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Ratified 6/25/79

THREE YEAR AGREEMENT

1979 - 1980 - 1981

BETWEEN

THE TOWNSHIP OF BERKELEY

AND

BERKELEY TOWNSHIP POLICE
BENEVOLENT ASSOCIATION #237

1/1/79 - 12/31/81

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6/25/79

Signed copy to P.B.A.

6/25/79

Copy to Chief of Police

THIS AGREEMENT made this first day of January, 1979

BY AND BETWEEN: THE TOWNSHIP OF BERKELEY

a municipality in the County of Ocean, State of New Jersey
hereinafter called the "Employer"

AND: BERKELEY TOWNSHIP POLICE
BENEVOLENT ASSOCIATION #237

hereinafter called the "Association".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees. To establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto do agree with each other with respect to the employees of the employer recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

SECTION I: The Employer hereby recognizes the Association as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article 1, Section 11 herein for the purposes of collective bargaining and all activities and processes relevant thereto.

SECTION II: The bargaining unit shall consist of all the regular full-time police officers and matrons including sergeants of the police department of the Township of Berkeley now employed or hereinafter employed except superior officers of lieutenant and higher. Full-time police officers and matrons shall not include police officers who are within the Probationary period.

SECTION III: This agreement shall govern all wages, hours, and other conditions of employment herein set forth.

SECTION IV: This Agreement shall be binding upon the parties hereto.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

SECTION I: Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designees and the President of the Association or his designees shall be the respective bargaining agent for the parties.

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

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYERS TIME

SECTION I: The Employer shall permit members of the Association Grievance Committee to conduct the business of the Committee, which consists of conferring with the employees and management on specific grievances in accordance with Grievance Procedure set forth herein. The Grievance Committee will be granted reasonable time to a limit of one hour during duty hours without loss of pay and with prior approval of his department head or designee, and providing the conduct of said business shall not diminish the effectiveness of the Police Department, require the recall of off-duty policemen to bring the department to its proper effectiveness. Said time off may only be granted after the grievance has been formally presented in writing. The Patrolmen Benevolent Association Grievance Committee shall not exceed two (2) members, to be designated by the Association and to be made known to the Chief of Police in writing.

SECTION II: The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during the duty hours of the member. However, when practicable, the negotiation session will be set during off-duty hours.

SECTION III: The Employer agrees to grant the necessary time off without loss of pay to members of the Association who are recognized and selected as delegates to attend the annual State or National Conventions of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

ARTICLE III contd.

SECTION IV: The township shall grant the PBA reasonable use of the employer's facilities and equipment for the purpose of conducting PBA business as long as said facilities and equipment shall not incur any added expense to the Township and the PBA shall be responsible for the cleaning of said facility after its use.

SECTION V: One state delegate shall be granted time off without loss of regular pay to attend state meetings when such meetings are scheduled when the delegate is scheduled to work. The Chief of Police shall be provided with adequate notice of such meeting so as to provide coverage on the delegate shift. Notice shall not be less than five (5) calendar days.

ARTICLE IV

DISCRIMINATION AND COERCION

SECTION I: There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, national origin or political affiliation.

ARTICLE V

SICK LEAVE

SECTION I: Sick leave may be utilized by full time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

SECTION II: All permanent full-time employees covered by this Agreement shall be granted sick leave with pay. During an employee's first year of employment he will be granted one day for each month of complete service of full time employment. From the beginning of employee's second year of employment he will be granted (15) fifteen days of sick leave per year.

SECTION III: (a) If an employee is absent for reasons that entitle him to sick leave, he shall notify his supervisor no later than one hour prior to his usual reporting time.

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

(c) Absence without notice for five consecutive days shall constitute a resignation.

SECTION IV: An employee who shall be absent on sick leave for five 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 15 days in one calendar year consisting of periods of less than five days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring

absences of one day or less in which case only one certificate shall be necessary for a period of six months.

2. The employee's department head may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

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

(b) The department head 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 Berkeley Township Committee, by a physician designated by the Committee. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

(c) Any changes in Civil Service Law will automatically be binding upon the agreement.

ARTICLE VI

HOURS

The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period. Each work week shall consist of forty (40) hours. Any time worked over forty (40) hours shall be considered overtime and computed as set forth herein.

ARTICLE VII

SHIFTS

SECTION I.

All employees of the Association shall be assigned to a specific work group herein designated as A, B or C. All work groups will have assigned work hours as set forth herein:

- A. 8 A.M. - 4 P.M.
- B. 4 P.M. - 12 Midnight
- C. 12 Midnight - 8 A.M.

