

THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

BETWEEN

THE BOROUGH OF POINT PLEASANT BEACH

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION,

POINT PLEASANT BEACH LOCAL NUMBER 106

73-74

LIBRARY
Institute of Management and
Labor Relations

MAY 6 1976

RUTGERS UNIVERSITY

DUGAN, TUCKER AND SAVAGE, ESQS
475 WATCHUNG AVENUE
WATCHUNG, NEW JERSEY 07060
201-754-0077

AGREEMENT

THIS AGREEMENT, MADE THIS DAY OF
1972, BETWEEN THE BOROUGH OF POINT PLEASANT BEACH, HEREIN-
AFTER REFERRED TO AS THE "BOROUGH" OR "EMPLOYER" AND NEW
JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, POINT
PLEASANT BEACH LOCAL NUMBER 106, HEREINAFTER CALLED THE
"PBA",

WITNESSETH:

WHEREAS, THE PARTIES HAVE CARRIED ON COLLECTIVE
BARGAINING FOR THE PURPOSE OF DEVELOPING A CONTRACT
COVERING WAGES, HOURS OF WORK AND OTHER CONDITIONS OF EMPLOY-
MENT;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES
AND MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO
AGREE WITH EACH OTHER IN RESPECT TO THE ^{Police} EMPLOYEES ^{herin mentioned} OF THE
EMPLOYER RECOGNIZED AS BEING REPRESENTED BY THE PBA AS
FOLLOWS:

ARTICLE I

RECOGNITION

THE EMPLOYER HEREBY RECOGNIZES THE AFOREMENTIONED
PBA AS THE EXCLUSIVE REPRESENTATIVE FOR ALL ITS PATROLMEN,
SERGEANTS, LIEUTENANTS, CAPTAINS AND DEPUTY CHIEFS IN ITS
POLICE DEPARTMENT IN POINT PLEASANT BEACH, NEW JERSEY, BUT
EXCLUDING THE CHIEF OF POLICE AND ALL OTHER EMPLOYEES.

ARTICLE II

MANAGEMENT RIGHTS

THE PBA RECOGNIZES THAT THERE ARE CERTAIN FUNCTIONS, RESPONSIBILITIES AND MANAGEMENT RIGHTS EXCLUSIVELY RESERVED TO THE EMPLOYER. ALL OF THE RIGHTS, POWER AND AUTHORITY POSSESSED BY THE EMPLOYER PRIOR TO THE SIGNING OF THIS AGREEMENT ARE RETAINED EXCLUSIVELY BY THE EMPLOYER SUBJECT ONLY TO SUCH LIMITATIONS AS ARE SPECIFICALLY PROVIDED IN THIS AGREEMENT.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

A GRIEVANCE IS DEFINED AS AN ALLEGED VIOLATION OF THIS AGREEMENT OR AN IMPROPER ADMINISTRATIVE DECISION, SHORT OF DISCHARGE.

B. PURPOSE

1. THE PURPOSE OF THE GRIEVANCE PROCEDURE IS TO SECURE, AT THE LOWEST POSSIBLE LEVEL, EQUITABLE SOLUTIONS TO THE GRIEVANCES WHICH MAY FROM TIME TO TIME ARISE AFFECTING THE TERMS AND CONDITIONS OF EMPLOYMENT OF EMPLOYEES IN ARTICLE I. BOTH PARTIES AGREE THAT THESE PROCEEDINGS WILL BE KEPT AS INFORMAL AND CONFIDENTIAL AS MAY BE APPROPRIATE AT ANY LEVEL OF THE PROCEDURE.

2. NOTHING HEREIN CONTAINED SHALL BE CON-
 STRUED AS LIMITING THE RIGHT OF ANY EMPLOYEE HAVING A
 GRIEVANCE TO DISCUSS THE MATTER INFORMALLY WITH ANY APPRO-
 PRIATE MEMBERS OF THE POLICE ADMINISTRATION, AND HAVING
 THE GRIEVANCE ADJUSTED WITHOUT INTERVENTION OF THE PBA
 PROVIDED THE ADJUSTMENT IS NOT INCONSISTENT WITH THIS
 AGREEMENT. THE PBA WILL BE GIVEN THE OPPORTUNITY TO BE
 PRESENT AT SUCH ADJUSTMENTS PROVIDED THE GRIEVANT REQUESTS
 SAME.

