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STORAGE

**THIS DOES NOT
CIRCULATE**

PREAMBLE

1978-1980

This Agreement entered into this 1st day of January 1978 by and between the Township of Old Bridge, in the County of Middlesex, New Jersey, hereinafter called the "Township", and Local No. 127, Police Benevolent Association, hereinafter called the "PBA", represents the complete and final understanding on all issues that were bargainable between the Township and the PBA.

**ARTICLE I
RECOGNITION**

The Township hereby recognizes PBA Local No. 127 as the exclusive collective negotiations agent for all police officers, excepting the Chief and Deputy Chiefs, employed in the Police Department of the employer.

**ARTICLE II
NEGOTIATION PROCEDURE**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Employees Laws 1974 and any successor changes in the state law governing Public Employees of the state of New Jersey in a good faith effort to reach agreement. Such negotiations shall begin not later than September 1 of each calendar year. The association further agrees to initially provide the Township with the text of said proposals not later than August 15.

B. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the Township Council and the members of the PBA for ratification, decision or vote. Any agreement of the parties in negotiation will be reduced to writing and will become binding for the period of agreement upon ratification.

C. Nothing herein shall be construed to prevent any official from meeting with the employee organization for the purpose of hearing the reviews and requests of its members in such unit as long as the majority representative is informed of the meeting and is present.

**ARTICLE III
PBA REPRESENTATIVES**

A. The PBA 127 state delegate is to receive a total of twenty five (25) days Administrative Leave to attend the authorized state, county and tri-county meetings and PBA state convention provided five (5) days written notice specifying the dates of the convention and meetings is given to the Chief of Police. A certificate of attendance to the convention will be submitted to the Chief of Police upon request.

B. Two alternate PBA 127 delegates may be granted by the Chief, leave without loss of pay to attend the state PBA convention contingent upon five (5) days advance written notice from the Association. A certificate of attendance to the convention shall be submitted, upon request, to the Chief of Police. The number of days allowed for the alternates will conform to the state law.

C. Accredited representatives of the PBA may enter Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the PBA decides to have its representatives enter the Township facilities or premises, it will request such permission from the appropriate Township representatives and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of Township Government or normal duties of employees.

D. One (1) PBA representative and one (1) alternate representative may be appointed by the PBA to represent the PBA in grievances with the Township.

E. During collective negotiations, authorized PBA representatives not to exceed four (4), shall be excused from their normal duties to participate in collective negotiations that are reasonable and necessary, and shall suffer no loss of regular pay thereby.

F. The Township agrees to furnish to the PBA, in response to reasonable requests therefore, public information concerning the financial resources of the Township, subject to costs and charges as set forth by law.

ARTICLE IV DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees subject to this agreement, dues for the PBA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended. Said monies together with any records of corrections shall be transmitted to the PBA office by the fifteenth (15th) of each month, following the monthly pay period in which deductions were made.

B. If during the life of the agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Township, written notice prior to the effective date of such change, and shall furnish to the Township, new authorization cards from its members showing the authorized deduction for each employee. However, the Township also agrees to honor new authorization cards stating the membership agrees in advance to the deduction of any future increase dues upon certification by its elected official.

C. The PBA will provide the necessary "check-off authorization" form and deliver the signed forms to the appropriate Township official. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization card submitted by the PBA to the Township.

ARTICLE V
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 employee's duties of employment), work stoppage, slowdown, sick-out, walkout or deliberate interference with normal work procedure 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, work stoppage, sick-out, it is covenanted and agreed that participation in any such activities by any employee covered under the terms of the agreement shall be deemed grounds for disciplinary action of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article XX.

C. The PBA will actively discourage any strike, slowdown, work stoppage, sick-out, and consistent with the rights of its members issue a statement in writing, describing such strike, slowdown, work stoppage, sick-out, as illegal and invalid.

The PBA further agrees that it will not defend any member who violates the aforementioned PBA order to return to work.

