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AGREEMENT

Galloway Township

Township of Galloway

and

Policemen's Benevolent Association
P.B.A., Mainland Local #77

X September 21 , 1982

AGREEMENT

This Agreement, dated the 21st day of September, 1982, by and between the Township of Galloway, County of Atlantic and State of New Jersey, hereinafter referred to as "Township" and the Policemen's Benevolent Association, Mainland Local #77, hereinafter referred to as "PBA #77."

ARTICLE 1: PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Revised Statute 34:13A-5.1, et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the Township and its employees, to provide for the resolution of legitimate grievances and to prescribe the rights and duties of the Township and its employees, all in order that the public service shall be expedited and effectuated in the best interests of the citizens of the Township of Galloway.

ARTICLE 2: EMPLOYEE REPRESENTATIVE

2.1 Majority Representative: The Township recognizes the majority representative of the PBA #77 as the exclusive negotiating agent for all regularly appointed, full time police personnel within the Township of Galloway, hereinafter referred to as the "Employees." The Township and the Employees agree that the majority representative of PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for the adjustment of disputes and grievances and all other related matters.

2.2 Steward: The PBA #77 has appointed Detective

James Brennenstuhl of the Galloway Township Police Department as the PBA Steward for the duration of this Agreement and, in his absence, Patrolman _____ as the alternate Steward and they shall be granted all of the rights and privileges of that position.

ARTICLE 3: GRIEVANCE PROCEDURE

3.1 Definition: A grievance is any dispute between the parties concerning the application of interpretation of the Agreement or any complaint by any Employee as to any action or non-action which violates any right arising from his or their employment.

3.2 Grievance Steps:

A. Step One - Any and all grievances by an Employee and responses thereto by the Township shall be submitted to the Steward of the PBA in writing within ten (10) days of its occurrence or the knowledge of its occurrence. The PBA #77 shall appoint an Association Grievance Committee, hereinafter referred to as the "Committee," and the Committee shall receive, screen and process all grievances within fifteen (15) days of written receipt. The resolution of grievances shall take place without discrimination and irrespective of membership in or affiliation with the PBA #77.

B. Step Two - If the Committee is not able to resolve the grievance within five (5) days after screening and acceptance of same, it shall submit the grievance to the Chief of Police. The Chief of Police must recommend a decision, in writing, within five (5) days of receipt of the grievance to the Township Manager.

- C. Step Three - The Township Manager must render a written decision regarding the grievance within fifteen (15) days of receipt of the recommendation of the Chief of Police.
- D. Step Four - In the event the grievance is not resolved in Step Three, either party may refer the matter for impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the New Jersey Public Employment Relations Commission within ten (10) days of receipt of the decision in Step Three that they are moving a grievance to arbitration and shall request that a list of arbitrators be furnished to the Township and the Committee.
- E. If the Township and Committee cannot mutually agree to a satisfactory arbitrator within fifteen (15) days of receipt of the list from the Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and, within the meaning of this Agreement, he shall render his award in writing which shall be final and binding on all parties. The cost of the arbitrator's fee shall be shared equally by the Township and the PBA #77, as required in Chapter 303, Laws of 1968.
- F. Any stewards or officers of the PBA #77 employed by the Township whose presence is required in the grievance procedure, shall be released from work without loss of pay for such purpose and any witnesses employed by the Township, reasonably required, shall be made available during working hours without loss of any pay for the purpose of the disposing of any grievance or arbitration matter.
- G. Time extensions in any step of the grievance procedure may be mutually agreed to by the Township and the Committee. All

such extensions shall be in writing and signed by a representative of the Township and of the Committee.

ARTICLE 4: NON DISCRIMINATION

The Township and Employees both recognize that there shall be no discrimination by reason of sex, creed or racial origin with respect to employment, employment conditions and/or promotions. The Township further agrees that it will not interfere with nor discriminate against an Employee because of membership in or affiliation with or legitimate activity on behalf of the PBA #77. The Township will not encourage membership in any other association or union nor do anything to interfere with the representation of the Employees by the PBA #77.

