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A G R E E M E N T

THIS BOOK DOES
NOT CIRCULATE

BETWEEN

BOROUGH OF BEACHWOOD,
OCEAN COUNTY, NEW JERSEY

and

BEACHWOOD POLICE BENEVOLENT ASSOCIATION
LOCAL #253

January 1, 1979 through December 31, 1980

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 1979, by and between the BOROUGH OF BEACHWOOD, in the County of Ocean, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and LOCAL #253, BEACHWOOD POLICE BENEVOLENT ASSOCIATION (P.B.A.), hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Borough and the Association.

The purpose of this Agreement shall be as set forth herein, the negotiable terms and conditions of employment to be observed between the parties hereto and to improve the harmonious relations between the Borough and the Association and to formally set forth the basic understanding relative to terms and conditions of employment.

ARTICLE I

ASSOCIATION RECOGNITION

A. The Borough hereby recognizes the Beachwood P.B.A. Local #253, Beachwood Police Benevolent Association, as the sole and exclusive collective negotiating agent and representative as provided for under Chapter 123, L. 1974, (N.J.S.A. 34:13A-1 et seq.) for all full-time police officers employed in the Police Department of Beachwood Borough, including the Police Guard and CETA Police Officers, but excluding the Police Chief, Police Lieutenant, Probationary Police Officers, all civilian dispatchers, craft and clerical employees of said Department, and all other Borough employees.

B. The title "policemen" or "police officer" shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to plain clothes.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties.

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

ARTICLE III

MANAGEMENT RIGHTS

A. The Borough of Beachwood hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department.

3. The Municipality reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

B. The Borough reserves unto itself all authority with respect to management of the Department and the direction of the working forces, including the right to hire, promote, demote, suspend or discharge employees for cause and to manage the Department facilities.

MANAGEMENT RIGHTS continued:

C. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

D. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and 40A, or any other national, state, county, or local laws or regulations.

ARTICLE IV

ASSOCIATION RIGHTS

A. The Borough agrees to make available to the Association all public information in its possession for the Association to represent its members in collective negotiations and grievance handling. All requests shall be made through the Police Chief.

B. Whenever the Borough and the Association mutually schedule a negotiating session, grievance meeting, or any other conference or meeting whereby a representative of the Association or any employee is required to participate, that representative or employee required to participate shall do so without loss of pay.

C. Upon prior notice to and authorization of the Police Chief or his designated representative, the designated Association representatives shall be permitted as members of the grievance committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without the loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Borough of Beachwood Police Department or require the recall of off-duty employees. Such authorization shall not be unreasonably denied.

D. During negotiations, the Association representatives so authorized by the Association, not to exceed two (2), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary. Such excused individuals, however, shall be available for duty in the event that the need arises. The parties shall attempt to set

ASSOCIATION RIGHTS continued:

negotiating sessions during off-duty hours.

E. The Association shall have the use of the bulletin board and mail boxes to contact members of the Association.

F. The Borough agrees to grant the necessary time off without loss of pay to three (3) members of the Association as delegates to attend the state and national convention of Police Benevolent Associations as provided under N.J.S.A. 11:26C-4.

ARTICLE V

GRIEVANCE PROCEDURE

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

B. Nothing herein 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.

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the P.B.A. on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step 1 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 1 herein.

D. 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:

Step One:

The aggrieved or the Association shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his Lieutenant or Police Chief for the purpose of resolving the matter informally. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two:

If no agreement can be reached orally within five (5) calendar days of the initial discussion with his Lieutenant or Police Chief, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Police Chief, or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Police Chief or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

Step Three:

If the Association wishes to appeal the decision of the Police Chief, such appeal shall be presented in writing to the Governing Body within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Governing Body shall respond, in writing, to the grievance within twenty (20) calendar days of the submission.

Step Four:

If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

GRIEVANCE PROCEDURE continued:

F. Upon prior notice to and authorization of the Police Chief, the designated Association representatives shall be permitted as members of the grievance committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Beachwood Police Department or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

H. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Governing Body on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE VI

WORK WEEK

A. The normal work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period except as otherwise mutually agreed upon by the parties.

B. The normal work week shall consist of forty (40) hours.

ARTICLE VII

OVERTIME

A. Hours worked in excess of those regularly scheduled as provided in Article work week, shall be deemed overtime and shall be compensated at one and one-half the employee's regular rate of pay.

B. Overtime will be worked only when necessary, and the employees are expected to work necessary overtime.

C. Overtime work shall be distributed as equitably as practicable among those who normally do the work.

D. Overtime shall not be worked during any week in which an employee is on vacation, except in an emergency with authorization from the Police Chief or Lieutenant, in case of his absence.

