****** A G R E E M E N T ******

Between

TOWNSHIP OF MATAWAN,
MONMOUTH COUNTY, NEW JERSEY

and

POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL NUMBER 163 - Officers

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JANUARY 1, 1976 through DECEMBER 31, 1976

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This Agreement made this 3rd day of May, 1976, by and between, THE TOWNSHIP OF MATAWAN, a municipal Corporation hereinafter referred to as EMPLOYER, and MATAWAN TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL # 163 (P. B. A.) acting as bargaining agent for permanent members of the Matawan Township Police Department, hereinafter referred to as OFFICERS; is designed to insure that all persons and property coming within the jurisdiction of Matawan Township shall have sufficient and professional police officers, trained and equipped to detect and prevent crime and protect the life and property of all said persons. Therefore, the following Articles are proposed to insure that, in addition to the above, the individual police officer has certain rights and privileges providing him proper and safe working conditions, equipment, work schedules, benefits, pay scales, and other agreements with his employer, so as to induce the officer to remain a member of the Matawan Township Police Department and enable him to serve the residents of Matawan Township with vigor and justice.

ARTICLE 1

COLLECTIVE BARGAINING PROCEDURE

Collective bargaining covering those subjects as may be mutually agreed upon between the parties hereto for inclusion in this Agreement shall be conducted by the duly authorized bargaining agent(s) of each party.

The Township Manager and/or such other person(s) as may be designated and empowered by the Township Council shall be the bargaining

agent(s) of EMPLOYER.

A bargaining committee designated by the members of the P. B. A. shall be the bargaining agents of said P. B. A. The committee members shall be permanent members of the Matawan Township Police Department.

Collective bargaining meetings shall be held at the request of either party at such times and places as may be mutually agreed upon.

ARTICLE 2

RECOGNITION

EMPLOYER hereby recognizes P. B. A. as the sole and exclusive bargaining agent for all permanent members of the Matawan Township Police Department.

ARTICLE 3

RANK, POSITION AND APPOINTMENT

The employer shall set forth, as part of this agreement, for every position held by an officer, the function and authority of every title or assignment held by an officer and list the complete uniform required for every officer. Further the employer shall set forth a list of requirements to establish the minimum standards by which an officer may be considered for every rank, position and/or appointment.

Notice of any change in the rules governing these positions, ranks and/or appointments and the adding of additional positions or changes in the aforesaid requirements shall be posted.

ARTICLE 4

PROMOTIONS

All provisions of Civil Service shall govern promotions.

ARTICLE 5

SENIORITY ROSTER

The employer shall at the end of each year supply Local #163 with a list, by seniority, of all Police Department employees showing:

Name
Date of Employment
Position Held
Rank, Title, Assignment
Date Appointed to Position, Rank, Title
Assignment
Annual Base Salary
Sick Time Accrued through the End of the Year
Holiday Payment or Days Off
Longevity Payment
Other Pay or Benefits Received

Such list shall be provided on or before January 15 of the following year.

ARTICLE 6

SENIORITY

All provisions of Civil Service shall apply in selection of appointees, testing and advancement in rank.

Seniority shall commence and become permanently fixed at the date of appointment to the police department as a regular full time police officer.

Every officer shall be advised of his position on the seniority roster

when permanently appointed. When two (2) or more officers are permanently appointed at the same time, seniority status shall be assigned to each officer based upon his Civil Service test score, if equal, then by age; these being equal, then by alphabetical order. Seniority in a position of rank shall be the date of permanent appointment of that rank. If two (2) or more officers shall have been permanently appointed to a rank on the same date, then seniority shall be based upon the date of his permanent appointment to the police department.

Positions, work schedules, duties, assignments or transfer which are not covered by Civil Service may be bid for by application to the Chief of Police and the officer having highest seniority shall have preference whenever officers are equally qualified in fitness and ability, provided, further, however, that the Chief of Police determines that the officer with seniority would be most suited for the job in the best interests of the Township.

Upon compliance by EMPLOYER with Civil Service requirements or regulations and except as hereinabove set forth, when two or more officers qualify for appointment, seniority shall be considered.

ARTICLE 7

PRESERVATION OF RATES

Officers temporarily assigned by the Employer or the Chief of Police to a higher rank shall receive the higher rate of pay and all benefits

of that rank while occupying such rank. At no time will such temporary assignment to a higher rank exceed one hundred eighty (180) calendar days. Employer shall at the time of such temporary assignment request a Civil Service examination to fill any rank which is vacated by an officer by reason of retirement or dismissal. Employer retains the right, however, to abolish a position to which a temporary appointment has been made.