ARTICLE 5: BULLETIN BOARD

The Township shall permit the use of a bulletin board, located in the Police Department in an area accessible by all Employees therein, to the PBA #77 for the purpose of posting notices concerning PBA business and activities.

ARTICLE 6: MANAGEMENT RIGHTS

6.1 It is understood by PBA #77 and the Employees that nothing contained in this Agreement shall alter or deprive the Township of any of its rights to govern the Police Department as set forth in the Township Charter or any State law or regulation.

6.2 The Township, the PBA #77 and the Employees understand and agree that the supervisory officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this Agreement and they shall be objective in their dealings with all personnel subordinate to them.

ARTICLE 7: STRIKES

The PBA #77 and the Employees assure and pledge to the Township that their goals and purpose are such as not to condone strikes, work stoppages, slowdowns, sickouts or any other such method which would interfere with police service to the public or violate the Constitution and laws of the State of New Jersey. The PBA #77 and the Employees pledge not to initiate such activities nor advocate or encourage other employees to initiate the same. The PBA #77 and the Employees will not support any member of the Association acting contrary to this provision.

ARTICLE 8: POLICEMEN'S RIGHTS

ARTICLE 9: HOLIDAYS

9.1 Effective January 1, 1980, all Employees covered by the Agreement receive pay, based on their daily rate of compensation, for twelve (12) holidays in lieu of taking time off for these holidays annually.

9.2 Said accumulated pay shall be included in the first pay period in November of each year.

9.3 An Employee, during his first year of employment, will be entitled to the number of those holidays which fall between his date of hire and the end of the calendar year.

9.4 These holidays include:

New Year's Day	Independence Day	Veterans Day
President's Day	Labor Day	Thanksgiving Day
Good Friday	General Election Day	December 24th
Memorial Day	Columbus Day	Christmas Day

9.5 Any Township declared holiday which would increase the number of holidays for other Township employees over and above the aforementioned twelve (12) holidays, shall be given to those Employees covered by this Agreement as compensatory time off.

ARTICLE 10: VACATIONS

10.1 An Employee, after completing one (1) year's service, and according to the following schedule thereafter, shall be entitled to a paid vacation annually:

Upon completing one (1) year's service and
until the completion of five (5) years... 12 working days

Upon completing five (5) years' service and
until the completion of ten (10) years... 15 working days

Upon completing ten (10) years' service and
until the completion of twenty (20) yrs... 18 working days

Upon completing twenty (20) years of
service and thereafter 21 working days

10.2 It is the intent of this Article to ensure that personnel covered by this Agreement shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off, including but not limited to holidays referred to in Article 9, that fall during the vacation period, shall not be computed as part of the vacation. It is further agreed by the Township that the vacation days to which the Employees are entitled are not cumulative and will be given off by the end of the calendar year in which they are earned. In the event that scheduled vacations during the last two calendar months of the year are interrupted or cancelled due to emergency situations, as certified by the Township Manager and the Chief of Police, and such vacation time cannot be taken by the end of the calendar year, then all or part of such vacation time, as the case may be, shall be extended into the next calendar year, the scheduling of which shall be determined by the Chief of Police.

ARTICLE 11: PERSONAL DAYS

Each Employee covered under this Agreement shall have three (3) personal days per year which shall be increased to four (4) personal days per year effective January 1, 1983, which may be taken with the following conditions:

- A. The approval of the immediate supervisor shall be secured.
- B. There shall be 48 hours prior notice given the immediate supervisor.

ARTICLE 12: LEAVES

12.1 Sick Leave:

A. Defined sick leave is hereby defined as absence from post of duty by an Employee because of illness, accident, exposure to contagious disease or the requirement of the Employee to attend to a seriously ill family member. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave by the Employee after three (3) consecutive days of sick leave or leave in attendance of the Employee's immediate family. In the case of an illness of a chronic or recurring nature causing an Employee's periodic or repeated absence for three days or more, only one medical certificate shall be required for every six (6) month period as sufficient proof of need of sick leave by the Employee, provided however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment. In case of sick leave due to exposure to contagious disease, a certificate from the family physician may be required.

