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AGREEMENT

between

Lieutenants

TOWNSHIP OF PEMBERTON,
COUNTY OF (BURLINGTON,) NEW JERSEY

and

PEMBERTON TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 260

(Lieutenants)

X JANUARY 1, 1976, through DECEMBER 31, 1977

[Handwritten signature]

PREAMBLE

This Agreement entered into this 13 day of July, 1976,
by and between the TOWNSHIP OF PEMBERTON, in the County of
Burlington, New Jersey, a Municipal Corporation of the State
of New Jersey, hereinafter called the "Township", and PEMBERTON
TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 260,
hereinafter called the "Association", represents the complete
and final understanding on all bargainable issues between the
Township and the Association.

BR

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Association as the exclusive collective negotiations agent for all Lieutenants employed in the Police Department.

B. The title of Lieutenant shall be defined to include the plural as well as the singular and to include males and females



ARTICLE II

MANAGEMENT RIGHTS

A. Except as otherwise provided by law, the Township 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. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in 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



ARTICLE III

ASSOCIATION DUES

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9 (e), as amended. Said monies together with records of any corrections shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice prior to the effective date of such change.

C. The Association will provide the necessary "check-off authorization" form and deliver the signed forms to the Township Treasurer. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Association to the Township. ER

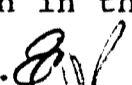
ARTICLE IV

NO-STRIKE PLEDGE

A. 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 any 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 Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, a slowdown or walkout it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employees with due process.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township 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 V

HOURS OF WORK OVERTIME, AND COURT TIME

A. The normal working week shall consist of the present total of an average of forty (40) hours per week.

B. An employee who is required to work longer than his normal tour of duty shall be paid for overtime at one and one-half times his regular hourly rate of pay. Said time and one-half overtime shall be paid in accordance with the following:

(1) Except under emergent circumstances,


- A. 1 through 45 minutes No pay
- B. 46 through 90 minutes 1 Hour's pay
- C. 91 through 150 minutes 2 Hour's pay

Thereafter, overtime shall likewise be paid as per above.

(2) Under emergent circumstances, as determined by the officer in charge,

- A. 1 through 30 minutes No pay
- B. 31 through 90 minutes 1 Hour's pay
- C. 91 through 150 minutes 2 Hour's pay

Thereafter, overtime shall likewise be paid as per above.

C. If an employee is required to appear in Court for four (4) hours or less during his off-duty time, he shall receive ten dollars (\$10.00) for such appearance. If the appearance requires more than four (4) hours, the employee shall be paid at his regular rate of pay for all hours worked. For purposes of this subsection, travel time out of Burlington County, New Jersey, shall be included in computing the total hours for such appearance. 

ARTICLE VI

VACATIONS

A. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

From date of hire through third year of service:

Twelve (12) vacation days per year.

From beginning of fourth year through tenth year of service: Fifteen (15) vacation days per year.

From beginning of eleventh year through fifteenth year of service: Twenty (20) vacation days per year.

Over fifteen years of service: Twenty-five (25) vacation days per year. *JK*

ARTICLE VII

HOLIDAYS

A. If a Lietenant is required to work on any holiday, declared or observed by the Township, he shall be paid at the rate of time and one-half for all hours worked in addition to his regular pay for that day. *EC*

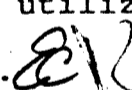
ARTICLE VIII

LEAVES OF ABSENCE

A. Injury in the line of duty.

a. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by a medical doctor until such time as payments commence under Workmen's Compensation. The Township shall pay the difference between the employee's regular rate of pay and that paid under Workmen's Compensation until such time as a medical doctor certifies that the employee is physically able to perform his duties.

B. Personal leave.

1. The Township shall permit each Officer one (1) personal leave day per year with pay. The request for such leave day shall be made to the Chief at least one (1) week prior to its anticipated use, and the scheduling of such leave shall not interfere with the efficient operation of the Department. In the event of an emergency, the week's notice requirement may be waived by the Chief of Police. Failure to use the personal leave day shall not cause the Township to make any payment for such time not utilized. The personal leave day shall not be accumulative. 

C. Leave of Absense

1. The Township shall provide each Officer with three (3) days leave of absence with pay in the event of death in the Officers immediate family. Immediate family is defined as husband, wife, father, mother, brother, sister, child and ward. Failure to use the leave of absence or any part thereof shall not cause the Township to make any payment for such time not utilized. Leaves of absense shall not be accumulative. *E.R.*

ARTICLE IX

HEALTH AND WELFARE INSURANCE

A. All existing medical and hospitalization insurance benefits shall be continued for the duration of this agreement.

B. In addition to presently existing insurance benefits, the Township agrees to implement an off-duty disability insurance program; and a \$20,000 term life insurance program effective as of the date of hire. *EJK*

ARTICLE X

CLOTHING MAINTENANCE ALLOWANCE

The Township shall pay to all employees the sum of \$150.00 on or about the 15th day of June and the sum of \$150.00 on or about the 15th day of December each year for the purpose of maintaining clothing and/or uniforms.

