vacation period.**

**E. In the event an officer 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 officer has not yet taken, will be postponed until the employee returns from sick leave or injury leave.**

**F. Except as otherwise provided with reference to the retirement, resignation or death of members after twenty-five (25) years of service, members retiring, resigning, dying, or otherwise terminating their employment prior to twenty-five (25) years of service shall only receive the proportionate value of the vacation earned in the year of retirement.**



G. Upon the death or retirement in good standing of any permanent member of the Police Department, he or his estate shall be paid the full amount of any vacation pay accrued but unpaid at the time of such death or retirement and in the event that the vacation credit shall in any way be calculated in terms of days off, such payment shall be based upon the daily salary of such member at the time of death or retirement.

H. Vacations, at the discretion of the Chief of Police, may accumulate for a period not to exceed two (2) years.

**ARTICLE IX**

**SICK LEAVE, LEAVE OF ABSENCE, BEREAVEMENT LEAVE**

**A. SICK LEAVE**

1. The existing sick leave policy shall be continued during the term of this Agreement. Sick leave days shall accrue and accumulate as follows:

1st year of service	1 day per month
2nd through 5th year	15 days per year
6th through 10th year	16 days per year
11th through 15th year	17 days per year
16th through 20th year	18 days per year
21st through 25th year	19 days per year
26th through 30th year	20 days per year
31st through 35th year	21 days per year
over 35 years	22 days per year

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 paragraph C of this Article.

3. In the event of honorable retirement after 15 years of service an employee shall be entitled to compensation for forty (40) percent of his unused sick leave days payable at his then existing rate of pay.

**B. LEAVES OF ABSENCE**

1. During each of the years of this contract, each employee shall receive three (3) personal leave days which may be taken at any time upon twenty (20) days notice to the Chief of Police or his designee.

The taking of personal leave days require the permission of the Chief of Police under the following circumstances:

- a. Less than 20 days notice is given.
- b. The day requested is contiguous to any vacation period.
- c. The day requested falls on a major holiday.

During each of the years of this agreement, each employee may choose one of the following options in lieu of taking all three personal days:

- a. post one day as compensatory time and receive pay for the other two days.
- b. post two days as compensatory time and receive pay for the other day.
- c. post all three days as compensatory time.

2. An 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 upon the Township
- b. Such substitute shall be of equal rank, (or as authorized)
- c. The Officer-in-charge of the tour of duty on which the substitution is to take place is notified as soon as possible by the officer in charge of the Department on the same tour.

3. Employees shall be entitled to military and national guard leave in accordance with existing laws.

C. BEREAVEMENT LEAVE

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

time.

2. The term "immediate family" shall include the member's spouse, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, stepson, stepdaughter, grandparents of the employee or spouse, and any other person who is a member of the household of the employee, actually residing therein.

3. One (1) working day leave shall be granted for relatives not enumerated above.

**D. MARRIAGE LEAVE.**

1. Any member of the Department who marries will be entitled to a special leave of three working days off duty with pay, and without said leave being charged to any account, provided notice of same is given to the Chief of Police at least 21 days in advance of the marriage.

**ARTICLE X**

**LONGEVITY**

A. In addition to his salary, each employee shall receive longevity pay in equal bi-weekly installments according to the following schedule:

<b><u>YEARS COMPLETED</u></b>	<b><u>PERCENT OF BASE PAY</u></b>
Upon completion of five (5) years	two (2%) percent of base pay
Upon completion of ten (10) years	four (4%) percent of base pay
Upon completion of fifteen (15) years	six (6%) percent of base pay
Upon completion of twenty (20) years	eight (8%) percent of base pay
Upon completion of twenty-four (24) years	ten (10%) percent of base pay

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

## ARTICLE XI

### GRIEVANCE PROCEDURE

#### A. GRIEVANCE COMMITTEE.

1. As many as five members of the SOA selected by the SOA may constitute it's Grievance Committee. These persons shall be granted leave from duty with pay to attend grievance meetings between the Committee and the duly authorized member of the Township Committee (Step 2). The names of the members of the Grievance Committee shall be filed with the Chief of Police within forty-eight (48) hours after they are appointed.

B. The procedure for adjusting grievances shall provide the employee with full opportunity of presentation of his grievance and for the participation of the SOA representative. Should a dispute arise between the Township, the SOA, and any member employee as to the meaning, application or operation of any provision of this agreement, such dispute or difference shall be presented by any one of the parties within no more than ten days from the time the dispute or difference arose, and settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent is changed or waived, in part or entirely, shall be as follows:

Step 1.: Grievance shall be initially settled, if possible, internally between the grievant and his superior officer and if they fail to reach an agreement within five (5) working days, the grievant or the SOA shall forthwith furnish a written statement of the grievance to the Chief of the Department and the Chief is authorized to endeavor to settle the grievance at that level. Disposition by the Chief must be accomplished within five (5) working days.