Officers temporarily assigned to a lower rank with less pay or benefits shall not have their pay and/or benefits reduced. Assignments to a lower rank or work schedule shall not exceed five (5) calendar days per month except in case of emergency.

ARTICLE 8

RATES AND BASIS OF PAY

Officers covered by this agreement shall be paid bi-weekly at a rate determined by dividing the annual salary by twenty-six (26) pay periods.

The base hourly rate of pay shall be determined by dividing the annual salary by 2080 hours.

ARTICLE 9

MEAL PERIODS

Where regular operation requires continuous service; that is, where officers work eight (8) consecutive hours, each officer shall have at least thirty (30) minutes away from work, without deduction of pay, as a

meal period, except in case of emergency.

Where regular operation is not necessary and service may be suspended for a meal period, the scheduled meal period shall be between the third (3rd) and sixth (6th) hours of scheduled duty and shall be not less than thirty (30) minutes or more than one (1) hour. These meal periods further shall on day shift be between eleven o'clock (1100) a.m. and one o'clock (1300) p.m. and on afternoon shift between four-thirty o'clock (1630) p.m. and seven o'clock (1900) p.m., except in case of emergency.

ARTICLE 10

HEALTH AND SAFETY

The employer shall take all necessary precautions to safeguard the health and safety of all Matawan Township Police Department employees.

If an officer is found to be unfit to perform his duties, he may either be continued on sick leave as provided in sick leave Article 23 or the officer may choose to take disability retirement if eligible. Council and/or Manager reserves such rights under the law as they may have relative to involuntary disability retirement.

Whenever contact or combat with a person who may have a communicable disease, or in any way affects an officer physically or mentally while on duty, the officer shall receive all medical aid, examination and

treatment as may be necessary at no expense to that officer. When requested by the officer, such aid and treatment shall be given before being relieved of duty.

ARTICLE 11

EQUIPMENT AND SUPPLIES

EMPLOYER shall be responsible for supplying all necessary equipment and supplies to perform the functions or duties of every officer as may be determined by the Township Manager.

ARTICLE 12

SERVICE AWAY FROM HEADQUARTERS

Officers assigned to special details away from their regularly assigned place of employment shall be paid from the time they leave their home, except where first required to report to Headquarters.

Payment shall include waiting and travelling time. Travel allowances on official business shall be given in accordance with the following schedule and may be drawn by the officer prior to departure in an amount not less than $25.00/day for each 24 hour period. Actual expenses must be submitted to the Township Manager by voucher within 5 working days of officers' return to regular duty and, subject to Manager's approval of voucher, shall be paid to the officer within 7 working days of Manager's receipt of voucher.

If, while officer is on special assignment, he is completely relieved from duty or assignment for a rest period, officer shall not be

compensated for such period of time. However, no officer shall be paid for less than 8 hours per day for each calendar day spent on special detail as aforesaid.

ARTICLE 13

ATTENDING COURT AND/OR HEARINGS

All officers required by virtue of their employment to appear in court or at official hearings shall be compensated at the appropriate rate of pay. In addition such offices shall be reimbursed for their related expenses which shall include, but not be limited to mileage ($. 12/mile), meals and lodging.

The above provisions shall also apply to all court appearances and attendance at official hearings when the officer's presence is required under subpoena, or otherwise ordered by a superior officer.

Officers shall advise their immediate superiors in writing prior to the time they are required to appear. Subsequent to their appearance, officers shall advise their immediate superiors of their appearance setting forth location and time spent, regular assignment and expenses incurred. Expenses shall be detailed on a separate voucher.

All notice forms shall be supplied by EMPLOYER.

ARTICLE 14

EMPLOYEE TRAINING

A. The Township and the P. B. A. agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

B. The P. B. A. agrees that it will encourage employees to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their occupation as provided to the P. B. A. by the Township.
2. Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training, which shall be during a regular tour of duty or if otherwise, compensated for at appropriate rate of pay.
3. Utilizing and sharing with fellow employees new skills acquired through training.

C. The Township Manager and the Chief of Police will plan and provide for training and development of employees to meet acceptable and increasing levels of competence.

D. The Township Manager, Chief of Police, and the P. B. A. agree to meet upon written notice of either party to consider training and development programs for employees covered by the Agreement. Such programs as required by management shall include full reimbursement by the Township for approved courses which are completed by employees as part of employee training program.