D. Nothing contained in the agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA or its members.

The Association shall not be held liable for unauthorized acts of unit employees provided the Association will do everything in its power to prevent its members from participating in any strike, work stoppage, sick-out, slowdown or other activity aforementioned and ordering all who participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

ARTICLE VI
SALARIES

These are the percentages for the three year package: 1978 = six (6%) percent; 1979 = seven and one half (7½%) percent; and 1980 = 8 (8%) percent.

	<u>1978</u>	<u>1979</u>	<u>1980</u>
First Year Patrolmen	10,600	11,395	12,307
Second Year	12,137	13,047	14,091
Third Year	13,674	14,700	15,876
Fourth Year	15,211	16,352	17,660
Fifth Year	16,748	18,004	19,444
Sergeant	18,338	19,713	21,290
Lieutenant	19,928	21,423	23,136
Captain	21,518	23,132	24,982

All new patrolmen hired as of 1978 will attain maximum pay in four (4) equal steps:

	<u>1978</u>	<u>1979</u>	<u>1980</u>
First Year Patrolmen	10,600	11,395	12,307
Second Year	12,137	13,047	14,091
Third Year	13,674	14,700	15,876
Fourth Year	15,211	16,352	17,660
Fifth Year	16,748	18,004	19,444

-5-

ARTICLE VII
OVERTIME

A. All Patrolmen, Sergeants and Lieutenants except those listed below, shall be paid time and one half for all overtime work over eight (8) hours per 24 hour period, provided such overtime is one (1) or more hours beyond the regular scheduled work time, and at the rate of time and one half for every successor half hour thereafter. This shall apply whenever a man is ordered to work after completing his regular assigned tour of duty or if he is called in on his off-duty time. When called in on his day off or after having been released from duty, a man shall be guaranteed a minimum of four (4) hours overtime work, except when such a call extends the regular shift by commencing it early.

B. All Patrolmen, Sergeants and Lieutenants covered under this contract with the exception of those listed below shall have the choice of either accepting pay at the rate of time and one half or extra time off (ETO) at the rate of time and one half. All extra time off (ETO) must be taken within sixty (60) days of working overtime. If for a valid reason a person cannot take the extra time off (ETO) during that sixty (60) day period, he shall be given additional time to take his time off. This shall also apply if a man works overtime near the end of the year and does not have the opportunity to take his time off, that time then shall be carried over into the next year. If for any reason the administration cannot give the extra time off (ETO), the employee will receive payment.

C. All Patrolmen, Sergeants and Lieutenants assigned to the Detective Bureau or the Planning and Administration Section shall be paid an additional eight hundred (\$800.00) dollars per year over their respective base pay in lieu of overtime pay.

D. Men assigned to the Patrol Bureau and also the Detective Bureau below the rank of Captain, shall work thirty seven and one half (37½) hours per week. All other personnel covered under this contract shall work forty (40) hours per week.

ARTICLE VIII
LONGEVITY

3-5.4 Longevity Pay Program

A. Effective January 1, 1969 and retroactive thereto, all employees of the Township shall be entitled to and shall receive longevity pay on the following basis:

1. Completion of five (5) consecutive years service: Two and one half (2½%) percent of base salary.
2. Completion of ten (10) consecutive years service: an additional two and one half (2½%) percent of base salary; total of five (5%) percent.
3. Completion of fifteen (15) consecutive years service: an additional two and one half (2½%) percent of base salary; total of seven and one half (7½%) percent.

4. Completion of twenty (20) consecutive years of service; an additional two and one half (2½%) percent of base salary; total of ten (10%) percent.
5. Completion of twenty four (24) consecutive years of service; an additional two and one half (2½%) percent of base salary; total of twelve and one half (12½%) percent.
6. Completion of thirty (30) consecutive years of service; an additional two and one half (2½%) percent of base salary; total of fifteen (15%) percent.