C. PROCEDURE

AN AGGRIEVED EMPLOYEE SHALL INSTITUTE ACTION UNDER
 THE PROVISIONS HEREOF WITHIN THIRTY (30) CALENDAR DAYS OF
 THE OCCURRENCE COMPLAINED OF. FAILURE TO ACT WITHIN SAID
 THIRTY (30) DAYS, SHALL BE DEEMED TO CONSTITUTE AN ABANDON-
 MENT OF THE GRIEVANCE.

D. THE FOLLOWING PROCEDURE IS MUTUALLY AGREED
 UPON FOR THE SETTLEMENT OF GRIEVANCES:

STEP ONE.

AN EMPLOYEE WITH A GRIEVANCE SHALL FIRST
 DISCUSS IT WITH HIS SHIFT COMMANDER WITH THE OBJECTIVE OF
 RESOLVING THE MATTER INFORMALLY.

STEP TWO.

IF THE AGGRIEVED PERSON IS NOT SATISFIED WITH
 THE DISPOSITION AT STEP 1, OR IF NO DECISION HAS BEEN RENDERED

WITHIN FIVE (5) CALENDAR DAYS AFTER PRESENTATION OF THE GRIEVANCE, THE AGGRIEVED PERSON MAY DISCUSS THE MATTER WITH THE CAPTAIN AND SHALL PRESENT TO THE CAPTAIN A STATEMENT OF THE GRIEVANCE IN WRITING. THE CAPTAIN SHALL RENDER HIS DECISION IN WRITING WITHIN FIVE (5) CALENDAR DAYS AFTER PRESENTATION OF A GRIEVANCE TO HIM.

STEP THREE.

IF THE AGGRIEVED PERSON IS NOT SATISFIED WITH THE DECISION UNDER STEP 2 OR IF NO DECISION HAS BEEN RENDERED BY THE CAPTAIN WITHIN FIVE (5) CALENDAR DAYS AFTER PRESENTATION OF THE GRIEVANCE TO THE CAPTAIN, THE AGGRIEVED PERSON MAY PRESENT THE GRIEVANCE TO THE CHIEF OF POLICE. THE CHIEF OF POLICE SHALL RENDER HIS DECISION, IN WRITING, WITHIN SEVEN (7) CALENDAR DAYS AFTER THE PRESENTATION OF THE GRIEVANCE TO HIM.

STEP FOUR.

IN THE EVENT THAT THE AGGRIEVED PERSON IS NOT SATISFIED WITH THE DECISION OF THE CHIEF OF POLICE AT STEP 3, OR IN THE EVENT THAT NO DECISION HAS BEEN RENDERED BY THE CHIEF OF POLICE WITHIN SEVEN (7) CALENDAR DAYS AFTER PRESENTATION OF THE GRIEVANCE TO HIM, THE MATTER SHALL BE PRESENTED BY THE AGGRIEVED PERSON OR THE PBA ON HIS BEHALF TO THE MAYOR AND COUNCIL. IF THE GRIEVANCE IS PRESENTED TO

THE MAYOR AND COUNCIL IN WRITING AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO A REGULARLY SCHEDULED MEETING, IT SHALL BE TAKEN UP AT THAT MEETING. IF THE GRIEVANCE IS PRESENTED LESS THAN SEVEN (7) CALENDAR DAYS PRIOR TO A REGULARLY SCHEDULED COUNCIL MEETING, IT MAY BE TAKEN UP BY THE MAYOR AND COUNCIL. AFTER THE MATTER HAS BEEN TAKEN UP BY THE MAYOR AND COUNCIL, A DECISION SHALL BE RENDERED IN WRITING WITHIN SEVEN (7) CALENDAR DAYS THEREAFTER.

STEP FIVE.

IN THE EVENT THAT THE AGGRIEVED PERSON IS NOT SATISFIED WITH THE DECISION OF THE MAYOR AND COUNCIL, THE AGGRIEVED PERSON OR THE PBA, ON HIS BEHALF, HAS FIFTEEN (15) CALENDAR DAYS IN WHICH TO REQUEST ADVISORY ARBITRATION.

A. THE ARBITRATOR SHALL BE SELECTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE AMERICAN ARBITRATION ASSOCIATION.

