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AGREEMENT BETWEEN

THE TOWNSHIP OF BERKELEY

AND

BERKELEY TOWNSHIP POLICE SUPERIOR
OFFICER'S ASSOCIATION

JANUARY 1, 1987 THROUGH DECEMBER 31, 1989

Prepared By:

Berkeley Township Superior
Officer's Association
P.O. Box B
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TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT.....	1
ARTICLE I: RECOGNITION AND SCOPE OF AGREEMENT.....	1a
ARTICLE II: COLLECTIVE BARGAINING PROCEDURE.....	2
ARTICLE 111: CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME.....	3
ARTICLE IV: DISCRIMINATION AND COERCION.....	5
ARTICLE V: SICK LEAVE.....	6
ARTICLE VI: WORK DAY -- WORK WEEK.....	8
ARTICLE VII: OVERTIME.....	9
ARTICLE VIII: SALARY.....	11
ARTICLE IX: LONGEVITY.....	12
ARTICLE X: CLOTHING.....	13
ARTICLE XI: EDUCATION.....	14
ARTICLE XII: LEGAL AID.....	15
ARTICLE XIII: INSURANCE.....	16
ARTICLE XIV: VACATIONS.....	17
ARTICLE XV: HOLIDAYS -- EMERGENCY DAYS.....	18
ARTICLE XVI: BEREAVEMENT LEAVE.....	19
ARTICLE XVII: TERMINATION BENEFIT.....	20
ARTICLE XVIII: GRIEVANCE PROCEDURE.....	22
ARTICLE XIX: ARBITRATION.....	24
ARTICLE XX: EMPLOYEE RIGHTS.....	26
ARTICLE XXI: MANAGEMENT RIGHTS.....	28
ARTICLE XXII: SAVINGS CLAUSE.....	29
ARTICLE XXIII: EMPLOYEE SENIORITY.....	30
ARTICLE XXIV: DISCIPLINE.....	31
ARTICLE XXV: DURATION.....	32
SIGNATURES.....	33

THIS AGREEMENT made this 1st day of January , 1987

through December 31, 1989, by and between:

BERKELEY TOWNSHIP POLICE SUPERIOR OFFICERS ASSOCIATION, hereinafter referred to as "Association,"

and

THE TOWNSHIP OF BERKELEY, a public body politic in the County of Ocean, State of New Jersey, hereinafter referred to as "Employer."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relationships between the Employer and its employees, and to establish a basic understanding relative to terms and conditions of employment consistent with law.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto do agree with each other and with respect to the employees of the Employer recognized as being represented by the Association as follows:

1. It is the intent of the parties herein that this Agreement constitutes the full and complete agreement between the parties. Any provision not expressly provided in this Agreement or required or mandated by law is hereby reserved as a management prerogative of the Employer.

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

SECTION I: The Employer hereby recognizes the Association as the sole and exclusive representative of all full-time employees of the bargaining unit as defined in Article I, Section II herein for the purposes of collective bargaining and all activities and processes relevant thereto.

SECTION II: The bargaining unit shall consist of all the regular, full-time Captains and Lieutenants of the Police Department of the Township of Berkeley now employed or hereinafter employed.

SECTION III: This Agreement shall govern all wages, hours, and other terms and conditions of employment herein set forth.

SECTION IV: This Agreement shall be binding upon the parties hereto.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

SECTION I: Consistent with Chapter 123, Public Laws of New Jersey 1975, and amendments thereto, bargaining with respect to the rates of pay, hours of work, or other terms and conditions of employment as determined by law shall be conducted by the duly authorized bargaining agent of each of the respective parties. Unless otherwise designated, the Mayor of the Employer or his designee and the President of the Association or his designee shall be respective bargaining agents for the parties.

SECTION II: Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

SECTION III: Except as this Agreement shall hereinafter otherwise provide, all express terms and conditions of employment applicable on the effective date of this Agreement to members covered by this Agreement as established by published rules, regulations and/or published policies of the Township in force on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.

Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any member benefit expressly provided by the Township prior to the effective date of this Agreement.