B. Consecutive years in service shall be computed from the date of initial employment by the Township, except where service was interrupted. In such cases, consecutive years service shall be computed as follows:

1. Authorized leave of absence at employee's request from date of initial employment less time for leave of absence.
2. Resignation and subsequent rehiring; if a person resigns and is rehired within one (1) year of his resignation, he shall be allowed to work five (5) consecutive years and then have his time bridged back to his original hiring date and all benefits and longevity pay shall be forthcoming.
3. Military service-employment shall be considered as uninterrupted except no credit shall be allowed for service in the Armed Forces.
4. Disciplinary action-no credit shall be allowed for employment interruption due to disciplinary action.

C. The intent of this subsection is that payment of longevity shall begin in the calendar year 1969 and no back payment shall be made to anyone who attained an anniversary date prior to the calendar year 1969.

D. Longevity shall be paid on a biweekly basis as part of the regular pay.

ARTICLE IX VACATIONS

Vacation days will be as follows:

Starting Patrolmen will receive one (1) working day vacation per month during his first year of employment.

Each Patrolman during his second and third year of service shall receive seventeen (17) working days vacation.

During the fourth year of service and all years thereafter, all Patrolmen will receive twenty (20) working days vacation.

Each Superior Officer shall receive twenty two (22) working days vacation.

All Officers covered under this contract may be allowed to carry over vacation into the new year with the approval of the Chief of Police and Township Manager as per ordinance. No vacation days will be allowed to be carried over for more than one (1) year. Any requests for carry over vacation must be submitted to the office of the Chief of Police no later than September 1 of the current year.

ARTICLE X
HOLIDAYS

All Police Officers will be paid for the following holidays at their prevailing rate of pay on December 1st of each year.

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Primary Election
7. Independence Day
8. Labor Day
9. General Election
10. Veteran's Day
11. Thanksgiving Day
12. Thanksgiving Day (following Friday)
13. Christmas Day
14. One (1) floating holiday (After one (1) full year, upon resignation or retirement, the Officer will receive that day.)

Said pay will be paid in a lump sum during the first week of December.

ARTICLE XI
ADMINISTRATIVE AND SICK LEAVE

A. Sick Leave

1. Sick leave is to be considered an insurance type benefit, to be used when needed due to personal illness or physical incapacity.
2. Each Officer during his first year of employment, shall earn one (1) sick day for each month of employment. Employees may accrue sick leave up to a maximum of two hundred and eighty (280) days.
3. During the calendar year 1978 and all years thereafter, all parties covered under this contract shall receive two (2) additional sick days and these days shall be accredited to them.
4. During the calendar year 1979, all parties covered under this contract shall receive one (1) more additional sick day and all successor years.
5. During the calendar year 1980, all parties covered under this contract shall receive one (1) more additional sick day and all successor years.
6. During the term of this agreement, sick days shall increase by a total of four (4) days. In 1978: two (2) additional days, in 1979: one (1) more additional sick day, and in 1980; one (1) more additional sick day.
7. Any Officer who is entitled to sick time and is sick for more than five (5) consecutive days shall be required to furnish his Department head with a doctor's certificate stating the nature of his illness and the expected date of his return to work.

8. Sick leave may be used for illness in an employee's immediate family requiring the employee's attention. Immediate family is defined as: mother, father, mother-in-law, father-in-law, grandparents, husband, wife, son, daughter, brother, sister, brother-in-law, sister-in-law or any blood relative residing in the employee's household. Sick leave may be used in the event of the death of a relative not listed above if authorized by the Chief of Police.
9. Each full-time employee who retires for reasons of physical disability, age, or length of service to the Township shall be entitled to collect upon retirement, payment in full, on a per diem basis, all accrued sick leave. In the case of an employee's death, said payment shall be made to the beneficiary as indicated on the police and firemen's retirement system forms.
10. In case of resignation, said employee shall be paid fifth (50%) percent of his accrued sick leave. If dismissed for just cause, said employee is entitled to a hearing before the Council or a committee thereof, to determine whether there are any equitable reasons to justify payment for sick leave based upon good cause.

