

**THIS DOES NOT  
CIRCULATE**  
A G R E E M E N T

This agreement made this NOVEMBER 21st, 1978  
between the Township of Berkeley Heights, a Municipal Corporation  
of the State of New Jersey, hereinafter referred to as the "Town-  
ship" or "Employer", and New Jersey State Policemen's Benevolent  
Association, Berkeley Heights Local Number 144, hereinafter  
referred to as the "PBA",

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining  
for the purpose of developing a contract covering wages and other  
conditions of employment:

NOW THEREFORE, in consideration of the premises and mutual  
agreements herein contained, the parties hereto agree with each  
other in respect to the employees of the employer recognized as  
being represented by the PBA as follows:

ARTICLE I  
LEGAL REFERENCE

Nothing contained in this agreement shall alter the authority  
conferred by law, ordinance, resolution or administrative code and  
Police Department Rules and Regulations upon any Township Official  
or in any way abridge or reduce such authority. This agreement  
shall be construed as requiring Township Officials to follow the  
terms contained herein, to the extent that they are applicable in  
the exercise of the responsibilities conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict  
to any policeman such rights as he may have under any other appli-  
cable laws and regulations. The rights granted to policemen here-  
under shall be deemed to be in addition to those provided elsewhere.

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

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and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws as such particular provisions of this contract modify existing local laws.

## ARTICLE II

### MANAGEMENT RIGHTS

Except to the extent expressly modified by specific provision of this agreement, the Township of Berkeley Heights reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Police Department of the Township of Berkeley Heights, New Jersey, as such rights existed prior to the execution of this or any other previous agreement with the PBA. The sole and exclusive rights of the Township of Berkeley Heights, New Jersey, which are not abridged by this agreement, shall include but are not limited to its right to determine the existence or non-existence of facts which are the basis of the Township Police Department decision, to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of the Township, and, from time to time, to change or abolish such practices or procedures, the right to determine and, from time to time, redetermine the number, locations and relocation and types of its officers and employees of the Township of Berkeley Heights: to determine the number of hours per day or week any operation of the Police Department may be carried on: to select and determine the number and types of officers required: to assign such work to such officers in accordance with the requirements determined by the Department of Police: to establish training programs and up-grading requirements for officers and/or employees within the department: to establish and change work schedules and assignments: to transfer,

promote or demote officers or employees for just cause, or to lay off, terminate or otherwise relieve officers and/or employees from duty for lack of work or other legitimate reasons: to determine the facts of lack of work; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline officers and/or employees for just cause and otherwise to take such measures as the Township may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township of Berkeley Heights, New Jersey: provided, however, nothing herein shall prevent an officer from presenting his grievance for the alleged violation of any article or specific term of this agreement.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### SECTION I: PROCEDURE

The procedure for adjusting grievances shall provide the officer with full opportunity or presentation of his grievance and for the participation of the PBA representatives. Should a dispute arise between the Township, the PBA and any member officer as to the meaning, application or operation of any provision of this agreement, such dispute or difference shall be presented by any one of the parties within no more than five (5) days from the time the same arose, and settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent changed or waived in part or entirety, shall be as follows:

STEP A: The appropriate PBA representative, the aggrieved party, the Chief of Police of the Department or his representative may reach a settlement of the dispute, if they fail to reach an agreement within five (5) days, the aggrieved party shall furnish a written statement of the grievance to the Chief of Police on a form provided by the Township for automatic referral to Step B.

STEP B: A member designated by the PBA, and the Mayor or the Township Administrator and a referee assigned by the State

Public Employee Relations Commission shall decide the dispute and their decision shall be final and binding. The PBA member, Mayor or Township Administrator, the Referee, shall be bound by the provisions of this agreement and restricted to the application of the facts presented to them involved in the grievance. They shall not have the authority to add, modify, detract from or alter in any way, the provisions of this agreement or any amendment or supplement thereto.

SECTION 2: COMPENSATION AND EXPENSES FOR IMPARTIAL HEARING.

A. The reasonable compensation and expenses, if any, of a referee shall be borne equally by the Township and the PBA, and the compensation and expenses of each designee of a party shall be borne by the designating party.

B. In the event the PBA requires the attendance of witnesses at said hearing, the Township agrees to release the witnesses as requested without penalty to such witnesses, if he is an employee of the Township.

ARTICLE IV

SALARIES AND OTHER BENEFITS

Effective January 1, 1977 the salary schedule and other benefits for all officers recognized as being represented by the PBA shall be as set forth in Schedule A which is attached hereto and made part thereof.

ARTICLE V

RETENTION OF BENEFITS

The Township agrees that all benefits, terms and conditions of employment relating to the status of members of the Township of Berkeley Heights Police Department not covered by this agreement, shall be maintained at not less than the highest standards in effect at the time of commencement of collective negotiations leading to the execution of this agreement.

The provisions of municipal ordinances which are applicable to employees covered by this agreement shall remain in full force and effect, except as modified herein, during the terms of this agreement and shall be incorporated in this agreement as if set forth herein at length.