B. Accumulation - Every Employee covered by this Agreement shall, in addition to his or her paid vacation and holidays, be granted sick leave as defined above, with pay for not less than one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such Employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such time not taken shall accumulate to his or her credit from year to year. Such

Employee shall be entitled to utilize any or all such accumulated leave if and when needed and shall be entitled to utilize such leave upon retirement as terminal leave with pay. The Township shall not require any of its Employees who may be disabled through injury or illness as a result of or arising from his respective employment to utilize the sick leave accumulated under this section.

12.2 Severance Allowance:

- A. An Employee of the Township covered under this Agreement who, after completing ten (10) years of service, terminates his or her employment under honorable conditions, shall receive one half ($\frac{1}{2}$) of all accumulated sick leave as a severance allowance.
- B. The rate of pay for this allowance shall be computed on the Employee's daily rate of pay at the time of termination.
- C. The method of pay shall be determined by the Township Treasurer but shall be made in a lump sum payment if practicable and requested by said Employee. The minimum payment schedule permissible under this Agreement shall be six (6) equal monthly installments paid to the Employee.

12.3 Funeral Leave:

- A. Special leave of absence with pay, up to a maximum of four (4) working days, shall be granted to any Employee in case of death within his immediate family.
- B. The term "immediate family" shall include only father, mother, step-parent, mother-in-law, father-in-law, grandparent, sister or brother, spouse, child or foster child of an Employee, or relatives residing in his or her household.

C. The special leave period shall commence immediately following the death of such persons and the notification of the Department by the Employee. The leave is for the sole purpose of arranging for and attending the funeral service. Such special leave may be extended without pay at the discretion of the Chief of Police. The extended special leave, if granted, shall not constitute sick leave and shall not be deducted from the Employee's annual sick leave.

12.4 Injury Leave:

A. Injury leave shall be granted with full pay to Employees disabled through injury or illness as a result of or arising from their respective employment.

B. Any amount of salary or wages paid or payable to Employees because of leave pursuant to this Section (12.4B) shall be reduced by the amount of workmens' compensation awarded under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the injury or illness requiring such leave.

12.5 Leave for PBA Meetings:

The executive delegate and president (or appointed alternates) of the PBA #77 shall be granted leave from duty with full pay for all meetings of PBA when such meetings take place at a time when such officers are scheduled to be on duty, provided the affected officer gives reasonable written notice to the Chief of Police.

ARTICLE 13: SALARY, OVERTIME, LONGEVITY, COMPENSATORY TIME

13.1 Commencing January 1, 1982 and retroactive to said date, if applicable, and continuing through midnight, June 30, 1982, the annual base salary to be paid the following Employees of the Township shall be as follows. The pay periods

shall continue in the current practice.

Lieutenant	\$20,475	per annum
Sergeant	\$19,425	per annum
Senior Patrolman (after three (3) years of service) ..	\$18,480	per annum
Patrolman 3 (entering the third (3rd) year)	\$16,170	per annum
Patrolman 2 (entering the second (2nd) year)	\$14,553	per annum
Patrolman 1 (upon entry)	\$13,629	per annum

13.2 Commencing July 1, 1982 and retroactive to said date, if applicable, and continuing through December 31, 1982, the annual base salary to be paid the following Employees shall be as follows. The pay periods shall continue in the current practice.

Lieutenant	\$21,499	per annum
Sergeant	\$20,396	per annum
Senior Patrolman (after three (3) years of service) ..	\$19,404	per annum
Patrolman 3 (entering the third (3rd) year)	\$16,979	per annum
Patrolman 2 (entering the second (2nd) year)	\$15,281	per annum
Patrolman 1 (upon entry)	\$14,310	per annum

13.3 Commencing January 1, 1983 and retroactive to said date, if applicable, and continuing through midnight of June 30, 1983, the annual base salary to be paid the following Employees shall be as follows. The pay periods shall continue in the current practice.

