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19-04

THIS BOOK DOES  
NOT CIRCULATE

73-74

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of  
1973, by and between:

THE TOWNSHIP OF BYRAM, a Municipal Corporation  
in the County of Sussex, and State of New Jersey,

party of the first part, hereinafter  
designated Township,

AND:

BYRAM TOWNSHIP POLICEMEN, of the Township of  
Byram, in the County of Sussex, and State of  
New Jersey,

party of the second part, hereinafter  
designated Policemen,

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 303 of the  
Laws of 1968 of the State of New Jersey, the Byram Township  
Policeman's Association submitted itself as the proposed Rep-  
resentative for the Byram Township Police Department members, ex-  
clusive of the Chief, and said Byram Township Policemen were rec-  
ognized as the exclusive bargaining agent for the Byram Township  
Police Department, exclusive of the Chief:

NOW THEREFORE, in consideration for services performed  
by members of the Byram Township Policemen and the mutual covenants  
hereof, it is agreed as follows:

SECTION 1. Term

The term of this Agreement shall be for the period January  
1, 1973 to December 31, 1974.

SECTION 2. Applicability

The provisions of this Agreement shall apply only to  
full time Patrolmen, Detectives and Sergeants of the Byram  
Township Police Department.

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SECTION 3. Salary

The salaries for policemen in the Township for the term of this Agreement shall be as follows:

(a) Patrolmen			
1st Year	Start	\$7,500	
	Step 1	7,750	(end of training)
2nd Year	Step 2	8,700	
3rd Year	Step 3	9,400	
4th Year	Step 4	10,100	
5th Year	Step 5	10,800	
(b) Sergeants			
1st Year	Start	\$9,000	
2nd Year	Step 1	10,000	
3rd Year	Step 2	11,000	
4th Year	Step 3	12,000	

All steps and raises are applicable on anniversary date. Prior experience of two years another Dept., = one year Byram.

SECTION 4. Longevity Increment

An increment, in addition to the base salary, shall be paid for time of service in Byram based on anniversary date as follows:

<u>Service Period</u>	<u>Increment</u>
2 to 3 years	1%
4 to 5, years	2%
6 to 10 years	3%
11 to 15 years	4%
16 to 20 years	5%

SECTION 5. College Credits

There is hereby established an educational program for the Policeman wherein for the successful completion of approved job-related courses, each participating policeman shall be awarded \$17.00 per credit hour. Proper certification concerning the completion and passage of said approved courses shall be on

file with the Township by February first of each year. At that time each year, the Township, by Resolution, shall set forth the monetary amounts earned during the previous year. Enrollment in courses to be determined by the Chief of Police and the Police Committee.

SECTION 6. Hospitalization

Shall be the same as received by other full time Township employees, as of January 31, 1973.

SECTION 7. Special Duty Premium

(a) Those Patrolmen and Sergeants assigned to the Detective Bureau on a permanent basis, shall receive in addition to their base salary, an increment of \$300.00 per annum for the term of this contract.

SECTION 8. Work Period and Schedule

All Patrolmen and Sergeants covered by this Contract shall work forty (40) hours per week on a schedule to be established by the Chief of Police, each man shall be available for four (4) additional hours per week if needed. The Chief of the Department shall set all work schedules and shifts in accordance with the Police Department Policy, if any. Any patrolman working in excess of 176 hours per 28 day period will be paid overtime at time and one-half rates. These hours do not carry over from month to month.

SECTION 9. Holidays

All Patrolmen, Sergeants, covered by this contract shall be entitled to 10 days off per year during the term of this contract which shall be the equivalent and accountable as Holidays. The time off for Holidays shall be in accordance with a schedule set and established by the Chief of Police.

SECTION 10. Sick Leave

As presently provided to the Road Dept., Byram Twp., as of January 3 1973.

SECTION 11. Vacation

Vacation time for the year 1973 shall be as follows:

1 through 5 years service	10 days
6 through 10 years service	15 days
11 through 15 years service	18 days
16 through 20 years service	20 days

SECTION 12. Grievance Procedure

(a) Definitions

1. A "Grievance" is a claim by a patrolman, or sergeant, as to the interpretation or application of this Agreement, or a claim of lack of equality in treatment in employment or promotion.

2. An "aggrieved person" is the person or persons Making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Policeman is a full-time officer, including a Sergeant, in the Byram Township Police Department.

(b) Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting policeman. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

(c) Grievance

1. Should any dispute or difference arise between the Township and one or more policeman in the Byram Township Police Department as to the interpretation, application or operation of any provision of this Agreement, or regarding an alleged lack of equality in treatment related to employment or promotion both parties shall endeavor to settle the same in the simplest

and most direct manner. The procedure shall be as follows:

(unless any step thereof is waived by mutual consent):

1. The aggrieved employee shall first notify the Chief of Police of the nature of the grievance within ten (10) days after the event giving rise to the grievance has occurred. Said notification must be in writing setting forth the nature of the grievance. Within five (5) days after receiving such written grievance, the Chief shall arrange to meet with the complaintant for the purpose of attempting to adjust or resolve such grievance. The Chief shall give his decision in writing within five (5) days after such meeting.

2. If such grievance is not resolved to the satisfaction of the employee he may present such grievance to the Mayor within ten (10) days after receiving the answer from the Chief of Police, setting forth the nature of the grievance and the reason he is dissatisfied with the decision of the Chief. In the case of disciplinary action grievance, the written request to the Mayor shall be presented within five (5) days. Within seven (7) days after the Mayor receives such grievance he shall arrange to meet with the complaintant for the purpose of adjusting or resolving such grievance. The Mayor shall give his decision in writing within ten (10) days after such meeting.

3. If such grievance is not resolved to the satisfaction of the employee, he may within fifteen (15) days notify the Mayor that he wishes to take the matter to non-binding arbitration.

(a) Within ten (10) days after such written notice of submission to arbitration, the Mayor and the employee shall select a mutually acceptable arbitrator from a list of arbitrators provided by the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

compensate said Policeman at the rate of ten cents (10) per mile. When authorized by the Chief of Police and the Police Commission

SECTION 15.

It is agreed that Township of Byram and the Byram Township Policemen will meet October 1, 1974 to exchange contract proposals.

It is further agreed that James Pytell and Richard Newc will be hired by Byram Township on a Permanent basis at such time as EEA funds are terminated.

SECTION 16.

Anniversary dates and effective salaries for 1973 on anniversary dates are as follows:

LONGEVITY  
BONUS FOR  
1973

\$208.00	Van Fleet	July 1st	3rd Year	11,000
\$181.50	Shubert	July 1st	3rd Year	9,400
<del>181.50</del> \$90.75	McFarland	July 1st	3rd Year	9,400
<del>181.50</del>	Glouse	Jan. 1st	3rd Year	9,400
<del>181.50</del>	Pytell	<del>July</del> JAN. 1st	4th Year	10,100
	Newcombe	July 1st	3rd Year	9,400

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year above written.

TOWNSHIP OF BYRAM

BY 

ATTEST:

BYRAM TOWNSHIP POLICEMEN

BY \_\_\_\_\_