E. An employee shall not be paid overtime for hours in excess of forty (40) hours unless said overtime was authorized by the Police Chief or Lieutenant.

F. Any part of an hour worked past the normal working hours shall be paid as one hour of overtime pay, and the individual shall complete the hour.

G. In the event an employee is called to duty other than during his normal assignment for either municipal court appearance, grand jury appearance, or appearance in any court in the State of New Jersey, he shall be paid overtime at the rate of time and one-half for all time worked during such period. In no such case shall he be paid for less than two (2) hours irrespective of the time worked.

OVERTIME continued:

H. Riot duty as declared in a police emergency, whether in the Borough of Beachwood or anywhere else in the state in which employees shall be required to participate shall be paid in the following manner: For standby at Police Headquarters and prepared for actual service, employees shall be paid time and one-half their regular rate based on actual standby duty time. Employees engaged in the actual quelling of a declared riot shall be compensated at twice their regular rate of pay.

ARTICLE VIII

ANNUAL LEAVE

A. Annual leave with pay shall be earned at the rate of one (1) working day of leave for each full calendar month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days leave thereafter for every year up through four (4) years service; sixteen (16) working days leave after the completion of four (4) years and up through nine (9) years service; twenty-one (21) working days leave after the completion of nine (9) years and up through fourteen (14) years service. Permanent part-time employees shall receive allowance on a prorated basis.

B. Annual leave must be taken during the current calendar year as such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused leave may be carried forward into the next succeeding year only.

C. Leave with pay must be requested in writing at least twenty-four (24) hours in advance.

D. Employees will, with due consideration of the needs of the Borough, be permitted to take their annual leave at times they request. However, all annual leave dates must be approved by the Police Chief or his duly designated representative.

ARTICLE IX

HOLIDAYS

A. The following are recognized as holidays: All legal holidays which shall be designated by the governing body by formal resolution.

B. Employees shall be paid time and one-half their hourly wage for Christmas, Thanksgiving, Easter and Good Friday, if worked.

C. Each full-time regular employee will receive his regular salary for any holiday on which they are not required to work. If any employee is requested or required to work on a holiday, he shall receive his regular pay plus one additional day's pay.

ARTICLE X

SICK LEAVE

A. During the first year of employment only, full-time Police Officers shall be entitled to and accrue one (1) sick day per month during the remainder of the first calendar year of employment after initial appointment. Thereafter, sick leave shall accrue on the basis of fifteen (15) days per year per officer, and shall accumulate from year to year.

B. Part-time permanent employees shall be entitled to sick leave as established on a pro-rated basis.

C. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly at least two (2) hours prior to the employee's starting time.

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

E. Absence without notice for five (5) consecutive days shall constitute a resignation under Section 16.12 (resignation) of the Civil Service Rules.

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

1. An employee who has been absent on sick leave for periods totaling ten (10) 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

SICK LEAVE continued:

nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

2. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

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

H. The Borough 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 Borough, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health or safety of other employees.

I. Upon the retirement of an employee, the Borough shall pay the employee for all his accumulated sick leave that he has earned while he was in the Borough's employment up to a maximum payment of ten thousand dollars (\$10,000.00). The Borough shall have the option of purchasing an annuity contract which shall provide the retiring employee with the option of receiving either a lump sum or two (2) or three (3) year payout.

ARTICLE XI

BEREAVEMENT LEAVE

A. Each employee shall be granted a maximum of four (4) days leave with pay per year in the event of the death of spouse, child, parent, mother-in-law, father-in-law, brother, sister, grandparent, grandchild, son-in-law, or daughter-in-law, per occurrence.

B. In the event that the funeral occurs outside of the State of New Jersey, a maximum of three (3) additional days off may be granted at the sole discretion of the Police Chief.

C. In the event of a multi-death, a maximum of seven (7) bereavement days shall be granted, per occurrence.

D. Such leave shall be separate and distinct from any other leave time.

E. All such leave shall not be taken until the immediate supervisor is notified of the instance of bereavement.

ARTICLE XII

ADMINISTRATIVE LEAVE

A. All permanent employees shall be granted up to three (3) days leave with pay per year for personal reasons, which shall not be charged against annual leave or any other leave.

B. Unused administrative leave shall not accumulate from year to year.

C. Administrative leave is subject to advanced notice and approval by the officer in charge or the Police Chief. It is understood that administrative leave shall not be granted due to requirements of a second job.

ARTICLE XIII

MATERNITY LEAVE

A. Permanent employees in the Borough's service who shall have their working test period will be granted leave during the time prior to the expected date of delivery and for one (1) month after the actual date of delivery on presentation of a doctor's certificate setting forth the necessity therefore.