ARTICLE 15

POSTING NOTICES

The EMPLOYER shall provide a bulletin board with sufficient space in an accessible place. Posting will be restricted for use of the P.B.A. When articles herein require the employer to post notices, he shall do so by providing the president of Local #163 with the copy and post a copy on the above bulletin board.

ARTICLE 16

POSITIONS BULLETINED

Whenever a Civil Service test is being applied for, or whenever an appointment not covered by Civil Service is contemplated, the EMPLOYER shall provide P.B.A. with notice thereof, and when known, shall post the date of test, or appointment and a list of qualifications for the position. A list of the persons being considered for the position shall be posted not less than fourteen (14) days prior to the effective date the position is to be filled.

ARTICLE 17

REDUCING FORCES AND CHANGING TITLE OR NAME

When reducing forces through lay-offs or elimination of position, provided fitness and ability are equal, seniority, in inverse order, shall govern displacement. At least thirty (30) days advance written notice shall be given the affected officers and be posted.

Those officers affected by layoff or elimination of positions whose seniority rights entitle them to regular employment, shall, within five days from receipt of the above notice, notify EMPLOYER of their intent to exercise their seniority and the date they will start work in such position. Unless the officer so notifies EMPLOYER within five (5) calendar days from the date his position was abolished, the officer's right to seniority is waived. All other displaced officers whose seniority rights entitle them to regular employment must similarly exercise their seniority rights within five (5) days from the date they are notified of displacement or their seniority rights will be waived.

When new rank, department, bureau or position is organized to take over any work now being performed in any other office, department, bureau, position or rank; or if any division or combination of offices, departments, bureaus, positions or ranks is made, the new organization or entity resulting from the above change shall be posted and filled from the officers on the basis of seniority.

Furloughed (not suspended or dismissed) officers, except those laid off during their probationary period, shall be recalled and returned to service on the basis of their seniority prior to the employment of new officers.

ARTICLE 18

PERSONNEL FILES

It is agreed that an employee of the Police Department shall have the right to see his personnel file in the presence of a superior officer upon written request. If the officer, after examination, is dissatisfied with anything in the file because he believes the contents to be unsubstantiated, irrelevant, incomplete, inaccurate, etc., he may, if unable to correct this matter within the Department follow procedures set forth in Grievance Procedures, Article 40, commencing with Step #2.

ARTICLE 19

TRANSPORTATION

Officers not supplied with department vehicles or not having department vehicles available when needed to perform their assigned or required duties may use their own vehicle or other vehicle of their choice upon prior approval of Chief of Police or the Township Manager.

If required to leave duty, or when off duty required to answer a subpoena unless department vehicle is made available for that purpose, an officer may use his own vehicle or a vehicle of his choice upon prior approval of Chief of Police or the Township Manager.

Whenever a vehicle other than a department vehicle is used by an officer, the employer shall compensate said officer at the rate of 12 cents per mile. The employer shall provide such forms as it may need for this

reported vehicle use. Such reimbursement shall be made to the officer within fourteen (14) days of written notice of use.

ARTICLE 20

ASSOCIATION BUSINESS LEAVE

The employer shall permit members of the N.J.S.P.B.A. Local # 163 Grievance Committee (up to three (3) officers) to conduct business of that committee during the duty hours of the committee members without loss of pay. This business shall include, but not limited to, conferring with employees in reference to grievances, meeting with the employer and their designated officials in accordance with the grievance procedures set forth in this contract with the prior approval of the Chief of Police and/or Manager.

The employer shall permit members of the N.J.S.P.B.A. Local #163 Negotiating Committee to attend collective bargaining meetings during the duty hours of the committee members without loss of pay with the prior approval of the Chief of Police and/or Manager.

As provided by law, EMPLOYER shall permit the delegate of N.J.S.P.B.A. Local # 163, or his alternate, to attend official meetings of the State Association without loss of pay if said meeting occurs during the officer's regular duty hours.

The employer agrees that the Chief, Captain, President, State Delegate of Local #163 or their designated alternates shall be granted time off without loss of pay to attend, in official capacity, as representatives of

Matawan Township Police Department and Local # 163, funerals for police officers who have given their lives in the course of their duties as police officers.

ARTICLE 21

FIXED SHIFT ASSIGNMENTS

Regular shift assignments shall have a fixed starting time with specified days off and shift to be worked and shall not be changed indiscriminately. At least 48 hours advance notice, in writing or by posting, must be given to officers affected or who may be affected when a change is contemplated.

