

3-0288

13-99

THIS AGREEMENT made and entered into as of the 21st day of December , 1970,

BY AND BETWEEN

TOWNSHIP COUNCIL OF THE TOWNSHIP OF MATAWAN,
hereinafter referred to as the "TOWNSHIP",

AND

POLICEMENS BENEVOLENT ASSOCIATION LOCAL NO. 163,
TOWNSHIP OF MATAWAN, NEW JERSEY,
hereinafter referred to as "P.B.A."

WITNESSETH, THAT:

WHEREAS, the P.B.A. has presented proof that it represents the Matawan Township Police Department employees excluding clerical help and special officers; and

WHEREAS, the Township Council of the Township of Matawan by virtue thereof has recognized the said P.B.A. as the sole and exclusive bargaining agent for all of the Matawan Township Police Department employees excluding clerical help and special officers;

NOW, THEREFORE, it is mutually agreed between the parties hereto, that the following agreement shall become effective January 1, 1971.

ARTICLE I - RECOGNITION

Section 1. The Township hereby recognizes the P.B.A. as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Matawan Township Police Department, excluding clerical help and special officers, in all those matters specifically provided for herein pertaining to wages and conditions of employment.

Section 2. The bargaining unit shall consist of all Matawan Township Police Department employees, excluding clerical help and special officers.

Section 3. Wherever used herein the term "employees" shall mean and be construed only as referring to the Matawan Township Police Department employees covered by this agreement.

ARTICLE II - SALARIES

Section 1. The following schedule of salaries shall

be adopted:

Chief of Police, Annual Salary	\$14,000
Captain, Annual Salary	13,000
Lieutenant, Annual Salary	12,250
Sergeants, Annual Salary	11,500
Patrolmen, Schedule	
0 to 12 months	8,100
13 thru 24 months	8,820
25 thru 36 months	9,550
37 thru 48 months	10,300
49 months thru 10 years	10,750
Over ten years	10,900
Detectives-All members of the Department assigned to the Detective Division shall receive, in addition to their annual salary the sum of \$200.	

ARTICLE III- OVERTIME - Definition and Computations

Section 1. Overtime shall be paid only to Patrolmen and Sergeants.

Section 2. Overtime shall be based upon the annual salary divided by 2080 hours. Overtime shall be paid only when overtime is authorized by the Chief, the Captain or the Lieutenant in charge and shall be paid in excess of eight (8) hours a day or forty (40) hours per week, except where the regular rotation of shifts shall require a deviation from the above.

Section 3. All criminal and juvenile court time shall be paid at overtime except where an officer appears in court on his regular duty shift.

Section 4. Patrolmen will be given first opportunity to work any overtime available and it is understood it will be the responsibility of the Patrolman to work any and all shifts where requested by their immediate superior.

Section 5. Special Policemen shall work overtime only when a regular policeman is not available or where the function to be performed is not a regular police activity.

ARTICLE IV - LONGEVITY

Section 1. The longevity payments shall be made per annum according to the following schedule:

5 years of continuous service	\$100.00
10 years of continuous service	200.00
15 years of continuous service	300.00
20 years of continuous service	400.00
25 years of continuous service	500.00
30 or more years of continuous service	600.00

Section 2. Full time Township Employees shall be entitled to participate in a longevity plan as follows: Annual longevity payments shall be made during the payroll period which falls in the first half of the month of December of each year in accordance with a longevity pay plan hereinafter set forth for all permanent full time employees who have completed at least five years of continuous Municipal service during the calendar year in which the longevity payment is to be made and who shall further be in the employ of the Township on the date on which the longevity payment is to be made. A regular full time employee shall be deemed as a person who is legally an incumbent of a position in the employ of the Township.

Section 3. It is agreed between the parties that at the end of the second year of this contract that the question of longevity shall be open for negotiation as expressly consented to by the parties hereto.

ARTICLE V - VACATIONS

Section 1. The Township agrees to grant to all employees within the bargaining unit vacations in accordance with the following schedule.

- a. Employees with less than one year of service shall receive one (1) paid vacation day for each month of service, provided the probationary period has been completed. There will be no vacation accrued for any employee dismissed during the probationary period.
- b. Employees with one year or more of service shall receive twelve (12) days paid vacation for each year, plus one (1) day per year after the first year to a maximum of fifteen (15) days.
- c. Employees with fifteen (15) years or more of service shall receive twenty (20) days paid vacation each year.

Section 3. Vacation time may not be accumulated for a period past the vacation year without the consent of the

Township Manager, and in no case accumulated for more than two (2) years.

ARTICLE VI - CLOTHING and MAINTENANCE ALLOWANCE

Section 1. The clothing and maintenance allowance shall be \$200 per man after first year of service. All new uniform requirements will be supplied by the Township of Matawan and any change or addition to said uniform requirements to be issued by the Township and maintained by the officer thereafter.

ARTICLE VII - HOLIDAYS

Section 1. The Township agrees to guarantee all members of the Police Department the following holidays with full pay for eight (8) hours at the employee's regular straight time rate or pay though no work is performed on such days. All holidays declared as legal holidays by the Township of Matawan, State of New Jersey or the United States of America, which shall include but not be limited to:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
One half day before Christmas Day
One half day before New Year's Day
Christmas Day

ARTICLE VIII - HOSPITALIZATION

Section 1. The Township shall continue the present Health Program providing Blue Cross and Blue Shield coverage including Rider "J" for employees and eligible dependents with full premiums paid by the Township.

ARTICLE IX - DURATION OF AGREEMENT

This agreement shall become effective on January 1, 1971, and shall continue in full force and effect for three (3) years until December 31, 1973. However, if any benefits are granted to other Township employees over and above benefits set forth herein, said benefits shall inure to the P.B.A.

ARTICLE X

This agreement shall not preclude the P.B.A. from petitioning to putting questions contained in this agreement on the general election ballot of November 1973 in the event that a contract for 1974 or thereafter has not been negotiated and agreed upon by the time to apply for the questions to be placed on the ballot.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

TOWNSHIP OF MATAMoras

BY: Hans H. Froehlich

Hans H. Froehlich, Mayor

TEST: Rose K. Wenzel

Rose K. Wenzel, Township Clerk

LOCAL NO. 163, P.B.A.

BY: Gary Succiant

COMMITTEE:

Vincent Vico

Theodore J. Lepore

[Signature]