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

SECTION I: The employer shall permit the President of the Association and one member of the Association Grievance Committee to conduct the business of the Committee, which consists of conferring with the employees and management on specific grievances in accordance with the grievance procedure set forth herein. Such persons will be granted reasonable time to a limit of one hour during duty hours without loss of pay and with prior approval of his department head or designee and providing the conduct of said business shall not diminish the effectiveness of the police department, or require the recall of off-duty policemen to bring the department to its proper effectiveness. Said time off may only be granted after the grievance has been formally presented in writing. The Association Grievance Committee shall not exceed two (2) persons, and are to be designated by the Association and made known to the Chief of Police in writing.

SECTION II: The Employer may permit members of the Association Negotiating Committee to attend collective bargaining meetings during the duty hours of the member. However, when practicable, the negotiation session will be set during off-duty hours.

SECTION III: The Employer shall grant the Association reasonable use of the Employer's facilities and equipment for

the purpose of conducting Association business as long as said facilities and equipment shall not incur any additional expense to the Employer and the Association shall be responsible for the cleaning of said facility after its use.

SECTION IV: The Employer shall permit the President of the Association to attend arbitration hearings, grievances and unfair practice hearings, without loss of pay.

SECTION V: The President and his designees of the Superior Officers Association shall be excused from their work assignments to attend to Association business and attend functions as representatives of the Association.

It is further understood that said Officer must notify the Chief of Police of his designees and it is further understood that such time is limited to an aggregate of sixteen (16) hours per month, non-cumulative.

This leave shall not be denied for any reason, to any Officer.

It is also understood that the privileges, granted by this Section, are exclusive of other sources of this Article.

ARTICLE IV

DISCRIMINATION AND COERCION

SECTION I: There shall be no discrimination, interference or coercion by the Employer or employee or its organization of any of its agents against employees represented by the Association because of membership or activity in the Association or because of their affiliation with the Employer. Neither party shall intimidate or coerce each other, its employees or representatives. Neither the Employer nor the Association shall discriminate against any person because of race, creed, color, national origin, or political affiliation.

SECTION II: The Employer and the Association agree that an agency shop provision is passed into law, Ch. 477, P.L. 1979, which grants the Association the right to a representation fee of up to 85 percent of union dues for non-members. It is the intention of this Agreement that said fee of 85 percent be granted to the Association and that non-members shall pay said fee effective January 1, 1987. The parties shall comply with all aspects of the law in regard to agency shop as well as to save the Employer harmless on all matters arising out of the enforcement of this Section.

ARTICLE V

SICK LEAVE

SECTION I: Sick leave may be utilized by full-time employees when they are unable to perform their work by reason of personal illness, accident, or exposure to dangerous contagious disease.

SECTION II: All permanent, full-time employees covered by this Agreement shall be granted sick leave with pay. During an employee's first year of service, he will be granted one day for each month of complete service of full-time employment. From the beginning of the employee's second year of service, he will be granted fifteen (15) days for each year thereafter.

SECTION III:

A. If an employee is absent for reasons that entitle him to sick leave, he shall notify his supervisor no later than one hour prior to his usual reporting time.

B. Failure to notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

C. Absence without notice for five (5) consecutive days shall constitute a resignation.

SECTION IV:

A. An employee who shall be absent on sick leave for five (5) or more consecutive working days may be required by the Employer to submit acceptable medical evidence substantiating the illness or injury.

1. A member who has been absent on sick leave for periods totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six months.

2. The member's department head may require proof of illness of an employee on leave, whenever such requirement appears reasonable.

B. In case of leave of absence due to exposure to dangerous contagious disease, a certificate from the Department of Health shall be required.

C. The department head may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Employer, by a physician designated by the Employer. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

D. Any changes in Civil Service Law will automatically be binding upon this Agreement.

ARTICLE VI

WORK DAY -- WORK WEEK

SECTION I:

- A. The work day for Superior Officers shall be eight (8) hours.
- B. The work week for members shall consist of forty (40) hours in a seven (7) day work period.

SECTION II: The employer recognizes that certain individuals may have a specific request as to hours of work. All requests from employees involving the changing of one's working hours will be considered by the Chief of Police. Such requests may be considered as long as, in the judgement of the Chief, a balance of experience is maintained with each group and the effectiveness and needs of the Department are not impaired. All decisions rendered by the Chief under this Article shall not be subject to the grievance procedure as contained herein.

ARTICLE VII

OVERTIME

SECTION I: The Employer agrees that compensation for overtime consisting of time and one-half shall be paid to all employees covered by this Agreement, after they have exceeded forty (40) hours in a work week.