**Step 2.:** If the matter of the grievance cannot be settled internally, then the record of the grievance shall be furnished to the member of the Township Committee to whom the responsibility of the Police Department has been delegated and he shall endeavor, upon proper hearing, to settle the grievance. If the subject matter of the grievance cannot be settled by the aforesaid member of the Township Committee within five (5) working days, the grievance may be taken to step 3.

**Step 3.:** In the event the grievance is not satisfactorily resolved at step 2, the SOA may present the grievance in writing within seven (7) days thereafter to the New Jersey Public Employment Relations Commission for the appointment of an arbitrator. The arbitrator shall decide the dispute and his decision shall be final and binding on both parties. The fees and costs of the arbitrator shall be shared equally by the SOA and the Township.

C. In lieu of an arbitration, the aggrieved employee may elect to pursue the remedies afforded by the Department of Civil Service. However, an election of arbitration or Civil Service shall preclude resort to the other remedy.

ARTICLE XII

MEALS AND MILEAGE

A. Meals. Whenever an employee is out of town on official police business, whether for attendance at police schools, training sessions, court appearances, or other assignments, he shall receive a meal allowance where the time involved extends through a meal period. Employees shall be compensated for meals according to the following schedule:

1983.....	\$5.50 per meal
1984.....	\$6.50 per meal
1985.....	\$6.50 per meal

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

B. Mileage. Employees shall be reimbursed for required or authorized use of personal vehicles at the rate of \$.23 per mile in each of the years of this agreement. Mileage shall be computed from police headquarters to the point of destination. Whenever possible, employees travelling to the same destination at the same time shall travel in one vehicle.

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



**ARTICLE XIII**

**COMPENSATION**

A. Effective January 1, 1983, the salaries for all employees covered by this agreement shall be as follows:

<b>CAPTAIN</b>	<b>\$33,067.00</b>
<b>CAPTAIN (assigned as Detective)</b>	<b>\$33,317.00</b>
<b>LIEUTENANT</b>	<b>\$30,883.00</b>
<b>LIEUTENANT (assigned as Detective)</b>	<b>\$31,133.00</b>
<b>SERGEANT</b>	<b>\$28,683.00</b>
<b>SERGEANT (assigned as Detective)</b>	<b>\$28,933.00</b>

B. Effective January 1, 1984, the salaries for all employees covered by this agreement shall be as follows:

<b>CAPTAIN</b>	<b>\$35,547.00</b>
<b>CAPTAIN (assigned as Detective)</b>	<b>\$35,797.00</b>
<b>LIEUTENANT</b>	<b>\$33,199.00</b>
<b>LIEUTENANT (assigned as Detective)</b>	<b>\$33,449.00</b>
<b>SERGEANT</b>	<b>\$30,834.00</b>
<b>SERGEANT (assigned as Detective)</b>	<b>\$31,084.00</b>

C. Effective January 1, 1985, the salaries for all employees covered by this agreement shall be as follows:

<b>CAPTAIN</b>	<b>\$38,391.00</b>
<b>CAPTAIN (assigned as Detective)</b>	<b>\$38,641.00</b>
<b>LIEUTENANT</b>	<b>\$35,855.00</b>
<b>LIEUTENANT (assigned as Detective)</b>	<b>\$36,105.00</b>
<b>SERGEANT</b>	<b>\$33,301.00</b>
<b>SERGEANT (assigned as Detective)</b>	<b>\$33,551.00</b>

D. The payment of any retroactive pay which may be necessary shall be paid not later than sixty (60) days after the execution of this contract.

E. The parties agree that negotiations with respect to the salaries for 1983 only (paragraph A. above), may be reopened should the Township determine no later than March 1, 1984 that additional funds for such purposes are available in the 1983 Budget. In the event of such re-negotiation, the additional 1983 salary increase, however, shall not exceed two and one-half percent (2½%).

1. It is the intent of the parties that in the event of an additional salary increase for 1983, the salaries for 1984 and 1985 will be recalculated to provide that the salaries for 1984 shall reflect a 7½% increase over the final 1983 salaries, and the salaries for 1985 shall reflect an 8% increase over the final salaries for 1984.