The working hours for all the above groups shall remain as is. Assignment to a specific work group will remain as presently assigned.

SECTION II.

The Township Committee recognizes that certain individuals may have a specific request as to hours of work. All requests from employees involving the changing of one's working hours will be considered by the Chief. Such requests may be honored as long as, in the judgement of the Chief, a balance of experience is maintained within each group and the effectiveness and needs of the Department are not impaired.

All decisions rendered by the Chief under this article shall not be subject to the grievance procedure as contained herein.

ARTICLE VIII

OVERTIME

SECTION I: The Employer agrees that compensation for overtime consisting of time and one-half shall be paid to all employees covered by this Agreement, after they have worked forty (40) hours in a work week.

SECTION II: No employee shall work in excess of forty (40) hours in a work week unless said overtime is authorized by his department head or designee.

SECTION III: Where possible, a two (2) hour notification period shall be given to a member of the Association prior to working an overtime shift.

SECTION IV: In the event that an employee is called to duty on what is normally his off duty hours, he shall be paid overtime at the rate of time and one-half for a minimum of four (4) hours, arraignment time included.

SECTION V: Availability of overtime work shall be posted on a rotating basis by the department head or his designee so as to eliminate any possible favoritism to any particular employee.

SECTION VI: A maximum of four (4) hours shall be paid for civil court appearance of officer at the rate of time and one-half if duty related.

SECTION VII: In the event that an employee becomes entitled to overtime pay pursuant to this Article, said employee may at his option forgo the overtime pay and accept in lieu of the overtime payment compensatory time on an hour for hour basis within the following pay period.

ARTICLE IX

LIAISON

At either the request of the Township Committee or the Policemen's Benevolent Association Local #237 liaison meetings may be called for the good of the Department. The purpose of the above-mentioned meetings shall be to better promote harmonious employer-employee relations between all members of the Department and the Township Committee. All members of the Policemen's Benevolent Association agree to attend said meetings with no cost of overtime or call-in time to the Township.

ARTICLE X

BULLETIN BOARD

SECTION 1: The Employer will provide a Bulletin Board in a conspicuous location in the Police Headquarters for the use of the Association for posting notices concerning Association business and activities. All such notices shall be posted only upon the authority of officially designated Association representatives. The P.B.A. shall not post any materials containing any profane or obscene matter or be defamatory of any individual.

ARTICLE XI

SALARY

SECTION I:

(a) The annual salary for each member of the Berkeley Township Policemen's Benevolent Association for the year 1979 shall be:

<u>CLASSIFICATION</u>	<u>SALARY</u>
Patrolman 1st year	\$11,000.00
Patrolman 2nd year	\$11,600.00
Patrolman 3rd year	\$13,100.00
Patrolman 4th year	\$14,600.00
Patrolman 5th year	\$17,200.00

(b) The annual salary for each member of the Berkeley Township Policemen's Benevolent Association for the year 1980 shall be:

<u>CLASSIFICATION</u>	<u>SALARY</u>
Patrolman 1st year	\$12,000.00
Patrolman 2nd year	\$13,000.00
Patrolman 3rd year	\$14,500.00
Patrolman 4th year	\$16,000.00
Patrolman 5th year	\$18,500.00

ARTICLE XI Condt.

SALARY

(c) The annual salary for each member of the Berkeley Township Policemen's Benevolent Association for the year 1981 shall be:

<u>CLASSIFICATION</u>	<u>SALARY</u>
Patrolman 1st year	\$13,000.00
Patrolman 2nd year	\$14,000.00
Patrolman 3rd year	\$15,000.00
Patrolman 4th year	\$16,500.00
Patrolman 5th year	\$20,000.00

(d) The annual salary for Sergeants of Berkeley Township shall be as follows:

Sergeants	1979	1980	1981
	\$18,700.00	\$20,200.00	\$21,915.00

SECTION II: Officers assigned as detectives shall receive in addition to the aforementioned salary \$600.00 added annually to base salary.

SECTION III: Classification shall be established by anniversary date of officer's employment with the Township. Annual increases in salary shall take effect as of officer's anniversary date in particular classification.

ARTICLE XI Condt.

SALARY

SECTION IV: In accordance with NJSA 40A-13-137 the Township agrees to enact an ordinance that may provide for granting leaves of absence with pay not exceeding one year to members and officers of its Police Department and Force who shall be injured, ill or disabled from any cause providing that the examining physician appointed by said governing body shall certify such injury.

Any member of the Department who shall utilize disability leave under workman's compensation shall forward any money received by the Insurance Carrier directly to the Township Clerk as the Patrolmen shall be receiving his regular salary.

