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RUTGERS UNIVERSITY

THIS AGREEMENT entered into on this _____ day of _____, 1973.

BY AND BETWEEN

MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF SOUTH RIVER, hereinafter known as the "Employer"

AND

LOCAL 252 of the POLICE BENEVOLENT ASSOCIATION, hereinafter known as "PEA"

WHEREAS, the "Employer" recognizing its obligation to bargain under the applicable State Statutes with its employees to resolve wage and employment benefits; and

WHEREAS, the "PEA" represents all the members of the South River Police Department; and

WHEREAS, it is the purpose of this Agreement to promote and insure harmonious relationships, cooperation and understanding between the "Employer" and the "PEA" and to affirm certain agreements reached between the "Employer" and the "PEA" as a result of negotiations.

NOW, THEREFORE, in consideration of the following mutual covenants it is mutually agreed between the parties to this Agreement as follows:

1. The "Employer" does hereby recognize the "PBA" as the sole and exclusive bargaining agent for all employees now employed by the Borough of South River in the Police Department as Law Enforcement Officers, including all Superior Officers.

2. The "PBA" represents that they are the duly designated bargaining agent for the entire Police Department and have authority to execute this agreement so as to bind all members of the Police Department.

3. The effect of this Agreement shall be retroactive to January 1, 1973, except as provided otherwise.

4. The duration of this Agreement shall be until 12 midnight December 31, 1973.

5. The "Employer" does hereby grant twelve (12) paid Holidays:

New Year's Day
Lincoln's Birthday
Washington's Birthday
General Election Day
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Christmas Day

Payment for holidays shall be paid the last working day preceding the Holiday.

A. Employees permanently assigned to administrative or service assignments within the Police Department shall receive, in lieu of overtime pay hereinafter provided for in paragraph B., the annual fixed sum of \$200. Said employees shall also receive all recognized holidays herein provided as days off. Personnel who may be temporarily assigned to administrative or service posts, shall, after the first four weeks of continuous duty at such assignment, receive the said annual fixed sum of \$200 in lieu of overtime, which payment shall be pro-rated in the event said employee works less than a full year or any part thereof. In no event shall the employee temporarily assigned to an administrative or service post receive any overtime compensation for the first four weeks of said assignment.

B. All overtime worked will be paid in money at the present rate of pay of the employee working. Overtime shall be hours worked in excess of eight hours per day or forty hours per week.

C. The payment for overtime shall be due the Policeman in the next pay period after the overtime was performed.

D. Each member of the Police Department will receive three (3) days off per year, with pay, which will be referred to as Court Days, in compensation for time spent in Court while

not on duty. The Three (3) Court Days may be attached to Vacation Days, with present working schedule. In the event that any member spends more than five or more off duty days in court in any year as evidenced by his log book, then said member shall be compensated for two days pay at straight time.

7. Annual salaries to be paid to members of the Police Department are fixed as follows:

Patrolman	
Starting	\$ 9,136.00
After 1st year	9,971.00
After 2nd year	10,426.00
After 3rd year	10,881.00
After 4th year	11,336.00
Sergeants	11,936.00
Lieutenants	12,436.00
Chief	13,536.00

8. Each member of the Police Department in addition to the emoluments herein provided for shall receive a cash clothing allowance of \$325. per year which shall be paid lump sum in the first pay period in the month of April.

9. Vacation Days can be taken any time during the year with the approval of the Chief of Police who shall consider the availability of manpower.

10. Each member of the Police Department is to receive five (5) personal days off per year, with pay, the "Employer"

to define what constitutes a Personal Day.

11. The members of the Police Department shall be entitled to New Jersey State Insurance Coverage Blue Cross-Blue Shield, including Rider J, Major Medical and Life Insurance in the amount of \$5,000.00.

12. It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Mayor and Council. Accordingly, the "Employer" retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

It is recognized that the need for continued and

uninterrupted operation of the Borough of South River's Police Departments is a paramount importance to the citizens of the community and that there should be no interference with such operation.

13. Parties hereto agree that there will not be and that the "PBA", its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest, strikes, slowdowns, blockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The "Employer" agrees that all benefits, terms and conditions of employment relating to the status of members of the South River Police Department not covered by this Agreement but in effect at the time of the commencement of Collective Negotiations leading to the execution of this Agreement shall continue in effect notwithstanding the absence of our specific reference thereto, herein.

15. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, that parties to this Agreement have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, the day and year first above mentioned.

Signed, sealed and delivered
in the Presence of:

Karl R. Meyertons,
Borough Attorney

William A. Reichenbach, Jr.
Borough Clerk

Robert J. Anselmo, PBA
Attorney

(L.S.)
Walter C. Kulik, Mayor

(L.S.)
Joseph M. Bodnar

(L.S.)
Richard J. Reichenbach,
Councilman

(L.S.)
Fred Roselli, Councilman

(L.S.)
James Genecki, Councilman

(L.S.)
Norman Triznadel, Councilman

(L.S.)
Edward Grekoski Councilman

(L.S.)
President PBA

(L.S.)

PBA Negotiator

(L.S.)

PBA Negotiator

(L.S.)

PBA Negotiator