The amounts payable under this Article shall be pro-rated by months of service to reflect actual time served where an employee is not employed for an entire year



ARTICLE XI

SALARIES

A. Commencing January 1, 1976, the salary for all Lieutenants employed by the Township of Pemberton shall be as follows:

Lieutenants:

Base \$15,800.00 per year

B. Commencing January 1, 1977, the salary for all Lieutenants employed by the Township of Pemberton shall be as follows:

Lieutenants:

Base \$16,100.00 per year

C. Longevity

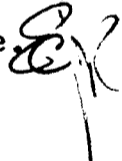
All full-time employees who have completed the following numbers of years of continuous, full-time employment with the Township of Pemberton shall be entitled to the specific percentages of longevity pay in addition to their Base pay:

5 years 4% per year

10 years 8% per year

15 years 12% per year

Said longevity payments shall commence with the next Pay period following the date of completion of said service.



D. Detective Stipend

In recognition of the special duties and responsibilities assumed by detectives, all detectives shall receive from the Township the sum of \$212.50 on or about the 15th day of June and the sum of \$212.50 on or about the 15th day of December each year. The detective stipend payable here-under shall be pro-rated by months of service to reflect actual time served where an employee does not serve as a detective for an entire year. *EPR*

ARTICLE XII
GRIEVANCE PROCEDURE

Section 1

A grievance is a complaint that there has been an improper application, interpretation or violation of this agreement or administrative policies and practices. Also included in the scope of grievable items are disciplinary actions which are appealable to Civil Service as a matter of right. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of the department.

Section 2

Complaints may be initiated by an employee to his superior or the Police Chief. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Association representative.

Section 3

Employees covered under this contract shall have the right to appear before the Public Safety Committee or Police Commissioner, as the case may be, for any purpose they so request.


Section 4

When the Association wishes to present a grievance for itself or for an employee or groups of employees for settlement or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows: *epk*

Step 1. Within five (5) working days of the event giving rise to the grievance, the aggrieved employee, the President of the Association, or his duly authorized representative shall present the grievance to the Police Chief or his duly designated representative. The Police Chief shall answer the grievance within five (5) working days.

Step 2. If the grievance is not resolved at Step 1 or if no answer has been received within the time set forth in Step 1, the Association shall present the grievance within five (5) working days in writing to the Public Safety Committee or Police Commissioner, as the case may be. This presentation shall set forth the position of the Association, and at the request of either party, discussions may ensue. The Public Safety Committee or Police Commissioner, as the case may be, shall answer the grievance in writing within fifteen (15) working days after receipt of the grievance setting forth the position of the employer.

Step 3. If the grievance is not resolved at Step 2 or if no answer has been received by the Association within the time set forth in Step 2, the grievance may be presented in writing within ten (10) working days to the Township Committee. The final decision of the Township Committee shall be given to the Association in writing within thirty (30) days after the receipt of the grievance.

Step 4. If the grievance has not been settled by the parties at Step 3 of the Grievance Procedure or if no answer in writing by the Township Committee has been received by 

the Association within the time provided in Step 3, the Association may invoke arbitration of the grievance in accordance with Article XIII hereof.

In the event a grievance is not processed in accordance with the time limitations set forth above, unless such time limitations are waived by both parties, the grievance shall be deemed satisfactorily resolved and no further action may be taken pursuant to this Article *ER*

ARTICLE XIII

ARBITRATION

Section 1

(a) Any grievance not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as herein-after provided.

(b) The Association may institute arbitration proceedings when the Grievance Procedure has been exhausted by requesting the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission. A copy of said request shall be forwarded to the Township Committee.

(c) The costs for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

(d) The arbitrator shall set forth his findings of facts and reasons for making the award with thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

(e) The arbitrator's decision shall be final and binding on all parties.

(f) In any case where the grievance may be appealed to the New Jersey Department of Civil Service, the election of arbitration shall preclude resort by the employee or the Association

to the Department of Civil Service. Conversely, if the grievance is appealed to the Department of Civil Service, the employee or the Association shall be barred from proceeding to arbitration in accordance with this Article. *E*

ARTICLE XIV

REQUIRED EQUIPMENT

Beginning January 1, 1977, the Township shall provide all required equipment, including but not limited to holster, baton, baton holder, belt, handcuffs, handcuff holder, and sam browne belt, if any of these are required. Employees who have already purchased such equipment shall receive no compensation therefor, but shall receive replacement thereof upon presentation of damaged equipment. *EPK*

ARTICLE XV

P.B.A. ACTIVITIES

A. The Township agrees to grant the necessary time off to the proper P.B.A. officers to attend monthly state meetings and to attend any State or National Convention of the New Jersey State Policemen's Benevolent Association in accordance with N.J.S.A. 11:26C-4

B. Further, the Township agrees to grant a total of fifty two (52) hours time off Per year without loss of compensation for use of employees, designated by the P.B.A., to conduct any buisness of the P.B.A. If all of such fifty two (52) hours are not utilized in any year, such hours shall accumulate and may be utilized in subsequent years. The welfare of the department shall be considered when time off is requested or granted

ARTICLE XVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect

EP

ARTICLE XVII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. However the Township agrees to comply with the provisions of N.J.S.A. 34: 13A-5.3. *EX*

ARTICLE XVII

TERM AND RENEWAL

This Agreement shall be effective as of January 1, 1976, and shall remain in full force and effect until December 31, 1977, or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 17 day of July 1976. *[Handwritten mark]*

PEMBERTON TOWNSHIP POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL NO. 260

TOWNSHIP OF PEMBERTON
COUNTY OF BURLINGTON, NEW
JERSEY

BY: *Edward Carnes*

BY: *Washington E. George*

ATTEST:

ATTEST:

Mildred J. Speaker
MILDRED J. SPEAKER
NOTARY PUBLIC of N.J.
My Commission Expires Mar. 18, 1980

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