B. Administrative Leave

1. The Chief of Police shall grant upon request to each employee, a maximum of five (5) days Administrative Leave in the event of a death of a member of the employee's immediate family. Such leave to be used at the time of the death and funeral for the purpose of attending and aiding the aggrieved family.

The immediate family is defined as: mother, father, mother-in-law, father-in-law, grandparents, husband, wife, son, daughter, brother, sister, brother-in-law, sister-in-law or any blood relative residing in the employee's household.

2. The Chief of Police shall grant upon request to each employee, a maximum of three (3) days Administrative Leave in the event of the death of a relative outside of the immediate family as defined above. Sick leave may be used if additional time is required.

ARTICLE XII HEALTH AND DISABILITY INSURANCE

- A. All employee and their spouses and children shall be covered under the existing Blue Cross plan which includes Rider J and a Blue Shield U.C.R. Plan; a Major Medical plan which, after payment of the first \$100 deductible, will then pay 80 percent of the next \$2,500 and 100 percent thereafter to a total of \$250,000; a Prescription Plan covering 100 percent; a Dental Plan which covers 80 percent of Class A and Class B services with a maximum of \$1,500 for orthodontia.
- B. Any Police Officer who is injured while acting in the performance of his duty, shall receive full pay less the workmen's compensation temporary disability payments, or State of New Jersey disability payments to which he is entitled until such time as he is eligible for payments under the Police and Firemen's Retirement System of the State of New Jersey.

-1-

The determination as to whether or not the injury was sustained in the performance of duty shall be in accordance with the findings of the Division of Workmen's Compensation or in the event that said findings are appealed to the Courts upon the findings of the Courts of the State of New Jersey.

- C. All employees will be covered by long term disability insurance. This insurance would supplement any other benefits so that employees with long term illnesses or serious accident (whether job connected or not) would receive a total of two thirds (2/3) their regular pay, after a waiting period of thirty (30) days. Such payments would continue until age sixty five (65) for illness and/or life for accident.
- D. Starting with January 1, 1979 and all years thereafter, the Township shall provide all parties covered under this contract with an optical plan which shall cover the employee and his family at a premium not to exceed five (\$5) dollars per month, unless employees want to contribute to a better plan.
- E. In the event of a death of anyone covered under this contract, his or her health benefits shall be provided for his or her family until such time as either the spouse remarries or the dependents attain the age of twenty one (21). In the event that the dependents are attending college, then the coverage shall be extended to age twenty five (25). This will apply only in those cases where insurance companies will accept this coverage.
- F. All CETA Police Officers employed by the Township shall be covered by a twenty-five thousand (\$25,000.00) dollar life insurance policy at the expense of the Township. This shall apply only in the event that these CETA Police Officers are not in the Police and Firemen's Pension Fund of the State of New Jersey.

ARTICLE XIII COLLEGE INCENTIVE PAY PLAN

Each Police Officer, after successful completion of the probationary period of one year, shall receive ten (\$10.00) dollars annually per semester credit accrued toward an associate degree program or a bachelor's degree in Criminology, Police Science, Police Administration, Criminal Justice or Public Administration. Said payments before a degree is earned will be made in a lump sum annually no later than the last payroll in the month of July. Any other course of study must be approved by the Manager for participation in this program. The payments are predicated on a continuing education program and the Officers enrolled must earn a minimum of twelve (12) credits during two (2) successive calendar years or no payment will be made in the third calendar year or beyond until such rate of credit earnings has been obtained.

Once an associate degree has been obtained, the Officer will receive as a permanent part of his salary, the sum of six hundred (\$600.00) dollars per annum; and for a bachelor's degree, the sum of twelve hundred (\$1,200.00) dollars per annum in lieu of the aforementioned lump sum payments.

