

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Rev. Stat. § 13A-5.1 et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation, and understanding between the Township and Employees; to provide for the resolution of legitimate grievances; to prescribe the rights and duties of the Township and Employees; all in order that the public service shall be expedited and effectuated in the best interests of the people of Egg Harbor Township.

ARTICLE I - PURPOSE

AGREEMENT, dated the 15th day of July, 1974, by and between The Township of Egg Harbor of the State of New Jersey hereinafter referred to as the "Township" and the New Jersey State Policemen's Benevolent Association, Inc., Local No. 77, hereinafter referred to as "PBA #77" or "Employees."

AGREEMENT

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ARTICLE II - EMPLOYEE REPRESENTATIVE

A. MAJORITY REPRESENTATIVE

The Township recognizes the "Majority Representative" as the exclusive negotiating agent for all regularly appointed, full time police personnel within the Township of Egg Harbor, hereinafter referred to as "Employees". The Township and

Employees agree 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 adjustment of disputes and grievances, and all other related

matters. The Majority Representative shall be appointed accord-

ing to the procedure set forth in N.J. Rev. Stat. 34:13A-5.1 et.

seq. and shall have all the rights and privileges pursuant

thereto.

B. STEWARDS

For the duration of this Agreement, the Majority

Representative of PBA #77 has appointed Patrolman Robert

Hudson of the Egg Harbor Township Police Department as the

Steward, as described in the Grievance Procedure and shall

enjoy all the rights and privileges thereto.

ARTICLE III - GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the

parties concerning the application or interpretation of the

Agreement or any complaint by an Employee as to any action or

non-action which violates any right arising out of his or their

employment. The Township shall not discipline any employee with-

out just cause.

Step 1. - All grievances by an employee, and responses

thereto by the Township shall be in writing within ten (10) days

of its occurrence or the knowledge of its occurrence, and then

submitted to the Steward for processing. The PDA shall appoint

an Association Grievance Committee hereinafter referred to as

the "Committee", and the Committee shall receive, screen, and

process all grievances submitted by the Steward on behalf of

the Employee within five (5) days of written receipt. The pro-

cessing of grievances shall take place without discrimination

and irrespective of membership or affiliation with PDA #77.

Step 2. - The Committee shall, within five (5) days after

the acceptance of a grievance submit the grievance to the Chief

of Police for resolution. The Chief of Police must render a

decision within five (5) days of receipt in writing.

Step 3. - In the event the parties are unable to resolve

the grievance in the second step, either party may within five

(5) days refer the grievance to the Township Police Committee

for resolution. The Police Committee must render a decision

within five (5) days of receipt in writing.

Step 4. - In the event the grievance is not resolved at

the third step, either party may refer the matter for impartial

binding arbitration. Any party wishing to move a grievance to

mutually agreed to by the Township and the Grievance Committee.

Extensions and Modifications - Time extensions may be

of any grievance or arbitration matter.

working hours without loss of pay for the purpose of disposing any witnesses reasonably required shall be made available during be released from work without loss of pay for such purpose, and grievance procedure to settle disputes on any arbitration shall

Any Steward or Officers of PBA #77 required in the

and PBA #77.

of the arbitrator's fee shall be shared equally by the Township his award in writing which shall be final and binding. The cost evidence and within the meaning of this agreement he shall render

an arbitrator. The arbitrator shall hear the matter on the

Employment Relations Commission, the Commission shall select

fifteen (15) days after receipt of the list from the Public

cannot mutually agree to a satisfactory arbitrator within

Grievance Committee. If the Township and Grievance Committee

a list of arbitrators be furnished to the Township and the

that they are moving a grievance to arbitration and request that

mission within ten (10) days of receipt of decision in Step 3,

arbitration shall notify the Public Employment Relations Com-

The Township and Employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs, or a condition of employment. The Township further agrees that it will not interfere with nor discriminate against an Employee because of membership in or legitimate activity on behalf of, the "PBA #27;" nor will the Township encourage membership in any other association or union to do anything to interfere with the representation by the "majority representative" of the "PBA #27" as the exclusive bargaining agent of Employees.

ARTICLE IV - NON-DISCRIMINATION

ARTICLE V - BULLETIN BOARD - DUES CHECKOFF

The Township shall permit the use of bulletin boards, located in the Police Department Headquarters, by the "PBA #77," for the posting of notices concerning "PBA #77" business and activities.

The Township agrees, in accordance with State Statutes, upon receipt of signed authorization cards from the Employee's wages the amount of annual dues as prescribed by "PBA #77," in equal installments twice monthly and to forward said amount to the treasurer of "PBA #77" on the First Day of each month.

ARTICLE VI - MANAGEMENT RIGHTS

It is the right of the Township to determine the standards

of service to be offered by its Employees, determine the standards

of selection for employment, direct its Employees, take dis-

ciplinary action, maintain the efficiency of its operations,

determine the methods, means, and personnel by which its oper-

ations are to be conducted, determine the content of job class-

ifications, schedule the hours, take all necessary actions to

carry out its mission in emergencies, exercise complete control

and discretion over its organization and the technology of

performing its work. The practical impact of the decisions of

the above matters are subject to the "Grievance Procedure" as

set forth in Article III. Nothing in this Article shall alter

or relieve the Township of any of its obligations undertaken

by the Agreement.