Officers may upon written notice of contemplated change and for a period of 5 days after effective date of change exercise their seniority rights to any other position held by a junior officer within that assigned division, rank, assigned group or title.

Any junior officer so displaced by another senior officer may also exercise their seniority rights in the same manner and must do so within 48 hours of receiving written notice that he has been displaced or accept assignment or change imposed by the employer.

ARTICLE 22

HOURS OF SERVICE AND OVERTIME

Officers necessary for continuous operation, who are regularly assigned to such work schedules or service, shall be assigned to five

consecutive work days and the following two days in the seven day week shall be regular assigned days off. Not less than two consecutive days off shall be assigned except in the case of an emergency.

Eight consecutive hours, inclusive of meal period, shall constitute a days work for which eight hours compensation shall be paid.

All time worked beyond eight hours in any one work day or beyond 40 hours in any one work week shall be considered overtime and compensated for at one and one half (1-1/2) times the officers regular rate of pay, except that no overtime shall be paid when the officer doesn't work his regular assigned eight (8) hour shift due to sickness, but works a different 8 hour shift within his regular work day.

All time worked on a day off shall be compensated for at one and one half (1-1/2) times the officer's regular rate of pay.

Officers called to work for a full shift prior to the start of their regular assigned shift shall be compensated at the rate of one and one half (1-1/2) their regular rate of pay for any such time worked, provided they are willing to complete their regular assigned shift. Officers called to work for a partial shift prior to the start of their regular assigned shift shall be compensated at the rate of one and one half (1-1/2) their regular rate of pay for any such time worked, provided they complete their regular assigned shift.

Officers specifically placed on call by order of the Chief or Township Manager and specifically required to remain at home during such period, shall be compensated at the rate of one half (1/2) their regular rate of pay for such hours spent on call.

All overtime shall be authorized by the Chief or his designated officers in charge as specified in the Standard Operating Procedure of the Department.

EMPLOYER shall post notice of all overtime when it is known to be required at least forty-eight (48) hours in advance of the start of overtime so as to allow officers to exercise their seniority rights relating to working such overtime period. In the case of emergency, however, overtime shall be covered as fairly and expeditiously as possible without prejudice or favoritism.

All officers have the responsibility to work any and all overtime upon request of EMPLOYER or officers' immediate superior.

All overtime shall first be offered to regular members of the Police Department for regular scheduled police duties. Special officers or similar personnel shall not be used for regular scheduled police duties.

ARTICLE 23

SICK LEAVE

All officers shall be credited with one and one quarter (1-1/4) days sick leave per month or 15 accumulated sick days per year.

Sick leave shall be cumulative from year to year and shall be posted annually as indicated in Article 5, Seniority Roster.

A leave of absence as a result of injury or illness or disease incurred in the line of duty may be granted by the Council for a period up to one (1) year with full pay provided the officer so injured applies in writing to the Township Manager. When such action is taken, the officer shall

not be charged any sick leave time lost due to such injury.

ARTICLE 24

BEREAVEMENT LEAVE

Leave with pay not exceeding three (3) days shall be granted to any officer in the event of a death to any of the following:

a. Officer's spouse, child, parent, brother, sister

b. The child, parent, brother, sister of his spouse

c. Any other relative permanently living under the same roof.

Such leave will not be charged against the officer's sick leave.

ARTICLE 25

VACATIONS

EMPLOYER agrees to grant vacations to all members of the Police Department in accordance with the following schedule:

a. Employees with less than one year of service shall receive one (1) paid vacation day for each month of service, provided the probationary period has been completed. There will be no vacation accrued for any employee dismissed during the probationary period.

b. Employees with one year or more of service shall receive twelve (12) days paid vacation for each year, plus (1) day per year after the first year to a maximum of fifteen (15) days.

c. Employees with fifteen (15) years or more of service shall receive twenty (20) days paid vacation per year.

Vacation time may not be accumulated for a period past the vacation year without the consent of the Township Manager, and in no event accumulated for more than two (2) years.

ARTICLE 26

HOLIDAYS

EMPLOYER agrees to guarantee all officers payment for the following holidays which shall be equal to eight (8) hours at the officers' regular straight time rate of pay although no work is performed on such days:

> New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, 1/2 day before Christmas Day, 1/2 day before New Year's Day, Christmas Day.