Officers obtaining an associate degree wishing to continue in the program with a view toward obtaining a bachelor's degree, would receive lump sum payments for credits earned in excess of those required under the associate degree program which would apply toward their bachelor's degree. Said lump sum payments would be over and above the six hundred (\$600.00) dollars added to their base pay.

In no case would Officers who have not obtained an associate degree receive more than six hundred (\$600.00) dollars a year in lump sum payments, nor would those who received an associate but not a bachelor's degree receive more than twelve hundred (\$1,200.00) dollars a year in lump sum payments.

ARTICLE XIV
LEAVE OF ABSENCE

- A. A leave of absence without pay may be granted for good cause to any police officer for a period of up to six (6) months. Such leave shall be granted at the sole discretion of the Township Manager after recommendation from the Chief of Police. The leave may be extended for up to an additional six (6) months at the sole discretion of the Township Manager after recommendation from the Chief of Police.
- B. Leaves provided hereunder shall not be arbitrarily or unreasonably denied.

ARTICLE XV
DISCIPLINARY ACTION

- A. No employee shall be disciplined, except for just cause, in accordance with State law, nor shall he be suspended without pay when no formal charges have been preferred for more than twenty-four (24) hours.

ARTICLE XVI
EMPLOYEE'S RIGHTS

The wide ranging powers and duties given to the department and its members involve them in all manners of contracts and relationships with the public. Out of these contracts may come questions concerning the actions of the members of the force. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- 1. The interrogation of an employee shall be when the employee is on duty. If it is required that the employee report to Headquarters on his off duty hours, he shall be compensated on an overtime basis as set forth in this agreement, unless it is determined he is remiss in his duties or found guilty of a preferred charge.
- 2. The employee shall immediately be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the employee shall be so advised. All non-confidential information to apprise the employee of the allegations will be provided. If known that the employee is being interrogated as a witness only, he will be so informed at the initial contact.
- 3. The questioning shall be conducted for brief periods in length. Respite will be allowed. Time will be provided for personal necessities; meals, telephone calls, and rest periods as are necessary.
- 4. The interrogation of the employee shall not be recorded without his knowledge.

5. The employee will not be subject to any offensive language, nor will he be threatened with transfers, dismissal or any other disciplinary action. No promises of any nature will be made as an inducement to answering questions.

Nothing herein shall be construed to prevent the investigating Officer from informing the member of the possible consequences of his acts.

6. If any employee is under arrest or is likely to be, or is a suspect or target of a criminal investigation, he will be given his rights pursuant to current decisions of the United States Supreme Court.
7. In all cases and in every stage of the proceedings in the interest of maintaining the usual high morale of the force, the Township shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his association representative(s) before being questioned concerning a violation of the rules, laws and regulations which could result in a disciplinary action. During the interrogation of a member of the force, the member shall have a representative of the association present plus legal counsel if he so desires. A form shall be provided by the Police Department to all parties covered under this contract who are being questioned or interrogated and the PBA member must sign and date this form if he decides not to have representation. This signed and dated form shall provide a waiver of representation for PBA 127.

ARTICLE XVII MANAGEMENT RIGHTS

A. The Township except as modified by the present agreement retains and reserves all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and the administrative control of the Township Government and its properties and facilities.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees neither capriciously or arbitrarily.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of the agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authorities, duties and responsibilities under R.S. 40 and R.S. 11, or any other national, state county or local law or ordinances.

ARTICLE XVIII
LEGAL AID

The Township shall provide legal aid to its Officers in accordance with State statute. In this case, the Officer may choose his attorney and the Township shall pay for his legal services in accordance with the municipal attorney's prevailing fees.

ARTICLE XIX
NON-DISCRIMINATION

Neither the employer nor the PBA shall discriminate against any employee because of his exercise of his right to form, join, organize or support the PBA, or to refrain from any such activity.

ARTICLE XX
FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final 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. However, no terms and conditions of employment shall be changed without negotiations between the parties in accordance with law.