The parties agree that the Chief of Police and other

officers shall exercise their supervisory duties faithfully

irrespective of the fact that they are covered by this Agree-

ment, and they shall be objective in their dealings with all

personnel subordinate to them, irrespective of their affiliat-

ion in the "PBA #77."

The "PBA #77" and Employees assure and pledge to the Township that their goals and purposes are such as to condone no strikes by Employees nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey. The PBA and Employees will not initiate such activities nor advocate or encourage other employees to initiate the same. and the PBA and Employees will not support any member of this organization acting contrary to this provision.

ARTICLE VII - STRIKES

ARTICLE VIII - POLICEMAN'S RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Township agrees that every policeman shall have the right freely to organize, join, and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any policeman with respect to hours, wages, or any other term or condition of employment by reason of his membership in the PBA or its affiliates, or his participation in any of these activities, collective negotiations with the Township or his institution of any grievance complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment. Elected representatives of the PBA shall be permitted time off from their regular schedule to attend negotiating sessions, grievance sessions and meetings of the PBA management committee.

ARTICLE IX - HOLIDAYS

Effective January 1, 1974, all employees covered by this Agreement shall receive (12) twelve paid holidays.

A. The specific holiday schedule is as follows: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day appointed, ordered or recommended by the Governor of New Jersey, or the President of the United States as a legal holiday.

B. In the event a legal holiday, as aforesaid, occurs while an employee is on sick leave, or on his vacation, he shall not have such holiday counted as a day against his sick leave or vacation leave.

The Employees covered by this Agreement shall be entitled to vacations as set forth in the applicable ordinance as in current practice.

ARTICLE X - VACATIONS

ARTICLE XI - LEAVES

A. SICK LEAVE

Leaves of absence, injury leave and sick leave shall

remain as in current practice for the duration of this

agreement.

B. LEAVE FOR PBA MEETINGS

The State (Executive) Delegate and all duly elected

Officers of "PBA #77" shall be granted leave from duty with

full pay for all meetings of the PBA when such meetings

take place at a time when such officers are scheduled to be

on duty in accordance with state statutes under title 40.

ARTICLE XII - SALARY, LONGEVITY, OVERTIME

A. BASE SALARY

(1) Commencing January 1, 1974 the annual base salaries to be paid the following employees of the Township shall be as follows, and shall be paid twice monthly.

CHIEF OF POLICE	\$ 11,500
SERGEANT	\$ 10,000
PATROLMAN after two (2) years	\$ 9,500
PATROLMAN during second year	\$ 9,000
PATROLMAN during first year	\$ 8,500

All salary increases will be paid retroactive to January 1st of this year 1974, and all step increases will be paid on the anniversary date of employment.

B. OVERTIME

Shall be governed by existing applicable ordinance for the duration of this agreement.

Any employee who shall have been appointed to act for a senior officer in the absence of such senior officer and who shall have performed the duties thereof, for a continuous period of thirty days shall, thereafter, be entitled to compensation appropriate to such office for the time so held.

ARTICLE XIII - ACTING OFFICER

- A. The Township agrees to provide New Jersey Blue Cross and Blue Shield hospitalization insurance with Rider "J" for all employees covered by this Agreement, at the Township's expense.
- B. The Township agrees to provide Major Medical insurance for all employees covered by this Agreement, at the Township's expense.

ARTICLE XIV - HOSPITALIZATION INSURANCE

ARTICLE XV - CONTINUATION OF BENEFITS NOT

COVERED BY THIS AGREEMENT

All 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 of the Township, and any present or past benefits which are enjoyed by employees covered by this Agreement, that have not been included in the Contract Agreement, shall be continued.

ARTICLE XVII - SAVINGS CLAUSE

(1) In the event that any provision of this agreement shall be finally determined to be in violation of any applicable State or Civil Service (where applicable) law or regulation, such determination shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

(2) In the event that any provision of this Agreement conflicts with any Township Ordinance, such ordinance shall be repealed or amended by the Township to conform to the terms of this Agreement.

ARTICLE XVIII - DURATION OF AGREEMENT

This contract shall be in full force and effect from the date of execution, January 1, 1974, until midnight, December 31, 1974.

The parties agree that negotiations for a successor agreement and modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than October 15, 1974. It is understood that "PBA #77" is seeking a successor agreement commencing from January 1, 1975. This Agreement shall remain in full force and effect until a successor agreement is reached.

Majority Representative

BY: *Wm. J. ...*

New Jersey State Police
Benevolent Association,
Local No. 77

NY COMMISSIONER
APR 12 1974

Robert ...

the Presence of

Signed, Sealed and Delivered in

CHAIRMAN

TOWNSHIP CLERK

BY: *Charles ...*

Blair ...

TOWNSHIP OF EGG HARBOR

ATTEST:

signature on the 15 day of July, 1974.

IN WITNESS WHEREOF, the undersigned have affixed their