SECTION II: No employee shall work in excess of forty (40) hours in a work week unless said overtime is authorized by his department head or designee.

SECTION III: Whenever possible, a two (2) hour notification period shall be given to a member of the Association prior to working an overtime shift.

SECTION IV: In the event that an employee is called to duty on what is normally his off-duty hours, he shall be paid overtime at the rate of time and one-half for a minimum of four (4) hours, arraignment time included. In the event any member is required to remain beyond or during his call out, he shall be paid at two times his hourly rate of pay.

SECTION V: Availability of overtime work shall be posted on a rotating basis by the department head or his designee so as to eliminate any possible favoritism to any particular employee.

SECTION VI: A maximum of four (4) hours shall be paid for civil court appearance of an officer at the rate of time and one-half if duty related.

SECTION VII: In the event that an employee wishes to forego his overtime pay pursuant to this Article and obtain compensatory time at the rate of one and one-half for every hour worked, the employee and the Chief may mutually agree on said compensatory time. However, the Chief of Police shall have the final decision as to whether the employee be paid or shall receive compensatory time.

ARTICLE VIII

SALARY

The annual salary for each member of the Association for the years 1987, 1988, and 1989 will be established by the following:

1. A Lieutenant's annual salary will be established by a 13.5% differential above the rank of Sergeant.
2. A Captain's annual salary will be established by the addition of the monetary differential between the rank of Lieutenant and Sergeant which is to be added to the salary of that of a Lieutenant.

<u>RANK</u>	<u>1/1/87</u>	<u>7/1/87</u>	<u>1/1/88</u>
Lieutenant	\$38,042	\$39,753	\$42,238
Captain	\$42,567	\$44,481	\$47,262

3. The salary increase for 1989 with respect to the aforementioned titles will be formulated subsequent to a negotiated agreement for 1989 for the rank of Sergeant, with the further application of Sections one and two above.

ARTICLE IX

LONGEVITY

SECTION I: Each employee under this Agreement shall be paid, in addition to his annual wage, a longevity increment based upon his years of continuous employment in the Berkeley Township Police Department in accordance with the following:

- A. Upon completion of five (5) years of continuous service, \$500 to be added to his base salary.
- B. Upon completion of ten (10) years of continuous service, an additional \$500 to be added to base salary.
- C. Upon completion of fifteen (15) years of continuous service, an additional \$500 to be added to his base salary.
- D. Upon completion of twenty (20) years of continuous service, an additional \$500 to be added to his base salary.
- E. Upon completion of twenty-five (25) years of continuous service, an additional \$500 to be added to his base salary.
- F. Such increments shall be added to base salary and be paid accordingly, the maximum amount of longevity being \$2,500 as reflected in this section. Periods of leave of absence shall not be counted for purposes of this Section.

SECTION II: Each employee covered by this Section shall receive an increment based on the date of the anniversary of his employment with the Employer. Any claims by the Association or its members for longevity increments due and payable prior to January 1, 1982 be and are hereby waived, which claims shall not be asserted either under this grievance procedure, Civil Service Rules and Regulations, a claim before PERC, or any other jurisdiction, forum or court.

ARTICLE X

CLOTHING

SECTION I: A clothing allowance in the amount of \$550 per year for each year of this Agreement shall be paid to every member. Said payment shall be through the established voucher system and paid in the form of a check.

SECTION II: The Employer shall pay to every permanent member the sum of four hundred fifty dollars (\$450) per year for the maintenance of uniforms. All uniform maintenance payments shall be made through the established voucher system of the Employer and paid by check.

SECTION III: All employees covered by this Agreement shall be entitled to an annual allowance for maintenance of firearms and all necessary ballistic materials in the amount of \$100 to be paid by the established voucher system in the form of a check.

ARTICLE XI

EDUCATION

SECTION I: The Employer agrees to compensate employees for tuition and books for police-related courses or police science approved curriculum. Prior to enrollment, the permission of the Employer must be obtained after recommendation of the Chief of Police.

SECTION II: A member of this Association shall receive an additional \$600 per year if subsequent to January 1, 1982 he attains an Associates Degree or upon successful completion of 64 college credits.

SECTION III: If a member of this Association shall receive a Bachelor's Degree or higher or equivalent credits (128) after January 1, 1982, he shall receive an additional \$250 so that his salary will be increased by a total sum of \$850 after consideration of Section II above.