ARTICLE XXI
CONTRACT GRIEVANCE PROCEDURE

STEP #1

Any grievance must be filed within thirty (30) days after the occurrence of application or interpretation of this agreement which gives rise to any dispute. Where the employee or association is unaware of the occurrence of applications or interpretation at the time it occurs, they must file a grievance within thirty (30) days after the occurrence of application or interpretation becomes known to them. An earnest effort shall be made within three (3) working days after the filing of the grievance by the grieved employee and/or association and his immediate supervisor for the purpose of resolving the matter informally.

STEP #2

If no satisfactory agreement is reached within three (3) working days after STEP #1, then the grievance shall be reduced to writing and submitted through the chain of command to the employee's bureau commander.

STEP #3

If no satisfactory agreement is reached within five (5) working days after Step #2, then a conference will be arranged with the Chief of Police.

STEP #4

Should no acceptable agreement be reached within five (5) working days after STEP #3, then the matter shall be submitted to the Municipal Manager, who shall have ten (10) working days to submit his decision.

STEP #5

If no satisfactory decision can be reached in the above four (4) steps, the Manager shall direct the aggrieved person, the Chief of Police and himself to appear before the Township Council or a sub-committee of the Township Council appointed by the Council within fifteen (15) working days of STEP #5, at such time and Council or sub-committee shall make the final decision within two (2) weeks after said meeting.

STEP #6

The parties agree that in the event the last step of the grievance is not satisfactorily resolved, either party may, within ten (10) days, request binding arbitration by serving said request upon the other. In that event, the parties, in accordance with the rules of the State Board of Mediation, shall agree upon one arbitrator whose decision shall be binding. The costs of said arbitration shall be equally borne by both parties.

In the event Management alleges a violation of the provisions of this contract, notice shall, within thirty (30) days of the alleged violation or when the alleged violation becomes known, be served upon the PBA and the parties shall meet within ten (10) days to attempt to resolve the matter. In the event the matter is not satisfactorily resolved within fifteen (15) days of the first meeting, then either party, unless the time periods are mutually extended, may invoke the arbitration provisions set forth above.

- A. Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself provided notification of all needs, steps and grievance answers are given to the association and the association is given the opportunity to be present at all steps of the grievance procedure.
- B. The steps provided for herein may be waived by mutual agreement between the parties.
- C. If the employee's superiors fail to meet and/or answer any grievance within the prescribed time limit, as hereinbefore provided, such grievance shall be processed through the next step by either party.
- D. A copy of the resolution of any grievance reduced to writing and resolved at any level shall be forwarded through the chain of command to the office of the Manager, together with the details on the agreement reached.

ARTICLE XXII
GRIEVANCE PROCEDURE UNDER THE DEPARTMENTAL RULES AND REGULATIONS

The following grievance procedure shall apply to departmental rules and regulations, it being understood and agreed that the Contract Grievance Procedure in Article XXI does not apply in said cases.

The Municipal Manager and Police Chief shall recognize and deal with the members and employees of the Police Department for the adjustment of any grievances whether covered under a current labor contract or otherwise, which may arise in accordance with the following procedure:

Any grievance must be filed within thirty (30) days after the occurrence or application or interpretation of this agreement which gives rise to any dispute. Where the employee and/or association is unaware of the occurrence of application or interpretation at the time it occurs, they must file a grievance within thirty (30) days after the occurrence or application or interpretation becomes known to them.

The grievance shall be presented by the member or employee to his immediate supervisor. After a full disclosure of the facts, the supervisor must make every effort to reach a satisfactory settlement to the aggrieved member or employee. If the supervisor cannot make an immediate settlement, the aggrieved member or employee shall resume regular duties, and the grievance and its decision shall be forwarded in writing to the next higher superior officer of the unit to which the member or employee is attached. This superior officer shall give his reply in writing within five (5) days. If settlement is not satisfactory, then the grievance shall be forwarded through the steps of the chain of command to the Chief of Police for his attempt at a satisfactory settlement or adjustment. At each level in the chain of command, five (5) working days will be allowed to reach a satisfactory settlement. If the grievance is still unresolved, then the grievance shall be referred by the Chief to the Municipal Manager to make the final decision within ten (10) working days of receipt of the written grievance and decision of the lower levels.