SECTION V: In the event any member of the Policemen's Benevolent Association gets injured while on duty and said injury is of the extent that the employee is forced to use all workmen's compensation and disability benefits due him and runs out of same, the Township Committee agrees to allow the individual to appear before them and ask the Township Committee to grant for a maximum of one year 75% of his annual salary based upon his individual circumstances. The Township Committee reserves the right to either grant or deny the individual request.

ARTICLE XII

LONGEVITY

SECTION I: Each employee shall be paid, in addition to his annual wage, a longevity increment based upon his years of continuing employment in the Police Department in accordance with the following schedule.

(a) Upon completion of five (5) years of service, \$300.00 to be added to base salary.

(b) Upon completion of ten (10) years of service, \$500.00 to be added to base salary.

(c) Upon completion of fifteen (15) years of service, \$700.00 to be added to base salary.

(d) Said increments shall be paid to base pay and paid accordingly.

SECTION II: Each officer of the Police Department shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

ARTICLE XIII

CLOTHING ALLOWANCE

SECTION I: A clothing allowance in the amount of three hundred and twenty-five (\$325.00) Dollars per year shall be paid by established voucher system by the Employer to all its permanent employees for replacement, repair, maintenance and two hundred and four (\$204.00) Dollars for cleaning of uniforms.

SECTION II: All employees covered by this Agreement shall be entitled to an annual allowance for a maintenance for fire arms and all necessary ballistics material in the amount of fifty and no/100 (\$50.00) Dollars to be paid by established voucher system.

ARTICLE XIV

EDUCATION

SECTION I: Employer agrees to compensate employees for tuition and books for police related courses or police science approved curriculum. Prior to enrollment, the permission of the Township Committee must be obtained after recommendation of the Chief of Police.

SECTION II: Officer shall receive an additional \$500.00 per year for attainment of an Associates Degree or upon completion (or successful completion) of sixty four (64) college credits.

ARTICLE XV

LEGAL AID

SECTION I: The Employer will provide legal aid to all personnel covered by this agreement in suits or other legal proceedings against them arising from incidents arising in the line of duty. This should not be applicable if any disciplinary or criminal proceedings instituted against the employee by the Employer.

ARTICLE XVI

INSURANCE

SECTION I: The Employer shall provide personal injury liability insurance and false arrest insurance with coverage for all employees within the course of employment.

SECTION II: Employer shall provide to all employees covered by this Agreement and their families an insurance plan equal to or better than 750 series Blue Cross Blue Shield 365 Day Plan, including Rider J and Major Medical benefits. The premiums shall be paid by the Township.

SECTION III: The Employer shall maintain in full force and effect Workmen's Compensation insurance for all members or employees of the Police Department.

SECTION IV: The Employer shall provide automobile liability insurance for all vehicles of the Police Department and shall keep same in effect at all times.

SECTION V: The Employer will provide to all members of the Association, effective January 1, 1978, a prescription drug plan which will be \$1.00 co-pay. The premium for the plan selected will be paid for by the Township of Berkeley.

SECTION VI: The Township agrees that it shall assist the PBA to purchase a Group Dental Insurance Plan at no expense to the Township; to be paid for and purchased by the employees. A dental carrier will not be obtained without 100% unit member participation.

ARTICLE XVII

VACATIONS

SECTION I: Each member of the Association who has had the length of continuous employment specified in the table following shall be entitled to the working time shown as vacation with pay at his regular rate of pay.

<u>LENGTH OF EMPLOYMENT</u>	<u>VACATION TIME</u>
During the first year	1 day per month
Beginning the second year to four (4) complete years of service	12 days
Beginning the fifth year to nine (9) complete years of service	18 days
Beginning ten (10) years of service	20 days

Eligibility for vacation shall be computed as of the first day of the month in which the individual member of the Association was hired. Vacation time shall not be accumulative from year to year, however, the Township Committee recognizes a need might arise for an individual to carry over a given amount of vacation time from one year to the next. We shall grant any individual member an opportunity to appear before the Township Committee with a special request for the carry over of a maximum of one years vacation under specific individual circumstances. The Township Committee reserves the right to either approve or deny the request based solely on the Committee's discretion.

ARTICLE XVIII

HOLIDAYS - EMERGENCY LEAVE

SECTION I: The following shall be recognized as Holidays:

Half-day New Years Eve	Election Day
New Years Day	Columbus Day
Washington's Birthday	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Half-day Christmas Eve
July 4th (Independence Day)	Christmas Day
Labor Day	Martin Luther King's Birthday

SECTION II: The above mentioned holidays shall be paid or the employee shall be compensated by a lump sum on the last pay day of November.