ARTICLE XII

LEGAL AID

SECTION I: The Employer will provide in civil matters legal aid to all personnel covered by this Agreement in suits or other legal proceedings commenced against them arising from incidents arising out of and in the course of his line of duty.

SECTION II: Where any member of the Association is accused of a criminal activity, the Employer shall provide such legal assistance as required by state law which shall be administered in accordance with the Employer's practice and procedure in effect at that time.

ARTICLE XIII

INSURANCE

SECTION I: The Employer shall provide personal injury liability insurance and false arrest insurance with coverage for all employees within the course of employment.

SECTION II: The Employer shall provide to all employees covered by this Agreement and their families an insurance plan equal to or better than 750 Series Blue Cross/Blue Shield 365 days' Plan, including Rider "J" and Major Medical Benefits. The premiums shall be paid by the Township.

SECTION III: The Employer shall continue to maintain its existing Worker's Compensation insurance for all members covered by this Agreement.

SECTION IV: The Employer shall continue to provide such automobile liability insurance for all vehicles of the Police Department currently in effect and shall keep same in effect at all times during the term of this Agreement.

SECTION V: The Employer will provide to all members of the Association, effective January 1, 1982, a prescription drug plan which will be \$1.00 co-pay. The premium for the plan selected by the Employer will be paid for by the Employer.

SECTION VI: The Township shall provide for each member, at Township expense, a complete, full family coverage, including orthodontics, of Dental Health Insurance.

SECTION VII: In the event of disability, retirement, or just cause separation, the Employer shall allow the individual member affected to remain on the health insurance program presently in effect at the time of the signing of this Agreement at no cost to the Employer and if permitted by the carrier.

ARTICLE XIV

VACATIONS

SECTION I: Each member represented by the Association who has had the length of continuous employment in the table following shall be entitled to the working time shown as vacation with pay at his regular rate of pay:

LENGTH OF EMPLOYMENT

VACATION TIME

Beginning fifteen (15) years of service and thereafter

28 days per year

Beginning twenty-five (25) years of service and thereafter

30 days per year
(maximum contemplated under this Agreement)

SECTION II: Eligibility for vacation shall be computed as of the first day of the month in which the individual member represented by the Association was hired. Vacation time shall not be cumulative from year-to-year. However, the Employer recognizes a need might arise for an individual to carry-over a given amount of vacation time from one year to the next. The Employer shall grant any individual member an opportunity to appear before the Employer with a special request for the carryover of a maximum of one year's accrued vacation or any lesser sum under specific individual circumstances. The Employer reserves the right to either approve or deny the request based solely on the Employer's discretion.

ARTICLE XV

HOLIDAYS -- EMERGENCY LEAVE

SECTION I: The following shall be recognized as holidays:

1. New Years Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. July 4th (Independence Day)
8. Labor Day
9. Columbus Day
10. Election Day
11. Veterans Day
12. Thanksgiving
13. Friday following Thanksgiving
14. Half-day Christmas Eve
15. Christmas Day
16. Half-day New Years Eve

SECTION II: The above-mentioned holidays shall be paid or the employee shall be compensated by a lump sum on the first payday of November.

SECTION III: Members shall be entitled to emergency leave of up to three (3) days per year upon receipt of prior approval by a department head.

SECTION IV: In the event any member is scheduled to work on any of the above-listed holidays, he shall be paid at the rate of one-and one-half times for the hours worked.

SECTION V: In the event any member is scheduled to be off and who is called to duty on any of the above holidays, he shall be paid at the rate of two times his hourly rate.

SECTION VI: Each member shall be entitled to four (4) personal leave days per year for business which normally cannot be handled during his scheduled work shift. Personal leave shall not be cumulative.

ARTICLE XVI

BEREAVEMENT LEAVE

SECTION I: Each member may be granted six (6) days leave with pay upon death of a member of his immediate family. The first three (3) days of said six (6) shall be granted. The remaining three (3) days of the six may be granted at the discretion of the Township Administration. Said days shall not be charged against sick leave or vacation time. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, and grandparents of both Officer and spouse.

SECTION II: Employee shall be granted one (1) day off with pay in the event of the death of an aunt, uncle, or cousin of both Officer and spouse.