B. THE ARBITRATOR'S DECISION SHALL BE IN WRITING AND SHALL BE ISSUED NOT LATER THAN THIRTY (30) CALENDAR DAYS AFTER THE CLOSE OF THE ARBITRATION HEARING. THE DECISION SHALL SET FORTH THE ARBITRATOR'S FINDINGS OF FACT, REASONS AND CONCLUSIONS ON THE ISSUE OR ISSUES SUBMITTED.

C. THE ARBITRATOR SHALL BE WITHOUT POWER OR AUTHORITY TO MAKE ANY DECISION WHICH SHALL BIND THE PARTIES AND HIS OPINION SHALL BE ADVISORY IN NATURE ONLY.

D. THE COSTS FOR THE SERVICES OF THE ARBITRATOR SHALL BE BORNE EQUALLY BY THE BOROUGH AND THE PBA. ALL OTHER EXPENSES INCIDENTAL TO AND ARISING OUT OF THE ARBITRATION SHALL BE PAID BY THE PARTY INCURRING SAME.

E. A GRIEVANCE AFFECTING A GROUP OF EMPLOYEES UNDER ARTICLE I MAY BE SUBMITTED BY THE PBA ON BEHALF OF SAID NAMED GROUP AT STEP 3 OF THE GRIEVANCE PROCEDURE.

F. CHARGES OR COMPLAINTS AGAINST EMPLOYEES:

1. CHARGES OR COMPLAINTS AGAINST ANY MEMBER OF THE POLICE DEPARTMENT SHALL BE INVESTIGATED BY THE CHIEF OF POLICE. IN THE EVENT THE CHIEF DETERMINES THAT DISCIPLINE BEYOND A REPRIMAND IS WARRANTED THE MATTER SHALL BE REFERRED TO THE ~~PBA~~ *Police Committee*.

2. THE ~~PBA~~ ^P MAY RETURN THE MATTER TO THE CHIEF FOR FURTHER INVESTIGATION, DISMISS THE MATTER OR DETERMINE THAT FORMAL CHARGES SHALL ISSUE AND REFER THE MATTER TO THE MAYOR AND COUNCIL.

3. IN THE EVENT OF A FORMAL HEARING BEFORE THE MAYOR AND COUNCIL, THE OFFICER WILL BE NOTIFIED IN WRITING OF THE HEARING DATE, CHARGES, COMPLAINANT'S NAME AND THE NAME OF ANY WITNESSES.

THE ACCUSED OFFICER OR OFFICERS SHALL HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL DURING A FORMAL

HEARING BEFORE THE MAYOR AND COUNCIL AND HAS THE RIGHT TO CONSULT COUNSEL AT ANY STEP OF THIS PROCEDURE.

ARTICLE IV

SALARIES

EFFECTIVE JANUARY 1, 1972, THE SALARY SCHEDULE FOR ALL OFFICERS RECOGNIZED AS BEING REPRESENTED BY THE PBA SHALL BE AS SET FORTH AS IN SCHEDULE A WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

ARTICLE V

RETENTION OF BENEFITS

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL RIGHTS, PRIVILEGES AND BENEFITS WHICH THE OFFICERS HAVE HERETOFORE ENJOYED AND ARE PRESENTLY ENJOYING, SHALL BE MAINTAINED AND CONTINUED BY THE EMPLOYER DURING THE TERM OF THIS AGREEMENT AT NOT LESS THAN THE HIGHEST STANDARDS IN EFFECT AT THE COMMENCEMENT OF THESE NEGOTIATIONS RESULTING IN THIS AGREEMENT.

THE PROVISIONS OF ALL MUNICIPAL ORDINANCES AND RESOLUTIONS, EXCEPT AS SPECIFICALLY MODIFIED HEREIN, SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE TERM OF THIS AGREEMENT AND SHALL BE INCORPORATED IN THIS AGREEMENT AS IF SET FORTH HEREIN AT LENGTH.

ARTICLE VILEGAL AID

THE EMPLOYER WILL PROVIDE LEGAL AID TO ALL PERSONNEL COVERED BY THIS AGREEMENT IN SUITS OR OTHER LEGAL PROCEEDINGS AGAINST THEM ARISING FROM INCIDENTS IN THE LINE OF DUTY. THIS SHALL NOT BE APPLICABLE IN ANY DISCIPLINARY OR CRIMINAL PROCEEDING INSTITUTED AGAINST THE EMPLOYEES BY THE EMPLOYER.

