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LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

AUG 1 1989

RUTGERS UNIVERSITY

AGREEMENT made this 4<sup>th</sup> day of August,  
Branchburg Township of  
1987, by and between the Township of Branchburg in the County of  
Somerset, a municipal corporation of the State of New Jersey,  
hereinafter referred to as "the Township" and the Branchburg  
Township Police Sergeants Association, hereinafter referred to  
as "the Association".

Whereas, the Township and the Association recognize  
that it will be to the benefit of both to promote mutual  
understanding and foster a harmonious relationship between the  
parties; and

Whereas, it is the mutual desire of the parties to  
adopt an agreement consistent with the accords reached during  
negotiations between the parties, which accords have been duly  
accepted by the Township and the Association;

Now, therefore, it is agreed as follows:

A. Recognition. The Township recognizes the Association as the  
sole and exclusive bargaining agent with respect to terms and  
conditions of employment for all police officers of the Township  
holding the rank of Sergeant. This recognition and all  
resulting negotiations shall be pursuant to and in compliance  
with the New Jersey Employer-Employee Relations Act, NJS  
34:13A-1 et seq.

x January 1, 1987 - December 31, 1988

B. Terms of Police Officers' Agreement. Except as expressly modified by this Agreement, the terms of agreement between the Township and the Fraternal Order of Police, Lodge #14, as those terms may be modified, amended, or replaced from time to time, shall apply fully between the Township and the Association.

C. Compensation.

1. The base annual wage for Sergeants covered by this Agreement shall be as set forth in Schedule "A".

2. Overtime shall be calculated for Sergeants as overtime is calculated for police officers, except that:

a. Sergeants will on request be paid for overtime. If a Sergeant chooses to request compensatory time off instead of overtime pay, the request must be approved by the police administration.

b. No Sergeant shall be permitted to accumulate more than forty (40) hours in compensatory time off.

3. In addition to other compensation, each officer shall be paid longevity compensation in accordance with the same schedule applicable to police officers.

D. Holidays. Each Sergeant shall annually receive fourteen (14) holidays. The particular days taken as holidays by each Sergeant shall be as arranged by the Sergeant and the police administration. Each Sergeant may elect to work up to five holidays, but must inform the police administration of the holidays to be worked not later than September 1st of each year. Holidays worked shall be compensated at straight time, payment

to be made in a single check on the second regular payroll date in December. Other holidays not taken within the calendar year shall be waived unless otherwise approved by the Township Committee on recommendation of the police administration.

E. Meaning and Interpretation of this Agreement.

1. This Agreement shall be interpreted under the law of the State of New Jersey and the rules and regulations of the New Jersey Employer-Employee Relations Commission.

2. Nothing contained in this Agreement shall alter the authority conferred by statute, administrative regulation, ordinance, resolution, or by the Police Manual of the Township upon the Township or any Township official, or in any way abridge or reduce their authority.

3. Nothing contained in this Agreement shall be construed to deny or restrict the rights which any Sergeant may have under any other applicable laws and regulations.

4. If any provision of this Agreement or the application of this Agreement to any employee or group of employees is held to be contrary to law, the validity and application of the remaining provisions or to the remaining employees shall not in any way be affected or impaired.

F. Duration. The term of this Agreement shall be from January 1, 1987 through December 31, 1988. If a new agreement has not been executed by December 31, 1988, then this Agreement shall continue in full force and effect until a successor agreement is executed.

ATTEST:

Township of Branchburg

Marie G. Chernesky  
Marie G. Chernesky,  
Administrator/Township Clerk

By: Richard J. Walsh  
Richard J. Walsh, Mayor

WITNESS:

Branchburg Township Police  
Sergeants Association

Sgt. Robert W. Lyle  
Sgt. Robert W. Lyle

By: Sgt. Scott Miller  
Sgt. Scott Miller

SCHEDULE A

AGREEMENT BETWEEN:

THE TOWNSHIP OF BRANCHBURG  
AND

BRANCHBURG TOWNSHIP POLICE SERGEANTS ASSOCIATION

ANNUAL BASE WAGE

EFFECTIVE  
JANUARY 1, 1987

\$34,077.00

EFFECTIVE  
JANUARY 1, 1988

\$35,610.00

mgc  
7/17/87