B. Earned and accumulated sick leave and accumulated vacation leave may be used for maternity leave, but with the employee's own discretion.

C. Maternity leave granted in excess of sick leave or accumulated vacation leave shall be without pay.

ARTICLE XIV

MILITARY LEAVE

A. A permanent employee who is a member of the National Guard, Naval Reserve or Naval Militia, or of a reserved component of any of the armed forces of the United States, and who is required to undergo annual field training or annual active duty for training, or any required drill participation, shall be granted a leave of absence with pay for such period as provided by regulation.

B. Such leave shall be in addition to regular vacation leave, provided the employee presents the official notice from his commanding officer prior to the effective date of such leave.

ARTICLE XV

INJURY LEAVE

A. If an employee is injured during the performance of his duty he shall receive Workmen's Compensation in accordance with Workmen's Compensation Insurance Regulations.

B. If an employee is injured during the performance of his duty he shall be granted an injury leave with full pay for a period of up to six (6) months.

C. The Borough, at its option, upon application by the employee and certification by the Borough approved physician, may extend the injury leave period up to a maximum of six (6) additional months. The physician must certify that the employee is incapable of performing his duties as a police officer for the period of time for which the extension is requested. The granting of said extension by the Borough shall not be unreasonably denied.

D. During the period of injury leave, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the Borough.

ARTICLE XVI

LEAVES OF ABSENCE

A. A leave of absence without pay, for cause, may be granted in the sole discretion of the Borough.

B. A request for a leave of absence without pay shall be presented to the Police Chief or Police Lieutenant in writing.

C. A leave of absence shall not exceed six (6) months. It may be renewed not more than one (1) time for an additional period not to exceed six (6) months.

D. An employee who fails to report for work the first work day after the expiration of his leave of absence without pay shall be considered to have quit.

ARTICLE XVII

WAGES

A. Effective January 1, 1979, the salary for all employees shall be as follows:

<u>Classification</u>	<u>Amount</u>
Police Guard	\$9,224.00
Police Officer:	
1. First Year	10,831.00
2. First Year (after completion of training at the Police Academy)	11,426.00
3. Second Year	12,318.00
4. Third Year	13,509.00
5. Fourth Year (Maximum)	14,996.00
Sergeant	15,591.00

The Sergeant shall receive at least one (1%) percent additional compensation above the maximum base salary of a police officer.

B. Effective January 1, 1980, the salary for all employees shall be as follows:

<u>Classification</u>	<u>Amount</u>
Police Guard	\$9,777.00
Police Officer:	
1. First Year	11,481.00
2. First Year (after completion of training at the Police Academy)	12,111.00
3. Second Year	13,058.00
4. Third Year	14,319.00
5. Fourth Year (Maximum)	15,896.00

WAGES continued:

<u>Classification</u>	<u>Amount</u>
Sergeant	\$16,527.00

The Sergeant shall receive at least one (1%) percent additional compensation above the maximum base salary of a police officer.

C. Detectives shall be compensated in the category of their actual rank with the appropriate years of service and shall receive in addition thereto the sum of five hundred (\$500.00) dollars per year.

D. Shift Commanders shall be compensated at the rate of two hundred (\$200.00) dollars per year, prorated and payable at the end of the calendar year.

E. The Police Chief, with the approval of the governing body, may place new employees on the classification scale as they deem in the best interest of the community with credit being given for prior service.

F. Police Officers hired prior to July 1st shall be moved to the next succeeding classification as of the first January 1st they reach. Officers appointed as of July 1st or thereafter shall be moved to the next succeeding classification as of the second January 1st reached.

ARTICLE XVIII

LONGEVITY

A. Longevity pay shall be issued in a lump sum on the pay period nearest to December 1st, by separate check, to all permanent employees with more than four (4) years continuous full-time service as per his wage, classification and based upon the date of his full-time appointment.

B. Longevity shall be paid according to the following schedule:

1. Four (4) years plus one (1) day of continuous service through eight (8) years continuous service - one and one-half (1-1/2%) percent of annual base salary.

2. Eight (8) years plus one (1) day of continuous service through twelve (12) years continuous service - three (3%) percent of annual base salary.

3. Twelve (12) years plus one (1) day of continuous service through sixteen (16) years continuous service - four and one-half (4-1/2%) percent of annual base salary.

4. Sixteen (16) years plus one (1) day of continuous service through twenty (20) years continuous service - six (6%) percent of annual base salary.

C. Any employee retiring during the course of the year shall receive longevity prorated on a monthly basis. The same procedure shall be followed in the event of an employee's death.