Payment for the above days shall be made on the first pay day during the month of December. In addition to the holidays set forth above, all officers shall be entitled to such additional holidays as may be granted to any other Township employees by declaration of the Township Council. This holiday shall be taken on a day mutually agreeable to the employee and the Chief of Police provided that the operational needs of the Police Department and the Township are not thereby impaired. In the event such time off cannot be granted or cannot be mutually agreed upon, the employee shall be compensated by a day's pay at regular straight time rates prior to the end of the calendar year.

An officer who is regularly scheduled to work on a holiday shall be paid straight time for working that holiday. An officer working on a holiday and not regularly scheduled to work that day shall be paid one and one half times his regular salary for working that holiday in accordance with the overtime provision of this Agreement.

ARTICLE 27

EDUCATIONAL INCENTIVE

EMPLOYER shall reimburse all officers within fourteen (14) days for the actual tuition cost for any college course in law enforcement or police science satisfactorily completed.

Officers with the following degrees in Police Science, Police Administration or other related subjects shall have the sums hereinafter set forth paid to said officer in lump sum as a bonus in the month of December.

Associate Degree	$100.00
Bachelors Degree	$250.00
Masters Degree	$500.00

ARTICLE 28

LONGEVITY

Longevity payments shall be made in accordance with the following schedule:

upon completion of 5 years of continuous service	$200/yr
upon completion of 10 years of continuous service	$300/yr

upon completion of 15 years of continuous service	$400/yr
upon completion of 20 years of continuous service	$500/yr
upon completion of 25 years of continuous service	$600/yr
upon completion of 30+ years of continuous service	$700/yr

All regular full time officers shall be entitled to their longevity payments as per the above between December 1st and December 15th of each year provided they have completed at least five (5) continuous years of regular full time employment in the Department during the year in which the payment is to be made and on a pro rata basis for employment during present calendar year.

ARTICLE 29

LIFE INSURANCE

EMPLOYER shall insure all full time regular members of the Police Department with life insurance in the amount of $5000.00 with the beneficiary to be designated by the officer.

ARTICLE 30

HOSPITALIZATION

EMPLOYER shall provide Blue Cross and Blue Shield "750 plan" including rider "J" for all regular full time officers and eligible dependents with full premiums paid by EMPLOYER.

EMPLOYER shall continue the present major medical plan for all officers and eligible dependents with full premiums paid by employer.

EMPLOYER shall continue all of the above coverage for the eligible dependents of an officer killed in the line of duty or as a result of the officer's employment for a period of one year after such demise.

ARTICLE 31

UNIFORMS AND MAINTENANCE

All initially issued uniforms or changes in and additions to uniforms shall be specified and supplied by EMPLOYER at its expense. Uniforms and equipment shall remain the property of EMPLOYER.

EMPLOYER shall specify on Schedule A attached hereto every item of equipment and uniform to be used by each officer and/or worn or carried while on duty at the officer's assigned post, rank, appointment or title exclusive of socks and underwear. Every officer shall replace his own uniform when required by the Chief of Police or his designated ranking officers. Each officer shall be responsible for all non-job connected loss or damage to issued uniforms or equipment and shall make every reasonable effort to keep and maintain all uniforms and equipment in good condition.

All full time regular officers, except probationary officers, shall receive a minimum of three hundred and twenty-five ($325.00) dollars per year to maintain and replace uniforms. Said sum shall be paid to the officer on or before April 15th of each year. Probationary officers will receive twenty ($20.00) dollars per month minimum maintenance allowance for all months required to adjust them to the above schedule. An annual maintenance allowance of three hundred twenty five ($325.00) dollars shall be similarly

paid to all full time regular officers required by the Chief of Police to wear street clothes in the performance of their duties.

All special equipment or clothing of a defensive or protective nature required by EMPLOYER shall be supplied and maintained by EMPLOYER.

ARTICLE 32

SALARIES

Salaries payable to all full time regular officers for the year 1976 shall be in accordance with the following schedule:

Chief	$17,550.00
Captain	16,297.00
Lieutenant	15,359.00
Sergeant	14,420.00
Patrolmen	
1st year	10,156.00
2nd year	11,057.00
3rd year	11,973.00
4th year	12,917.00
5th to 10th year	13,482.00
over 10 years	13,671.00

Detectives - All members of the Police Department assigned to the Detective Division shall receive the sum of $300.00 in addition to their annual salary.