Notwithstanding the above, the parties agree that in the event the last step of the grievance is not satisfactorily resolved, and if the subject matter of the grievance does not involve a matter of management prerogative, either party may, within ten (10) days request binding arbitration by serving said request upon the other. In that event, the parties, in accordance with the rules of the State Board of Mediation, shall agree upon one arbitrator whose decision shall be binding. The cost of said arbitration shall be equally borne by both parties.

The aggrieved employee has the right to representation by an official of the PBA in all the above steps.

- A. The steps provided for herein may be waived by mutual agreement between the parties.
- B. If the employee's superiors fail to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed through the next step.

C. A copy of the resolution of any grievance reduced to writing and resolved at any level shall be forwarded through the chain of command to the office of the Manager, together with the details on the agreement reached.

It is understood and agreed that the rules and regulations referred to above are not part of this agreement and may be changed without the need for negotiations between the parties.

ARTICLE XXIII
CLOTHING AND MEAL ALLOWANCE

A. A clothing allowance shall be payable annually for each man during the first week of each year as follows:

1978	\$425.00
1979	\$475.00
1980	\$525.00

B. A meal allowance of six (\$6.00) dollars per day will be paid to all Officers attending school when meals are not included in the registration fee or provided by the school. This section shall apply only for courses within the state and where overnight lodging is not required. This meal allowance excludes payment for meals during basic training.

ARTICLE XXIV
MISCELLANEOUS

A. Upon retirement from the Police Department, all parties covered under this contract shall receive all health benefits in effect at the time of his retirement at a fifty (50%) percent cost to the Township.

B. In the event of a reduction in rank due to a reduction in manpower for financial reasons, the men who have suffered the reduction in rank will be re-upgraded when the rank opens up again. This will be done on the basis of first man out, first man back. These parties who will be re-upgraded will not have to take any tests for re-upgrading; it will be automatic.

- 3 -

ARTICLE XXV
SEPARABILITY AND SAVINGS

A. The Township and the PBA recognize applicable present or future Executive Orders of Legislation dealing with economic controls on wages, prices, salaries, etc. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1978 or beyond cannot legally be made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provision of the agreement or any application of this agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1978, and shall remain in effect to and including December 31, 1980 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Township of Old Bridge, New Jersey on this 12th day of July, 1978.

PBA LOCAL 127
POLICE BENEVOLENT ASSOCIATION

By: Charles Spinola

Witness:
Mayor M. Burns

TOWNSHIP OF OLD BRIDGE
MIDDLESEX COUNTY, NEW JERSEY

By: John R. Stenberg, Mayor

Witness:
Mayor M. Burns

ADDENDUM

Future meetings between the Township and PBA to discuss possible physical and mental health program for the members of the Police Department.

INDEX

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
I	Recognition	1
II	Negotiation Procedure	1
III	P.B.A. Representatives	1
IV	Deductions From Salary	2
V	No-Strike Pledge	3
VI	Salaries	4
VII	Overtime	5
VIII	Longevity	5
IX	Vacations	6
X	Holidays	7
XI	Administrative and Sick Leave	7
XII	Health and Disability Insurance	8
XIII	College Incentive Pay Plan	9
XIV	Leave of Absence	10
XV	Disciplinary Action	10
XVI	Employee's Rights	11
XVII	Management Rights	11
XVIII	Legal Aid	12
XIX	Non-Discrimination	12
XX	Fully Bargained Provisions	12
XXI	Contract Grievance Procedure	12
XXII	Grievance Procedure Under The Departmental Rules and Regulations	14
XXIII	Clothing and Meal Allowance	15
XXIV	Miscellaneous	15
XXV	Separability and Savings	16
	Term Renewal	17
	Addendum	18