Lieutenant	\$22,573	per annum
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Sergeant	\$21,416	per annum
Senior Patrolman (after three (3) years of service)..	\$20,374	per annum
Patrolman 3 (entering third (3rd) year)	\$17,828	per annum
Patrolman 2 (entering second (2nd) year)	\$16,045	per annum
Patrolman 2 (upon entry)	\$15,026	per annum

13.4 Commencing July 1, 1983 and retroactive to said date, if applicable, and continuing through midnight of December 31, 1983, the annual base salary to be paid the following Employees shall be as follows. The pay periods shall continue in the current practice.

Lieutenant	\$23,702	per annum
Sergeant	\$22,487	per annum
Senior Patrolman (after three (3) years of service)..	\$21,393	per annum
Patrolman 3 (entering third (3rd) year)	\$18,719	per annum
Patrolman 2 (entering second (2nd) year)	\$16,847	per annum
Patrolman 1 (upon entry)	\$15,777	per annum

13.5 Overtime:

- A. Overtime shall consist of all hours worked in excess of eight (8) hours per day, or forty (40) hours per week.
- B. All Employees covered by this Agreement shall, in addition to their base salaries, be paid one and one half times their hourly rate of base pay computed on the basis of an eight hour day, forty hour work week for all overtime hours worked including, but not limited to, the following:

Court appearances and unscheduled overtime spent on emergencies and other extra duty activities approved by the Chief of Police and the Township Manager. With respect to the provisions of this paragraph, all Employees covered by this Agreement shall receive a minimum of two (2) hours of pay at time and one half rates for a) call back duty and b) court time outside of the regularly scheduled time.

C. All overtime payments shall be paid in the pay period immediately following the period in which it was worked.

13.6 Previous Service: Credit of up to and including three (3) years of previous service as a police officer shall be given to those newly hired employees who have successfully completed the required courses of study at an accredited police academy. Documentation of previous service shall be determined by the Chief of Police.

13.7 Longevity:

A. Each Employee covered by this Agreement shall be paid in addition to and together with his or her annual base salary as listed in Article 13.1, 13.2, 13.3 and 13.4, additional compensation based upon the length of his or her service.

B. Longevity pay shall be computed on the basis of the Employee's anniversary date of employment each year and will be paid in the same periods as salary.

C. The longevity schedule to be used is as follows:

Years of Service	Percent Annual Base Salary
Completing five (5) years	2%
Completing ten (10) years	4%
Completing fifteen (15) years	6%
Completing twenty (20) years	8%
Completing twenty-five (25) years	10%

13.8 Compensatory Time Off: Effective June 1, 1979 and continuing through the duration of this Agreement, compensatory time off at the rate of time and one half may be given in lieu of overtime payments at the request of the Employee and with the approval of the Chief of Police or Lieutenant of Police provided, however, that the compensatory time off is requested prior to the pay period the overtime payments are to be made.

ARTICLE 14: ACTING OFFICER

Any Employee who shall have been appointed by the Township Manager, who shall have taken into consideration the recommendation of the Chief of Police, to act for a senior officer and who shall have performed the duties thereof for a continuous period of thirty (30) days, shall thereafter be granted compensation appropriate to such office for the time so held. This Article is effective as of January 1, 1978.

ARTICLE 15: COLLEGE ALLOWANCE

15.1 The Township and the PBA #77 agree that the amount and quality of an Employee's education often determines the value of his contribution to the community and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage the Employees to achieve the advantages of higher education and in order to attract applicants with advantages of higher education, the Township agrees to pay an allowance in the amount of Fifteen Dollars (\$15.00) per credit up to a maximum of Six Hundred Dollars (\$600.00) to each Employee who has received academic credits for study in any institution of higher education which offers a curriculum

leading to or accreditable toward a Baccalaureate or Associate's degree in law enforcement and which is an accredited institution of higher learning.

15.2 Payments for all credits attained by existing Employees shall be paid on the first pay day in November of each year. Payments for new Employees shall be computed from entry date and paid in the same manner.