ARTICLE XVII

TERMINATION BENEFIT

SECTION I: Upon retirement, the Township agrees to purchase back all accumulated unused sick days. Payment for said sick days shall be in the form of one payment at the time of retirement. All accrued vacation, holidays, or sick leave owed to any member at the time of his death, while in the employment of the Township, shall be paid to his beneficiary or estate. Payment shall be computed at the rate of pay the member earns at the time of his retirement or death.

SECTION II: If any member is affected by a reduction in force (layoffs), he shall have at his option either accepting full payment for all earned and accumulated benefits covered under this Agreement or having these benefits accrue until recalled by the Township.

SECTION III: If any individual covered by this Agreement decides to voluntarily leave his or her employment with Berkeley Township, the Employer agrees to purchase back unused and accumulated sick days based upon the following schedule.

A. If an individual used 10 percent or less of his accumulated sick days, the Employer will purchase back the balance of all unused days.

B. If an individual used between 10.1 percent and 20 percent of his total earned sick days, the Employer agrees to purchase back 75 percent of the remaining unused days.

C. If an individual used between 20.1 and 30 percent of his total earned sick days, the Employer agrees to purchase back 50 percent of the remaining unused days.

D. If an individual used between 30.1 and 40 percent of his total earned sick days, the Employer agrees to purchase back 25 percent of

the remaining unused days.

E. If an individual used between 40.1 and 50 percent of his total earned sick days, the Employer agrees to purchase back 10 percent of the remaining unused days.

F. If an individual has used over 50.1 percent, the Employer will not purchase back any unused sick days.

SECTION IV: For the purpose of this Article, sick leave may be earned by an employee on the following basis:

A. During his or her first year of employment, the individual employee earns one day per month of his employment.

B. From the second year forward, the individual earns 1 1/4 days per month of employment.

SECTION V: This Article does not apply to any individual who leaves the employ of Berkeley Township because of disciplinary procedure filed against him or other legal action of a similar nature. Discipline shall be defined as published in R.S. Title 11 (Civil Service).

ARTICLE XVIII
GRIEVANCE PROCEDURE

SECTION I: A grievance shall be a complaint arising out of interpretation, application, or violation of policies, agreements, and administrative decisions affecting any employee.

SECTION II: No grievance can be instituted by any employee after thirty (30) days of the alleged incident's occurrence.

SECTION III: If, at any step in the grievance procedure, Management's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

SECTION IV: Grievance Steps

Step 1. The President of the Association or his duly authorized and designated representative shall present orally the grievance or grievances to the Chief of Police or his duly designated Township representative. An answer shall be submitted to the Association within three (3) days.

Step 2. If the oral grievance is not resolved at Step 1, or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance in writing to the Chief of Police, within three (3) working days of receipt of the Step 1 answer. This presentation shall set forth the position of the Association and, at the request of either party, discussion may ensue. The Chief of Police shall answer the grievance in writing within five (5) working days after receipt of the grievance setting forth the position of the Employer.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the Association within the time set forth in Step 2, the grievance may be presented in writing within three (3) working days after receipt of the Step 2 decision, to the Township Administration. The final decision of the Township Administration shall be given to the Association in writing within twenty-one (21) days after receipt of the grievance by the Township Administration.

Step 4. If the grievance has not been settled by the parties at Step 3 of the grievance procedure, or if no answer in writing by the Township Administration has been received by the Association within the time provided in Step 3, the Association may demand arbitration of the grievance within thirty (30) days as set forth in Article XIX, entitled Arbitration, hereinafter set forth.

SECTION V: Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A of the revised New Jersey Statutes.

ARTICLE XIX

ARBITRATION

SECTION I: If a grievance is not settled under Article XVIII, such grievance shall, at the request of the Association or the Employer, be referred to the Public Employment Relations Commission or the A.A.A. for the selection of an Arbitrator in accordance with their rules.

SECTION II: All submissions to arbitration must be made within thirty (30) days.

SECTION III: The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State. He shall confine his decision solely to the interpretation and application of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement in writing with reasons for his decision. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law, and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

SECTION IV: Advanced Step Filing. In the event a grievance affects more than one officer, or any class of officers, then the grievance shall commence directly at Level Three by the SOA.

SECTION V: Jurisdiction Clause. In the attempt to expedite all grievances filed by either the SOA or any individual member or class of members, or all three, each grievance shall be filed at the level of competent jurisdiction in which the relief sought may be awarded.

