

B-0131
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1973 Police
Contract

1973

THIS COLLECTIVE BARGAINING AGREEMENT entered into as of the first day of January, 1973

BETWEEN: THE BOROUGH OF POINT PLEASANT, a municipal corporation of the State of New Jersey, in the County of Ocean and State of New Jersey, hereinafter referred to as "Employer";

AND: THE POLICE DEPARTMENT OF THE BOROUGH OF POINT PLEASANT, hereinafter referred to as "Employee", through a Negotiating Committee chosen from among its members, hereinafter referred to as "Committee",

WITNESSETH that, for and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

STATEMENT OF PRINCIPLES

Section 1. That Employer has heretofore recognized Committee as the sole and exclusive bargaining representative of all members of Employee, which consists of all persons now or hereafter employed by the Police Department of the Borough of Point Pleasant, except the Police Chief.

Section 2. That Employer has an obligation, pursuant to Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1, et seq, to negotiate with Committee as the said representative and to provide orderly and peaceful proceedings for presenting Employee grievances and proposals.

Section 3. That it is the intention of the parties

to memorialize by this contract the terms of employment between Employer and Employee so as to reduce to writing current pay scales, working hours and other terms of employment, most of which are of long standing and practice, to the end that there will be a clear understanding between the parties which will promote a continued harmonious relationship between them.

Section 4. That Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey and of the United States.

Section 5. That the exercise of the foregoing powers, authority, duties and responsibilities by Employer and 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 that such specific express terms hereof are in conformity with the Constitution and Laws of the State of New Jersey and of the United States.

Section 6. That nothing contained herein shall be considered to deny or restrict Employer of its rights, responsibilities and authority under the Laws of the State of New Jersey or under any local Laws as they pertain to Employer and it is the intention of both the parties hereto that this agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

Section 7. That the term of this contract shall be from January 1, 1973 through December 31, 1973.