ARTICLE VIIDISCRIMINATION OR COERCION

THERE SHALL BE NO DISCRIMINATION, INTERFERENCE OR COERCION BY THE EMPLOYER OR ANY OF ITS AGENTS AGAINST THE EMPLOYEES REPRESENTED BY THE PBA BECAUSE OF MEMBERSHIP OR ACTIVITY IN THE PBA. THE PBA OR ANY OF ITS AGENTS SHALL NOT INTIMIDATE OR COERCE EMPLOYEES INTO MEMBERSHIP. NEITHER THE EMPLOYER NOR THE PBA SHALL DISCRIMINATE AGAINST ANY EMPLOYEE BECAUSE OF RACE, CREED, COLOR, AGE, SEX OR NATIONAL ORIGIN.

ARTICLE VIII *OK*SAVINGS CLAUSE

IN THE EVENT THAT ANY FEDERAL OR STATE LEGISLATION, GOVERNMENTAL REGULATION OR COURT DECISION CAUSES INVALIDATION OF ANY ARTICLE OR SECTION OF THIS AGREEMENT, ALL OTHER

ARTICLES AND SECTIONS NOT SO INVALIDATED SHALL REMAIN IN FULL FORCE AND EFFECT, AND THE PARTIES SHALL RENEGOTIATE CONCERNING ANY SUCH INVALIDATED PROVISIONS.

ARTICLE IX

CLOTHING MAINTENANCE ALLOWANCE

THERE SHALL BE PAID TO EACH OFFICER IN THE BARGAINING UNIT A CASH SUM OF FIFTY (\$50.00) DOLLARS ANNUALLY REPRESENTING AN ALLOWANCE FOR MAINTENANCE OF HIS CLOTHING.

ARTICLE X

PERSONAL LEAVE

EACH OFFICER IN THE BARGAINING UNIT SHALL BE ENTITLED TO ONE (1) PERSONAL LEAVE DAY EACH YEAR WITHOUT DEDUCTION FROM ANY OTHER LEAVE TIME PERMITTED PROVIDING THE OFFICER SHALL NOTIFY THE CHIEF OF POLICE AT LEAST THREE (3) DAYS IN ADVANCE AND PROVIDED FURTHER THE CHIEF, IN HIS DISCRETION WHICH SHALL BE REASONABLY EXERCISED, DETERMINES THAT HE HAS SUFFICIENT MANPOWER TO NORMALLY OPERATE THE DEPARTMENT.

ARTICLE XI

NEGOTIATIONS PROCEDURE

A. THE PARTIES AGREE TO ENTER INTO COLLECTIVE NEGOTIATIONS OVER A SUCCESSOR AGREEMENT IN ACCORDANCE WITH

THE NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT IN A GOOD FAITH EFFORT TO REACH AGREEMENT ON ALL MATTERS CONCERNING THE TERMS AND CONDITIONS OF EMPLOYMENT OF THE BOROUGH EMPLOYEES INCLUDED IN ARTICLE I. SUCH NEGOTIATIONS SHALL BEGIN NOT LATER THAN SEPTEMBER 15 OF THE CALENDAR YEAR IN WHICH THIS AGREEMENT EXPIRES. ANY AGREEMENT SO NEGOTIATED SHALL APPLY TO ALL EMPLOYEES INCLUDED IN ARTICLE I, BE REDUCED TO WRITING, BE SIGNED BY AUTHORIZED REPRESENTATIVES OF THE BOROUGH OF POINT PLEASANT BEACH AND THE MEMBERS OF THE POINT PLEASANT BEACH PBA.

B. THE BOROUGH AGREES THAT THERE SHALL BE NO CHANGES IN THE TERMS AND CONDITIONS OF EMPLOYMENT DURING THE LIFETIME OF THIS AGREEMENT, EXCEPT THROUGH NEGOTIATIONS BETWEEN THE PARTIES.