**ARTICLE XIV**

**PERSONNEL FILES**

- A. One master personnel file will be maintained on each employee**
- B. Each employee shall be evaluated by his immediate supervisor at least once a year.**
- C. Prior to each entry in the personnel file, the officer shall be notified of the proposed entry.**
- D. The contents of the personnel file shall be confidential, however, on the anniversary date of the appointment of each officer he shall be entitled to personally review the contents of his file upon reasonable notice to the Chief of Police.**
- E. In the event charges are preferred against an officer, such officer or his counsel or, at the appointment of the officer, a representative of the SOA, may have access to the contents of the file of the officer against whom charges are pending in order that said officer may properly prepare his defense to such charges.**
- F. Any officer who receives an oral reprimand, and does not receive another in any subsequent consecutive five (5) year period shall have said oral reprimand expunged from his record. In the event of a written reprimand, if the officer does not receive an oral or written reprimand in a subsequent ten (10) year period, said written reprimand shall be expunged from his record.**

**ARTICLE XV**

**ASSOCIATION RIGHTS AND PRIVILEGES**

**A. The Township agrees to make available to the SOA at the expense of the SOA any and all public documents on the same basis that such public documents are available to the general public.**

**B. The elected officers of the SOA, at the discretion of the Chief of Police, shall be permitted to attend SOA meetings while on duty.**

**C. Neither the Township or the SOA shall discriminate against any employee because of SOA membership or non-membership, race, creed, color, age, sex, or national origin.**

**D. Nothin contained herein shall abridge the right of any duly authorized representative of the SOA to represent the views of the SOA to the citizens of the Township on issues which affect the walfere of it's members. The SOA shall be allowed to solicit contributions and to sell tickets to fund raising events in accordance with applicable laws and regulations.**

**E. Subject to the approval of the Chief of Police, a member or members of the SOA may be allowed time off with pay in order to attend a convention or seminar pertaining to employer/employee relations or associated topics, or any meeting of a local or regional association of like purpose and scope.**

**F. There shall be not more than five (5) members of the SOA Negotiating committee. These members shall be granted time off with pay for all meetings between the Township and the SOA for the purpose of negotiating an agreement when said meetings take place during times the members of the SOA committee are scheduled to be on duty. The names of the members of the SOA Negotisting Committee shall be furnished to the Chief of Police within forty-eight (48) hours of their appointment.**

**ARTICLE XVI**

**MANAGEMENT RESPONSIBILITY**

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

**ARTICLE XVII**

**RETENTION OF BENEFITS**

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

**ARTICLE XVIII**

**TERMINATION OF SERVICE**

**A. Except as otherwise provided herein, upon the retirement, death or other termination of service of a member of the Department after twenty-five (25) years of service, he shall be entitled to the following:**

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

**2. The money value of thirteen (13) holidays based upon the formula heretofore established by ordinance for the full thirteen (13) holidays, regardless of the time of the year at which the termination becomes effective.**

**3. The money value of the unused sick leave days based upon the salary in the year of the termination in accordance with the Retirement Incentive Bonus Ordinance.**

**4. Salary to date of termination.**

**5. Reimbursement for unused Compensatory Time.**

**B. Except as provided in paragraph C or D hereof, any member who terminates his service prior to twenty-five (25) years of service will be entitled to the following:**

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

**2. The money value of such holidays as may have accrued as of the date of the termination, being apportioned at the rate of one holiday per month of actual service.**

3. The money value of the unused sick leave days based upon the salary in the year of termination in accordance with the "Retirement Incentive Bonus Ordinance".

4. Salary to the date of termination.

5. Reimbursement for unused compensatory time.

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

1. Money value of such vacation as may have been earned in the year prior to termination and not taken by the member, and the money value of the full term of vacation to which he would be entitled in the year of the termination in accordance with past practice.

2. Reimbursement for unused Compensatory Time.

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



**ARTICLE XIX**

**PROMOTIONS AND ASSIGNMENTS**

**A. 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.**

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

**ARTICLE XX**

**MISCELLANEOUS**

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

B. The Township agrees that the existing "Attendance Incentive System for Retirement Bonus" shall be continued during the term of this agreement.

C. The Township agrees to maintain a system which will guarantee the safety of all moving and other equipment used by the Department.

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

**E. Rights of Employees in Disciplinary or other Investigations.**

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

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

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

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

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

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

**ARTICLE XXI**

**AGENCY SHOP**

A. It is agreed that at the request of the SOA, the Township shall make appropriate payroll deductions of employees covered under this agreement, in accordance with the provisions of the New Jersey "Agency Shop Law".

**ARTICLE XXII**

**SEVERABILITY**

A. If any of the provisions of this agreement shall be held to be invalid or unenforceable by a court or administrative agency of competent and final jurisdiction, the remainder of the provisions of this agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable as above indicated, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XXIII

EMBODIMENT OF AGREEMENT

A. This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or agreement between the Township and the SOA or any individual employee covered by this agreement is hereby superceded. This agreement may not be modified or amended except by mutual consent of the parties hereto.