ARTICLE 33

CONTRACT STANDARDS

In the event that any provision of this agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through government regulations or decrees, such decision shall not invalidate the entire agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. In the event any provision herein runs contrary to existing law, said provision shall be deemed inoperative and the existing law shall apply.

This contract contains the entire agreement of the parties and no representations have been made between the parties except as herein provided.

This contract may be amended from time to time upon mutual agreement of the parties.

ARTICLE 34

PRINTING AGREEMENT

This agreement shall be reprinted by the employer and each officer coming within its scope shall be entitled to a copy of it at no expense.

ARTICLE 35

LEGAL ACTIONS AGAINST OFFICERS

Employer agrees to provide permanent members of the Police Department with the necessary means for defending any action or legal proceeding brought against such member which arises out of or is incidental

to the performance of his duties or employment by Matawan Township. The foregoing shall not apply, however, to the defense of a disciplinary proceeding instituted against him by Matawan Township or a criminal proceeding instituted as a result of a complaint on behalf of Matawan Township. If any such disciplinary or criminal proceeding instituted by or on complaint of Matawan Township shall be dismissed or finally determined in favor of the police officer, he shall be reimbursed for the expense of his defense.

ARTICLE 36

EMPLOYEE PERFORMANCE

The P. B. A. agrees to support and cooperate with the Township of Matawan in improving employee performance. In furtherance thereof the P. B. A. shall encourage all employees to:

1. Be in attendance and punctual for scheduled work hours;

2. Give such effort to their work as is consistent with the requirements thereof;

3. Avoid waste in the utilization of materials and supplies;

4. Maintain and improve levels of performance;

5. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible;

6. Assist where possible, in building good-will between the Township of Matawan, the P. B. A. and the public at large.

The P. B. A. recognizes that it is the responsibility of the Chief and Township Manager to determine levels of performance for employees,

and to establish standards and methods to provide services to the public in the most efficient manner possible. The P.B.A. pledges its cooperation in the attainment of such standards and methods.

ARTICLE 37

NO-STRIKE PLEDGE

During the term of this Agreement, the P.B.A. agrees on behalf of itself, its members and all the employees it represents, that there will be no strike. In addition, no collective action will be taken which will place the health, safety or welfare of the public in jeopardy.

A strike shall constitute sufficient grounds for the termination of employment of such employee or employees.

Nothing contained in this Agreement shall be construed to limit or restrict the Township of Matawan in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such strike by the P.B.A. or its members.

ARTICLE 38

JOINT P.B.A. - MANAGEMENT COMMITTEE

A committee consisting of the Township Manager or his designee and the P.B.A. shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said committee will meet when necessary. These meetings are not

intended to bypass the grievance procedures or to be considered contract negotiation meetings.

The purpose and intent of such meetings is to foster good employment relations through communication between the Township and the P.B.A. on such matters as

(a) Discussion of questions arising over the interpretation and application of this Agreement;

(b) Disseminating general information of interest to the parties;

(c) Giving P.B.A. representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit;

(d) To notify the P.B.A. of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit;

(e) The promotion of education and training;

(f) The elimination of waste and the conservation of materials and supplies;

(g) The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

ARTICLE 39

STARTING TIME AND DIFFERENTIAL

Since continuous service is required where three (3) consecutive shifts are worked covering a twenty four (24) hour period, the starting time of each regularly assigned shift shall be between the following hours shown and shift names shall be:

Shift	Starting Time
Day Shift	Between 0700 and 0900
Afternoon Shift	Between 1500 and 1700
Midnight Shift	Between 2300 and 0000 (midnight)

No regularly assigned shift will start between twelve midnight (0000) and six a.m. (0600).

Whenever daylight savings laws apply, the hours may be changed to meet such laws without payment of overtime.

ARTICLE 40

GRIEVANCE ADJUSTMENT PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally

with any appropriate member of the Department. However, prior to filing a written grievance complaint the aggrieved shall file written notice of his intention to file a grievance with the P. B. A. and Township Manager and briefly describe the nature of the grievance.

3. No officer shall be required to file a criminal complaint in order to process a grievance under this Article.

B. Definition

The term "grievance" as used herein means any alleged violation of this agreement or any dispute with respect to its meaning or application, and may be raised by an individual, the P. B. A., or the Township of Matawan.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One

a. An aggrieved employee shall institute action under the provisions hereof within fourteen (14) calendar days of the occurrence of the grievance or within 14 calendar days after the aggrieved would reasonably be expected to know of its occurrence but in no event later than one year from such occurrence, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Chief of Police and the P. B. A.

representative if requested to attend by the aggrieved employee. Failure to act within said time period shall be deemed to constitute an abandonment of the grievance.

b. The Chief of Police shall render a written decision within five (5) days after hearing the grievance, said grievance shall be heard within seven (7) working days of receipt by the Chief of Police.