~~ARTICLE XI~~ WHENEVER ANY REPRESENTATIVE OF THE PBA OR ANY EMPLOYEE IS MUTUALLY SCHEDULED BY THE PARTIES TO PARTICIPATE DURING THE EMPLOYEE'S SCHEDULED WORKING HOURS IN NEGOTIATIONS, GRIEVANCE PROCEEDINGS, CONFERENCES OR MEETINGS, HE SHALL SUFFER NO LOSS IN PAY OR OTHER FRINGE BENEFITS.

ARTICLE XII

HOLIDAYS

A. THE FOLLOWING HOLIDAYS SHALL BE RECOGNIZED:
 NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY,
 GOOD FRIDAY, EASTER SUNDAY, MEMORIAL DAY, INDEPENDENCE DAY,

LABOR DAY, GENERAL ELECTION DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY.

B. CURRENT PAY PRACTICES WITH REFERENCE TO HOLIDAYS SHALL BE CONTINUED FOR THE LIFETIME OF THIS AGREEMENT.

ARTICLE XIII

VACATIONS

A. THE VACATION PERIOD SHALL BE JANUARY 1 TO DECEMBER 31, EXCLUDING THE MONTH OF JULY. VACATIONS MAY BE SCHEDULED DURING THE MONTH OF AUGUST INSOFAR AS POSSIBLE WITH RESPECT TO THE WORK LOAD OF THE POLICE DEPARTMENT. THE VACATION SCHEDULE SHALL BE POSTED NO LATER THAN FEBRUARY 15.

B. CHOICE OF VACATION SHALL BE DETERMINED BY THE EMPLOYEE'S LENGTH OF EMPLOYMENT INSOFAR AS POSSIBLE AND PRACTICABLE.

C. ANNUAL VACATION LEAVE WITH PAY SHALL BE EARNED AT THE RATE OF ONE (1) WORKING DAY'S VACATION FOR EACH MONTH OF SERVICE DURING THE REMAINDER OF THE CALENDAR YEAR FOLLOWING THE DATE OF APPOINTMENT.

D. AFTER AN EMPLOYEE HAS COMPLETED TWELVE (12) CONSECUTIVE MONTHS OF EMPLOYMENT HE SHALL BE ENTITLED TO SELECT HIS VACATION IN ACCORDANCE WITH THE LENGTH OF HIS

EMPLOYMENT WHENEVER POSSIBLE AND PRACTICABLE CONSIDERING THE NEEDS OF THE BOROUGH. AFTER THE FIRST FULL YEAR OF EMPLOYMENT, AN EMPLOYEE SHALL BE ENTITLED TO VACATION IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

ONE THROUGH FOURTEEN YEARS OF SERVICE 14 WORKING DAYS
FIFTEEN OR MORE YEARS OF SERVICE 21 WORKING DAYS

ARTICLE XIV

PROFESSIONAL GROWTH OF POLICE

A. MEMBERS OF THE POLICE DEPARTMENT WHO ARE CURRENTLY MATRICULATED IN A RECOGNIZED COLLEGE PROGRAM LEADING TO A DEGREE IN POLICE SCIENCE, WILL BE PAID BY THE BOROUGH ADDITIONAL ANNUAL SALARY IN THE AMOUNT OF \$8.00 PER CREDIT HOUR UP TO A MAXIMUM OF \$480.00. THIS PROVISION SHALL APPLY TO CREDITS UNDER THE SECTION ACQUIRED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT.

B. THE ADDITIONAL REMUNERATION NOTED IN PARAGRAPH A ABOVE SHALL ONLY BE PAYABLE BY THE BOROUGH UPON PRESENTATION OF PROPER CERTIFICATION OF SUCCESSFUL COMPLETION OF COURSES.

ARTICLE XV

BEREAVEMENT PAY

A. WHENEVER A DEATH OCCURS IN AN EMPLOYEE'S IMMEDIATE FAMILY HE SHALL SUFFER NO LOSS OF PAY FOR UP TO

THREE (3) DAYS OF CONSECUTIVE LEAVE PROVIDED THAT ONE OF THOSE DAYS IS THE DAY OF THE FUNERAL. IMMEDIATE FAMILY SHALL BE DEFINED TO INCLUDE CHILDREN, SPOUSE, PARENT, FATHER-IN-LAW, MOTHER-IN-LAW AND STEPCHILDREN RESIDING IN THE HOUSEHOLD OF THE EMPLOYEE.