#### ARTICLE VI

##### LEGAL AID

If an officer is charged with a violation of the law as a result of acts committed by him in the course of performing his duties, the Township shall select an attorney to provide legal service to defend him, which attorney shall be reasonably satisfactory to the officer.

#### ARTICLE VII

##### DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex or national origin.

#### ARTICLE VIII

##### SAVING CLAUSE

A. In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any articles or sections of this agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall re-negotiate concerning any such invalidated provisions.

B. The Township and the PBA recognize the applicability of presidential executive orders dealing with economic controls on

wages, prices, salaries and so forth. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event that any or all of the salary increases or adjustments or other economic changes for 1977 and beyond cannot be legally made effective, such increases or adjustments or changes shall be omitted or proportionately adjusted according to law.

ARTICLE IX  
COMPUTATION OF TIME, CHANGES, AND  
CONDITIONS OF THIS AGREEMENT

A. Whenever any act is required under this article to be done or performed within a specified period of time, Saturdays, Sundays and holidays shall be excluded in the computation of such period.

B. Nothing in the procedures set forth in this article shall be deemed to abrogate, modify, or otherwise change any other part of this agreement without the mutual consent of the parties hereto in writing.

C. The provisions of this agreement, requiring payment of any sum of money, are subject to approval by the Township Committee by ordinance. This agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned, and if not available, the Township agrees to exert its bonafide and lawful efforts to obtain such appropriations.

This agreement is also subject to the provisions of any state law rules and regulations which shall prevail, however, only if they are inconsistent with this agreement and compliance with same is mandatory rather than permissive or discretionary.

ARTICLE X  
JOINT PBA MANAGEMENT COMMITTEE

A committee consisting of representatives of the Township and the PBA shall be established for the purpose of reviewing the

administration of this agreement and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

The purpose and intent of such meetings is to foster good employment relations through communications between the Township and the PBA on such matters as:

A. Discussing questions arising over the interpretation and application of this agreement.

B. Disseminating general information of interest to the parties.

C. Giving PBA representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.

D. To notify the PBA of changes in non-bargainable condition of employment contemplated by management which may effect employees in the bargaining unit.

E. The promotion of education and training.

F. The elimination of waste and the conservation of materials and supplies.

G. The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

## ARTICLE XI

### MISCELLANEOUS

#### NO STRIKE PLEDGE

A. The PBA covenants and agrees that during the term of this agreement neither the PBA 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 employees duties of employment), work

stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township. The PBA agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, 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 employee or employees, subject, however, to the application of the grievance procedure contained in Article III hereof.

C. The PBA will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedure against the Township.

#### 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, during the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

#### RECOGNITION

The employer hereby recognize the PBA Local 144 as the exclusive representative for all its Patrolmen, Sergeants and Lieutenants in its Police Department in Berkeley Heights, New Jersey, but excluding the Captain and the Chief of Police.

### ARTICLE XII

#### MAINTENANCE OF MEDICAL BENEFITS AFTER RETIREMENT

Pursuant to N.J.S.A. 52:14-17.38, the Township shall continue to pay the entire cost for the premiums for Blue Cross/Blue Shield insurance under the New Jersey Health Benefits Program for all officers and their eligible dependents who retire from Township service with twenty-five (25) years or more credit in the Police and Firemen's Retirement System (PFRS).



ARTICLE XIII

DURATION

This agreement shall become effective on January 1, 1978 and shall terminate on December 31, 1979. (If either party desires to change this agreement, it shall notify the other party in writing at least sixty (60) days before the expiration of this agreement of proposed changes and their desires to terminate this agreement. The agreement shall remain in effect until the new one is negotiated. In witness whereof, the parties have hereunto affixed their signatures.

ATTEST

Caroline R. De Freitas  
CAROLINE R. DE FREITAS  
TOWNSHIP CLERK

TOWNSHIP OF BERKELEY HEIGHTS

BY William Smith  
WILLIAM SMITH  
MAYOR

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, BERKELEY  
HEIGHTS LOCAL 144

James P. ...  
PRESIDENT P.B.A. #144

SCHEDULE A

As a result of a negotiating session between the P.B.A. Local 144 and the Township Administrator on November 9, 1978, many areas of agreement have been recognized. They are as follows:

1. There is to be a written contract signed by both the Township representatives and the P.B.A. representatives and shall be effective January 1, 1978, to December 31, 1979.
2. The Township shall continue to recognize the P.B.A. as a separate entity for collective bargaining purposes from the rest of the municipal employees.
3. For calendar year 1978, there shall be a salary increase of five (5%) percent across-the-board for all police officers in the bargaining unit retroactive to January 1, 1978. This is as follows:

<u>Position</u>	<u>Salary</u>
Lieutenant	\$19,423
Detective Sergeant	18,635
Traffic Sergeant	18,399
Sergeant	17,979
Detective and Juv. Officer	17,226
Traffic Officer	16,885
5th Year Patrolman	16,570
4th Year Patrolman	16,149
3rd Year Patrolman	15,732
2nd Year Patrolman	15,314
1st Year Patrolman	14,895
Probationary Patrolman	14,477