ARTICLE XIX

HOSPITALIZATION AND MEDICAL INSURANCE

A. The Borough shall maintain, at no cost to the employee, hospitalization and major medical coverage provided by Blue Cross and Blue Shield and the Prudential Insurance Company.

B. Coverage shall include, but not be limited to:

1. Hospital room and board and miscellaneous costs.
2. Outpatient benefits.
3. Laboratory fees, diagnostic expenses and therapy treatments.
4. Maternity costs.
5. Surgical costs.
6. Rider "J" coverage.
7. Major-Medical coverage.

C. Specific details are contained in the master policies and contracts on file in the office of the Borough Clerk.

D. For each officer who remains in the employment of the Borough for a full year, the Borough shall make payments of insurance premiums on life insurance to provide life insurance coverage for a full twelve (12) month period at an amount three (3) times the annual salary of said employee with the Borough paying fifty (50%) percent of the premium charged for such coverage.

E. The Borough will also provide what is commonly known as false arrest insurance with punitive damage coverage and separate principal coverage at no cost to the employee.

----- DENTAL INSURANCE PROGRAM -----

F. The Borough shall participate with the Association in a dental insurance program according to the following schedule:

1. During the life of this Agreement, the Borough agrees to pay seventeen dollars (\$17.00) per month per employee towards the dental insurance program.

2. Any insurance premium in excess of the maximum authorized Borough expenditure shall be deducted as a payroll withholding from the employee's payroll.

ARTICLE XX

UNIFORMS

A. The Borough shall supply police uniforms and all accessories to new police officers.

B. Uniforms damaged while performing normal police duties, other than normal wear, shall be replaced by the Borough on receipt of the damaged uniform or equipment.

C. 1. Commencing January 1, 1979, all employees shall receive an annual clothing allowance in the amount of two hundred fifty dollars (\$250.00).

2. Commencing January 1, 1980, all employees shall receive an annual clothing allowance of three hundred dollars (\$300.00).

ARTICLE XXI

EDUCATION

A. The Borough agrees to pay each employee of the Police Department, in addition to his annual salary, an educational incentive based upon the following table:

	<u>1979</u>	<u>1980</u>
Associates Degree	\$550.00	\$600.00
Bachelors Degree	\$750.00	\$800.00
Masters Degree	\$850.00	\$900.00

B. Additional compensation for advanced educational degrees shall be paid upon the conference of such degree and subsequent annual compensation shall be made on the pay date nearest June 1st of the next and subsequent calendar years.

C. For all employees covered by this Agreement, the Borough will pay the costs of tuition and required textbooks for courses taken in a college approved course leading to a job related degree.

D. Reimbursement for tuition shall be made by the Borough to the employee after the employee has furnished the Borough with proof that he has satisfactorily completed the approved course of study.

ARTICLE XXII

SUSPENSION

A. It is agreed between the Borough and the Association that if an officer is suspended for any action other than disciplinary violation, he shall continue to receive pay and perform those duties as prescribed by the Police Chief until such time as there is disposition of the matter.

ARTICLE XXIII

BULLETIN BOARD

A. The Borough will provide a bulletin board in a conspicuous location in the Police Headquarters for the use of the Association in posting notices concerning Association business and activities.

ARTICLE XXIV

PERSONNEL FILES

A. Upon prior request and authorization by the Police Chief or Police Lieutenant, employees shall have the right to inspect and review their individual personnel file.

B. The Borough recognizes and agrees to permit said review and examination at reasonable times.

C. Employees shall have the right to define, explain or object in writing to anything found in their individual personnel file. This response shall become a part of the employees' individual personnel file.

D. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in the employee's file. The employee's signature signifying knowledge of these documents may be required at the discretion of the Police Chief or Police Lieutenant.

ARTICLE XXV

MUTUAL COOPERATION PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned.

D. In the event of a strike, slowdown, walk-out or job action, participation in any such activity by a member of the Association shall entitle the Borough to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough 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 breach by the Association or its members.

ARTICLE XXVI

NON-DISCRIMINATION

A. The Borough and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Borough and the Association agree that all Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE XXVII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement is held to be invalid by operation of law by any Court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative; however, all other provisions contained herein shall continue in force and effect and shall not be affected thereby.

ARTICLE XXVIII

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1979, and shall remain in effect to and including December 31, 1981, without any reopening date. It is understood that if the Association seeks a successor Agreement commencing from January 1, 1979, that this Agreement shall remain in full force until said Agreement has been reached. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than ninety (90) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of March, 1979.

FOR THE BOROUGH

Christina de Frank Mayor

M. Eileen Healey
Acting Base Clerk

FOR THE ASSOCIATION

James R. Lehman Pres