2. Step Two

a. In the event a satisfactory settlement has not been reached, and employee desires to proceed formally, such employee shall fill a signed written statement of the grievance with the Township Manager within five (5) working days following the written decision of the Chief of Police. A copy of such written grievance will be sent to the Chief of Police and P.B.A. for reference.

b. The Township Manager shall review the facts associated with each grievance and shall hold a hearing with the aggrieved employee and the Chief of Police within five (5) working days of receipt of said written grievance.

c. The Township Manager shall render a written decision within seven (7) working days of the hearing; a copy of his decision will be sent to the Chief of Police, the aggrieved employee and the President of the P.B.A.

3. Step Three

a. In the event the grievance has not been resolved at

Step Two, then within thirty (30) calendar days following receipt of the written decision of the Township Manager the aggrieved shall elect in writing his Civil Service, if applicable, or binding arbitration remedies as herein provided. Written notice of the said election shall be given to the President of the P.B.A. and the Township Manager.

b. If arbitration is the remedy elected, no arbitration hearing shall be scheduled sooner than thirty (30) days after receipt of the written notice of election.

c. The arbitrator shall be chosen in accordance with the Rules and Regulations of the Public Employees Relations Commission. The arbitrator shall be bound by the provisions of this Agreement and shall be restricted to the application of the facts presented to him. He shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplement thereto.

d. In the event the grievance is withdrawn from arbitration, once started, the withdrawing party shall be responsible for all costs incurred in processing the matter to arbitration. If arbitration proceeds to its conclusion, the arbitrators costs or fees shall be borne equally between the P.B.A. and EMPLOYER. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. Township Grievances

Grievances initiated by the Township shall be filed in

writing directly with the P.B.A. President or his duly authorized representative within the same time period set forth in Step One, paragraph a. A meeting between the Township Manager and P.B.A. representative shall be held within fourteen (14) calendar days of the receipt of said filing in an earnest effort to amicably settle the grievance. In the event no amicable settlement shall be reached, the procedure set forth in Step Three shall be applied.

E. Choice of Remedies

Once the election set forth in Step Three has been made, the alternate remedy shall be deemed waived. Nothing herein contained, however, shall prevent an aggrieved party from seeking appropriate relief in the Courts at any stage of this grievance procedure.

ARTICLE 41

MANAGEMENT RIGHTS

P.B.A. recognizes that EMPLOYER has those rights set forth under the laws of the United States, State of New Jersey and Township of Matawan and the Rules and Regulations of Civil Service.

ARTICLE 42

DEFINITIONS

Anniversary Date:	The annual return of the day the officer was appointed to the department.
Assignment:	The setting or fixing to a specific purpose or task within the department by the Chief or Township Manager.
Day Off:	A twenty-four hour period during which no work is performed for the employer.
Disability Retirement:	When deemed unfit to perform duties by a physician and not felt to be likely to recover, an officer may withdraw or be withdrawn from active service. (See Civil Service Regulations and Pension Rules and Regulations).
Early Relief:	Officers may arrange for early relief with any other officer of equal status. See Federal Law 29 CFR Part 553.15. (Lateral change without overtime).
Emergency:	An unforeseen or unexpected combination of circumstances which create demands beyond the capacity of manpower normally scheduled and adequate for the regular operation of the department, or where the safety of the public or other officers is endangered or imperiled.
Employer:	Shall mean Matawan Township and those officials so elected, appointed or assigned to handle the affairs of the Township of Matawan.
Executive Officer:	Any officer having the rank of Chief or Captain of Police.
Immediate Family:	Any one or more of the following: spouse, children, parents, brother or sister, spouse's parents, spouse's brother or sister, or a relative or dependent living under the same roof on a permanent basis.