ARTICLE XX

EMPLOYEE RIGHTS

SECTION I: It is agreed by the parties that a minimum of three (3) days notice be given to all members prior to the effective date of a General Order.

SECTION II: Any employee shall have the right to have an SOA representative to accompany him in all disciplinary procedures filed against him by the department or Employer.

SECTION III: If an employee has on file a disciplinary action against him and, if said employee has no other disciplinary actions filed against him for a period of two (2) years from date of incident, the Employer agrees to remove from the employee's personnel file the original disciplinary findings against said employee.

SECTION IV: Both parties agree that special police officers shall not be utilized for replacement of regular officers' duties.

SECTION V: The Employer agrees that temporary assignments shall not exceed a period of sixty (60) days.

SECTION VI: All disciplinary proceedings filed against any employee by the Department or the Employer shall only be for just cause and in accordance with R.S. Title 11 (Civil Service). Any disciplinary action asserted by the Chief of Police or his designee shall be subject to the grievance procedure contained herein.

SECTION VII: Each employee has the right to review his personnel folder. All requests for review shall be submitted in writing to the Chief of Police and will be honored within three (3) days of the receipt of the individual's request. All materials contained

in the individual's personnel folder will be open to examination except such material which, by legislation, is considered to be of a confidential nature and not to be released by the Employer.

SECTION VIII: The Employer shall provide transportation to schools and other departmental functions that members are sent on. If no vehicle is available, a mileage amount or gas will be provided.

SECTION IX: The Employer agrees to supply lockers for its employees to use to secure Township equipment issued to employees.

SECTION X: The Employer agrees to deduct from the salaries of its employees dues for the SOA. Such deduction shall be made in compliance with Chapter 310 of the Public Laws of N.J. 1967, N.J.S.A. 52:14-159, as amended.

Said monies, together with records of any corrections, shall be transmitted to the SOA Treasurer. It is hereby agreed that the dues deductions for any employee in the Association shall be limited to BTSOA, the duly-certified majority representative.

SECTION XI: In accordance with the provisions of Chapter 477, P.L. of N.J. 1979, the Employer and SOA agree to abide by the provisions of the Agency Shop Fee of 85 percent of the unified dues for non-members of the SOA.

ARTICLE XXI

MANAGEMENT RIGHTS

Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey and of the United States of America.

Except as specifically abridged, limited, or modified by the terms of the Agreement between Employer and SOA, and Chapter 303, L. 1968, such rights, powers, authority, prerogatives of management, and responsibility to enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the Employer.

ARTICLE XXII

SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation, or court decision cause invalidation of any Article or Section of this Agreement, all other Articles or Sections shall not be invalidated and shall remain in full force and effect.

ARTICLE XXIII

EMPLOYEE SENIORITY

SECTION I: Seniortiy is to be determined by date of permanent appointment as per Civil Service Classification. In the event two individuals have the same date of permanent employment per Civil Service, the individual position on the hiring list shall be the determining factor.

SECTION II: Seniority will be considered as it pertains to vacations, regular days off, and reassignments. The SOA recognizes the operational effectiveness of the Department shall not be impaired.

ARTICLE XXIV

DISCIPLINE

All discipline of Lieutenants and Captains shall be subject to the following procedure. Progressive discipline shall be defined as follows:

1. Warning
2. Written reprimand
3. Docking
4. Increment withholding
5. Discharge

Any action by the Employer, Chief of Police or any designee, shall be subject to the grievance procedure herein. The Employer and the SOA agree that abuse of sick leave shall result in disciplinary proceedings.

ARTICLE XXV

This agreement shall become effective as of January 1, 1987, and shall continue in force and effect until December 31, 1989, and until such successor agreement is executed by the parties.

MEDICAL UPON RETIREMENT

If, in future years, the Township can secure medical coverage for officers who retire from the Township under the N.J. Police and Fire Pensions Statute, then these officers shall continue to remain in the Township medical benefit program until age 65.

It is expressly understood by the parties at the time of this memorandum that this benefit clause does not exist and that the Township shall continue to study the feasibility of acquiring this benefit.

Also if, in the future, the Township should enter into an optical and/or disability insurance program with other employees of the Municipality, the members of the Berkeley Township Superior Officers Association will be included in said benefit(s).