B. WHEN THE DEATH OF A RELATIVE RESIDING IN THE SAME HOUSEHOLD AS THE EMPLOYEE OCCURS (OTHER THAN THOSE NAMED IN PARAGRAPH A) THE EMPLOYEE SHALL SUFFER NO LOSS OF PAY FOR A ONE (1) DAY LEAVE.

C. BEREAVEMENT BENEFITS WILL NOT BE DEDUCTED FROM SICK LEAVE PROVIDED THE EMPLOYEE DOES NOT EXCEED THE BEREAVEMENT LEAVE AS NOTED ABOVE.

ARTICLE XVI

SICK LEAVE

A. SICK LEAVE FOR PURPOSES HEREIN IS DEFINED TO MEAN ABSENCE FROM DUTY OF AN EMPLOYEE BECAUSE OF PERSONAL ILLNESS BY REASON OF WHICH SUCH EMPLOYEE IS UNABLE TO PERFORM THE USUAL DUTIES OF HIS POSITION.

B. ALL PERMANENT EMPLOYEES SHALL BE ENTITLED TO ONE (1) WORKING DAY'S SICK LEAVE WITH PAY FOR EACH MONTH OF SERVICE FROM THE DATE OF REGULAR APPOINTMENT UP TO AND INCLUDING DECEMBER 31 NEXT FOLLOWING SUCH DATE OF APPOINTMENT AND FIFTEEN (15) DAYS' SICK LEAVE WITH PAY FOR EACH CALENDAR YEAR THEREAFTER. IF ANY SUCH EMPLOYEE REQUIRES

NONE OR A PORTION ONLY OF SUCH ALLOWABLE SICK LEAVE FOR ANY CALENDAR YEAR, THE AMOUNT OF SUCH LEAVE NOT TAKEN SHALL ACCUMULATE TO HIS CREDIT FROM YEAR TO YEAR AND HE SHALL BE ENTITLED TO SUCH ACCUMULATED SICK LEAVE WITH PAY IF AND WHEN NEEDED.

C. WHENEVER AN EMPLOYEE, ENTITLED TO SICK LEAVE UNDER THIS ARTICLE, IS ABSENT FROM WORK AS THE RESULT OF INJURY INCURRED IN THE COURSE OF HIS EMPLOYMENT, THE BOROUGH SHALL PAY SUCH EMPLOYEE HIS FULL SALARY FOR THE PERIOD OF SUCH ABSENCE UP TO A MAXIMUM OF THREE (3) MONTHS WITHOUT HAVING SUCH ABSENCE CHARGED TO THE EMPLOYEE'S ANNUAL SICK LEAVE. ANY AMOUNT OF SALARY PAID TO THE EMPLOYEE SHALL BE REDUCED BY THE AMOUNT OF ANY WORKMEN'S COMPENSATION PAYMENTS MADE, BUT NOT INCLUDING AWARDS MADE FOR PERMANENT DISABILITY.

D. ANY EMPLOYEE ABSENT ON SICK LEAVE FOR A PERIOD GREATER THAN THREE (3) DAYS OR TOTALING MORE THAN TEN (10) DAYS IN ONE CALENDAR YEAR SHALL BE REQUIRED TO FURNISH A CERTIFICATE OF A REPUTABLE PHYSICIAN IN ATTENDANCE CERTIFYING TO THE DISABILITY.

ARTICLE XVII

DURATION

THIS AGREEMENT SHALL BE IN EFFECT FROM JANUARY 1, 1972 THROUGH DECEMBER 31, 1972, WITHOUT ANY REOPENING DATE.

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 LATER THAN SEPTEMBER 15 OF THE CALENDAR YEAR IN WHICH THE AGREEMENT EXPIRES OF THE DESIRE TO CHANGE, MODIFY OR TERMINATE THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO CAUSED SAME TO BE EXECUTED BY ITS RESPECTIVE OFFICERS OR AGENTS ON THIS DAY OF , 1972.

ATTEST:

BOROUGH OF POINT PLEASANT BEACH

Edward Wincobler

By Joseph J. [Signature]
MAYOR

ATTEST:

NEW JERSEY STATE PBA
POINT PLEASANT BEACH LOCAL #106

Edward Wincobler

By Henry P. Weinberger - President PBA #106

By Irwin A. [Signature]
Committee Chairman

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 5, 1972