SECTION III: Employees shall be entitled to emergency leave of up to three (3) days per year upon receipt of prior approval by department head.

ARTICLE XIX

BEREAVEMENT LEAVE

Each employee may be granted six (6) days leave with pay upon death of a member of his immediate family. The first three (3) days of said six (6) shall be granted. The remaining three (3) days of the six (6) may be granted at the discretion of the Township Committee. Said days shall not be charged against sick leave or vacation time. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, and grandparents of both officer and spouse.

ARTICLE XX

VOLUNTARY TERMINATION BENEFIT

SECTION I: Upon retirement the Township Committee agrees to purchase back all accumulated unused sick days. Payment for said sick days shall be in the form of one payment at the time of retirement. All accrued vacation holiday or sick leave owed to any patrolman at the time of his death while in the employment of the Township shall be paid to his beneficiary or estate.

SECTION II: If any individual covered by this agreement decides to voluntarily leave his or hers employment of Berkeley Township, the Township Committee agrees to purchase back unused and accumulated sick days based upon the following schedule.

(a) If an individual used 10% or less of his accumulated sick days the Township of Berkeley will purchase back the balance of all unused days.

(b) If an individual used between 10.1% and 20% of his total earned sick days the Township Committee agrees to purchase back 75% of the remaining unused days.

(c) If an individual used between 20.1% and 30% of his total earned sick days the Township Committee agrees to purchase back 50% of the remaining unused days.

(d) If an individual used between 30.1% and 40% of his total earned sick days the Township Committee agrees to purchase back 25% of the remaining unused days.

(e) If an individual used between 40.1% and 50% of his total earned sick days the Township Committee agrees to purchase back 10% of the remaining unused days.

(f) If an individual has used over 50.1%, the Township Committee will not purchase back any unused sick days.

ARTICLE XX-- VOLUNTARY TERMINATION BENEFIT (continued)

SECTION III: For the purpose of this Article, Sick Leave may be earned by an employee on the following basis:

- (a) During his or her first year of employment the individual employee earns one day per month of his employment.
- (b) From the second year on, the individual earns $1\frac{1}{4}$ days per month of his employment.

SECTION IV: This Article does not apply to any individual who leaves the employ of Berkeley Township because of disciplinary procedure filed against him. Discipline shall be defined as published in R.S. Title II (Civil Service).

SECTION V: SECTION II of this Article shall become effective January 1, 1978. For the purpose of implementing this Article only for employees covered under this Agreement, shall begin accumulating sick days as of January 1, 1978. All of the computations referred to above will take place starting January 1, 1978.

ARTICLE XXI

GRIEVANCE PROCEDURE

SECTION I: A grievance shall be a complaint arising out of interpretation, application, or violations of policies, agreements and administrative decisions affecting him.

SECTION II: No grievance can be instituted by any employee after 30 days of the alleged incident's occurrence.

SECTION III: If, at any step in the grievance procedure, Management's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

SECTION IV: GRIEVANCE STEPS

Step 1. The President of the Association or his duly authorized and designated representative shall present in writing the grievance or grievances to the Captain or his duly designated representative. The Captain shall answer the grievance in writing within three (3) working days.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance in writing to the Chief of Police, within (3) working days of receipt of the Step 1 answer. This presentation shall set forth the position of the Association, and at the request of either party, discussion may ensue. The Chief of Police shall answer the grievance in writing within five (5) working days after receipt of the grievance setting forth the position of the Employer.

GRIEVANCE PROCEDURE (continued)

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the Association within the time set forth in Step 2, the grievance may be presented in writing within three (3) working days after receipt of the Step 2 decision, to the Mayor and Township Committee. The final decision of the Mayor and the Township Committee shall be given to the Association in writing within twenty-one (21) days after receipt of the grievance by the Mayor and Township Committee.

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 Mayor and Township Committee has been received by the Association within the time provided in Step 3, the Association may demand arbitration of the grievance within thirty (30) days as set forth in Article XIV, entitled Arbitration, hereinafter set forth.

SECTION V: Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A of the revised New Jersey Statutes.

ARTICLE XXII

ARBITRATION

SECTION I: If a grievance is not settled under Article XIII, such grievance shall, at the request of the Association or the Employer, be referred to the State Board of Mediation for the selection of an Arbitrator according to its rules.

SECTION II: All submissions to arbitration must be made within thirty (30) days.