For calendar year 1979, there shall be a salary increase of seven and one-half (7½%) percent across-the-board for all police officers in the bargaining unit effective January 1. This is as follows:

<u>Position</u>	<u>Salary</u>
Lieutenant	\$20,880
Detective Sergeant	20,033
Traffic Sergeant	19,779
Sergeant	19,327
Detective and Juv. Officer	18,518
Traffic Officer	18,151
5th Year Patrolman	17,813
4th Year Patrolman	17,360
3rd Year Patrolman	16,912
2nd Year Patrolman	16,463
1st Year Patrolman	16,012
Probationary Patrolman	14,477

The base salary of the probationary patrolman shall be frozen at \$14,477 during 1979 for any person hired after July 1, 1978.

The P.B.A. recognizes that the period for the Probationary Patrolman has been extended from six (6) months to a year. Therefore, for calendar year 1979, the following step system will be instituted for all officers hired after July 1, 1978:

<u>Position</u>	<u>Salary</u>
Lieutenant	\$20,880
Detective Sergeant	20,033
Traffic Sergeant	19,779
Sergeant	19,327
Detective and Juv. Officer	18,518
Traffic Officer	18,151
6th Year Patrolman	17,813
5th Year Patrolman	17,360
4th Year Patrolman	16,912
3rd Year Patrolman	16,463
2nd Year Patrolman	16,012
Probationary Patrolman	14,477

4. Thirteen (13) paid holidays will be given annually to the Police Department.
5. During the life of this contract, the thirteen (13) holidays shall be incorporated as part of the base salary for pension purposes. Effective January 1, 1979, this benefit shall be paid during the twenty-six pay periods through the year.
6. The clothing allowance for 1978 shall be \$300.00 per annum. The clothing allowance for 1979 shall be \$300.00 per annum.
7. The clothing maintenance allowance shall be \$50.00 per annum.
8. Vacation benefits shall be administered to allow the officer to begin his vacation at any time during his regularly scheduled tour of duty in accordance with a pre-arranged vacation schedule.

9. Vacations shall be in accordance with the following schedule:

<u>COMPLETED SERVICE (YEARS)</u>	<u>VACATION (WORKING DAYS)</u>
20 and above	28
15	23
10	20
5	15
1	10
1/2	5

10. During 1978, all officers shall receive annual longevity payments for continuous service with the Township in the amount of \$50.00 for each year of service completed, but not to exceed \$1,250.00 (25 years of service). Such payments shall be made effective as of the first day of the regular pay period following the anniversary date of the officers original appointment to the department. For 1979, the longevity benefits shall remain in full force and effect. However, payments for this benefit shall be made effective as of the first day of the new year following the year that the officer is appointed to the department rather than his anniversary date.
11. All officers retiring with a retirement allowance based on service and age, granted and paid under the provisions of the Police and Firemen's Retirement System of New Jersey (PFRS) will receive a paid leave equal to three (3) months annual salary.
12. All officers shall receive compensatory time off equal to authorized overtime worked creating a work week in excess of forty (40) hours.

Any unused compensatory time by December 31, 1978, shall be carried forward and allowed to be consumed by April 1, 1979. After April 1, 1979, any unused compensatory time from 1978 shall be automatically cancelled.

For Calendar year 1979, any unused compensatory time by December 31, 1979 shall be compensated at the rate of one and one-half (1½) times the regular hourly rate of each officer affected and this compensation shall be granted in the form of pay.

In all cases, it is the intention of the Township Committee that overtime be compensated in the form of compensatory time rather than pay, if practicable. The granting of compensatory time shall be at the discretion of the Chief of Police.

13. The Township shall continue to provide as additional compensation to the salaries, the full premiums for group hospital, group medical and surgical and group major medical insurance for P.B.A. members and their eligible dependents.
14. Pursuant to N.J.S.A. 52:14-17.38, the Township shall continue to pay the entire cost for the premiums for Blue Cross/Blue Shield insurance under the New Jersey Health Benefits Program for all officers and their eligible dependents who retire from Township service with twenty-five (25) years or more credit in the Police and Firemen's Retirement System (PFRS).

15. The Township Administrator's Office shall be responsible for disseminating information regarding hospitalization, major medical insurance, pensions and retirements.
16. The positions of Chief and Captain shall be excluded from the bargaining unit and the scope of this agreement.
17. At any time during the course of collective bargaining, the negotiating unit of the P.B.A. may have access to the governing body of the Township and may request a special meeting of the Township Committee.
18. Negotiations for ensuing contracts shall commence not earlier than August 1 nor later than October 10 preceding the expiration of the existing contract.
19. The "Rules and Regulations" governing the operation of the Police Department that have been adopted by resolution of the Township Committee on February 4, 1974, shall remain in full force and effect.