15.3 Courses must first be approved by the Chief of Police and the Township Manager and a grade of "C" or better must be earned. Credits earned must be verified by an official transcript.

15.4 The Township agrees to pay for the cost of the necessary books used in the course which has been successfully passed by the Employee. The Employee must present a receipt for said books. The books are to become the property of the Township, to be placed in a library for police officers requiring their use.

ARTICLE 16: HOSPITALIZATION INSURANCE

16.1 The Township agrees to provide New Jersey Blue Cross (UCR series) and Blue Shield hospitalization insurance with Rider J for all Employees covered by this Agreement, at the Township's expense. Any Employees covered by this Agreement who elect to participate in the Southshore Health Plan may do so and agree to be responsible for any costs to the Township in excess of the costs to the Township of providing to that Employee the Blue Cross (UCR series) insurance.

16.2 The Township further agrees to provide major medical insurance for all Employees covered by this Agreement, at the Township's expense.

16.3 The Township agrees to pay the premium required for single and married Employees for the Eastern States H & W Fund. This fund will cover the cost of prescription drugs and dental and optical expenses.

ARTICLE 17: CLOTHING ALLOWANCE

17.1 Each Employee covered under this Agreement shall receive a clothing allowance of Five Hundred Dollars (\$500.00) annually. This allowance is to be paid in two equal installments of Two Hundred and Fifty Dollars (\$250.00) each, the first to be paid on May 1st and the second to be paid on October 1st.

17.2 This allowance is intended to cover the replacement, cleaning and maintenance of clothing and/or uniforms.

17.3 The Township shall provide new Employees with the initial issue and the first allowance shall be prorated from the date of hire.

17.4 The replacement of equipment damaged or destroyed in the line of duty shall be treated as follows:

- A. A damaged or destroyed weapon and/or holster shall be replaced by the Township.
- B. All claims for damaged prescription eyewear, watches and briefcases shall be reviewed by a panel which will consist of the PBA shop steward, the Chief of Police and a member of the Township administration.
- C. If approved for replacement by said panel, these items shall be replaced as follows:
 - Prescription eyewear - actual replacement cost of identical equipment.
 - Watches - actual replacement up to \$50.00 in value.
 - Briefcases - actual replacement up to \$25.00 in value.

ARTICLE 18: CONTINUATION OF BENEFITS NOT
COVERED BY THIS AGREEMENT

All practices and conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Township Charter, Ordinances, Rules and Regulations of the Police Department and any present or past benefits which are enjoyed by Employees covered by this Agreement that have not been included in this Agreement and which are not inconsistent with the Agreement shall be continued provided, however, that this shall not pose any limitations upon the Township to negotiate any past benefits as part of any new contract.

ARTICLE 19: SAVINGS CLAUSE

19.1 In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable law of the State of New Jersey, such determination shall not impair the validity and enforceability of the remaining provisions of this Agreement.

19.2 In the event that any provision of this Agreement conflicts with any Township ordinance, the Township agrees that such ordinance shall be repealed or amended to conform to the terms of this Agreement.


ARTICLE 20: DURATION OF AGREEMENT

20.1 This Agreement shall be in full force and effect from January 1, 1982 until midnight, December 31, 1983.

20.2 The parties agree that negotiations for a successor agreement shall commence no later than September 14, 1983 for the purpose of modifying, amending, altering and/or changing the items and/or provisions of this Agreement. It is

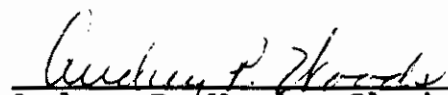
understood that the PBA #77 is seeking a successor agreement, commencing from January 1, 1984, as limited by the provisions set forth in N.J.S.A.34:13A. This Agreement shall remain in full force and effect until a successor agreement is reached.


Harry Leeds Mayor


James Brennenstuhl Steward

Dated: October 13, 1982

ATTESTED:


Audrey P. Woods, Clerk

TOWNSHIP SEAL

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AGREEMENT

Galloway Township

Township of Galloway

and

Policemen's Benevolent Association

PBA, Mainland Local #77

X September 21 , 1982