SECTION III: The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State. He shall confine his decision solely to the interpretation and application of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this agreement in writing with reasons for his decision. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

ARTICLE XXIII

EMPLOYEE RIGHTS

SECTION I: It is agreed by the parties that a minimum of three (3) days notice be given to all officers prior to the effective date of a general order.

SECTION II: Any employee shall have the right to have a P.B.A. representative to accompany him in all disciplinary procedures filed against him by the department or the Township.

SECTION III: If any employee has on file a disciplinary action against him and if said employee has no other disciplinary actions filed against him for a period of two (2) years from date of incident, the Township Committee agrees to remove from the employee's personnel file the original disciplinary findings against said employee.

SECTION IV: Both parties agree that special police officers shall not be utilized for replacement of regular officers' duties.

SECTION V: The Township Committee agrees that temporary assignments shall not exceed a period of sixty (60) days.

SECTION VI: All disciplinary proceedings filed against any employee by the Department or the Township shall only be for just cause and in accordance with R.S. Title II (Civil Service). Any disciplinary action asserted by the Chief of Police or his designee shall be subject to the grievance procedure contained herein.

SECTION VII: Each employee has the right to review his personnel folder. All request for review shall be submitted in writing to the Chief of Police and will be honored within three (3) days of the receipt of the individual's request. All materials contained in the individual's personnel folder will be open to examination except such material which by legislation is considered to be of a confidential nature and not to be released by the Employer.

EMPLOYEE RIGHT (continued)

SECTION VIII: The Township shall provide transportation to schools and other departmental functions that officers are sent on. If no vehicle is available a mileage amount or gas will be provided.

SECTION IX: The Township agrees to supply lockers for its employees use to secure Township equipment issued to employees.

SECTION X: The Township agrees to deduct from the salaries of its employees dues for the P.B.A. Such deduction shall be made in compliance with Chapter 310 of the Public Laws of N.J. 1967, NJSA (52-14-159E) as amended.

Said monies together with records of any corrections shall be transmitted to the PBA Treasurer. It is hereby agreed that the dues deductions for any employee in the Association shall be limited to Local #237 of N.J.P.B.A., the duly certified majority representative.

ARTICLE XXIV

MANAGEMENT RIGHTS

Berkeley Township retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey and of the United States of America.

Except as specifically abridged, limited or modified by the terms of the Agreement between Berkeley Township and the P.B.A. and Chapter 303,L 1968 on such rights, powers, authority, prerogatives of management and responsibility to enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the Township of Berkeley.

ARTICLE XXV

SAVINGS CLAUSE

SECTION I: In the event that any federal or state legislation, governmental regulation or court decision cause invalidation of any Article or Section of this Agreement, all other Articles or Section shall not be so invalidated and shall remain in full force and effect.

ARTICLE XXVI

EMPLOYEE SENIORITY

SECTION I: Seniority is to be determined by date of Civil Service Classification. In the event two individuals having the same date of certification, the individual position on the hiring list shall be the determining factor.

SECTION II: Seniority will be considered as it pertains to vacations, regular days off and reassignments. The PBA recognizes the operational effectiveness of the Department shall not be impaired.

ARTICLE XXVII

DISCIPLINE

All discipline of sergeants and patrolmen shall be subject to the following procedure.

Progressive discipline shall be defined as follows:

1. warning
2. written reprimand
3. docking
4. increment withholding
5. discharge

Any action by the Township Committee, Chief of Police of any designee shall be subject to the grievance procedure herein.

The Township and the PBA agree that abuse of sick leave shall result in discipline proceedings.

ARTICLE XXVIII

DURATION

SECTION I: This Agreement shall become effective as

of January 1, 1979, and shall continue in force and effect

until December 31, 1981.

SECTION II:

In the absence of written notice given at least

thirty(30) days prior to the expiration date of this Agreement

by either party to the other of intention to terminate, this

Agreement shall automatically be renewed for a period of

another year, and from year-to-year thereafter until such

time as thirty (30) days' notice is given prior to the annual

expiration date. It is understood that if the PBA seeks a

successor Agreement that this Agreement shall remain in full

force until said Agreement has been reached.

SECTION III:

In the event such notice is given, negotiation

shall begin not less than fifteen (15) days prior to the expiration

date.

IN WITNESS WHEREOF, the parties hereto have set their hands
and seals this 15th day of June, 1979.

Attest:

Robert L. ...
Clerk

Robert L. ...

BY:

Robert L. ...
Mayor

BERKELEY TOWNSHIP PBA

Attest:

Robert L. ...

Secretary

BY:

Robert L. ...
President