Immediate Superior:	Officer of rank of Sergeant or above assigned as supervisor or overseer of a group of officers or officer.
Maintenance Allowance:	Money paid in advance to cover cost of cleaning and alterations to uniforms and/ or equipment including replacement. To be paid to each officer on or before April 15th of the year.
Off Duty:	Time when no work is performed for the employer.
Officer:	As defined in Law Enforcement Employee section of Federal Law 29 CFR Part 553.4 "A sworn member of a body of trained persons who are empowered by law to enforce various laws designated to maintain public peace and order and to protect both life and property from accidental or willful injury and to prevent and detect crimes. One who has the power of arrest". All permanent members of the Matawan Township Police Department.
On Call:	Officer expected to remain where he can be reached by phone and could report at headquarters in one hour or less if called.
Probation:	Period from date of initial appointment to a date six months from the date of satisfactory completion of the State approved Police Academy course.
Ranking Officer:	Officer with rank of Lieutenant or above.
Sick Day:	Day when work is scheduled but not performed because of sick leave.
Sick Leave:	Paid leave as a result of personal or immediate family illness.

Trading Time:	As defined in Federal Law 29 CFR Part 553.16 permitting officers to substitute for another officer to permit that officer to absent himself from work for personal pursuits without overtime.
Work Day:	Eight consecutive hours of work, inclusive of meal period, followed by sixteen hours off duty.
Work Week:	Five consecutive work days followed by not less than two days off.

ARTICLE 43

DURATION OF CONTRACT

This Agreement shall become effective on January 1, 1976, regardless of date of execution, and shall continue in full force and effect up to and including December ~~31, 1976~~. In the absence of written notice given by September 1 of the calendar year by either party to the other of its intention to terminate or amend this contract, this contract shall automatically be renewed for one year, and from year to year thereafter, until such time as notice is given by September 1 of the calendar year.

In the event that such notice is given, negotiations shall begin immediately in good faith.

If, following receipt of such notice, negotiations have not been concluded prior to the termination date, this agreement shall be extended for an additional sixty days from the termination date. In such event, any changes or amendments shall be effective as of the termination date

(January 1 of the calendar year). If the parties fail to reach an agreement prior to the sixty day period of extension, this agreement shall terminate upon the expiration of such sixty day extension.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

TOWNSHIP OF MATAWAN

ATTEST:

By: Edward E. Kaufman
EDWARD E. KAUFMAN, Mayor

Constance Petrillo
CONSTANCE PETRILLO, Clerk

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #163

ATTEST

By: Vincent Vinci
VINCENT VINCI, Chairman Negotiating Committee

Ronald Mesar
RONALD MESAR, Secretary

By: Lawrence LaHotta
LAWRENCE LaHOTTA, President

APPENDIX A

INITIAL CLOTHING AND EQUIPMENT SUPPLIES

1	NAME PLATE
1	WHISTLE, CHAIN AND HOOK
1 Pair	MTPD
1	HAT, BADGE
1	BREAST SHIELD
1	GARRISON BELT
1	SAM BROWN B/W BELT WITH SHOULDER STRAP
1	B/W HOLSTER W/SHELL CASE HOLDER FOR 12 AMM.
1 Pair	PEERLESS HANDCUFFS
1	B/W CUFFCASE
1	NIGHT STICK
1	NIGHT STICK HOLDER
1	3 CELL FLASHLIGHT - 3 BEE LIGHT
1	FLASHLIGHT HOLDER
1	ALUM. PAD HOLDER
1 Pair	SAP GLOVES
1	RIOT HELMET W/COVER
1	DUTY WEAPON 357 CAL. - 4" BARREL - BLUE
1	BELT KEY RING LEATHER STRAP
1 Pair	BLACK SHOES
1 Pair	SLUSH BOOTS
3 Pair	MED. WEIGHT TROUSERS
1	MED. WEIGHT BLOUSE
3	L/SLEEVE SHIRTS

INITIAL CLOTHING AND EQUIPMENT SUPPLIES

5	S/SLEEVE SHIRTS	
1	LEATHER JACKET	
1	SUMMER HAT	
1	WINTER HAT	
2	TIES - HOOK ON	
1	RAIN COAT, ORANGE/BLACK (REVERSE)	
1	RAIN HAT COVER ORANGE/BLACK (REVERSE)	
1	BLACK BELT	
2 Pair	KK PANTS)	
2	KK SHIRTS)	For New Officers Not Required to be Maintained.
1	BASEBALL CAP - BLACK)	
1	JUMP SUIT	
1 Pair	TACT BOOTS	
12	P.D. PATCHES	
12	P.D. RADIO PATROL PATCHES	
1	LAM - ID CARD (COLOR PHOTO) - Not Required to be Maintained	
3	Keepers	