

Bernards Township

THIS BOOK DOES
NOT CIRCULATE

EMPLOYMENT AGREEMENT

BETWEEN

BERNARDS TOWNSHIP

AND

BERNARDS TOWNSHIP POLICEMEN'S ASSOCIATION

From January 1, 1973 to December 31, 1973

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AGREEMENT

This AGREEMENT is made and entered into this 23^d day of February, 1973, by and between the BERNARDS TOWNSHIP POLICEMEN'S ASSOCIATION (hereinafter called Association) and the TOWNSHIP OF BERNARDS (hereinafter called Municipality):

WHEREAS the parties represent as follows:

1. Municipality is the Township of Bernards in Somerset County, New Jersey.
2. Association is a unit composed of all Bernards Township patrolmen and sergeants, except detective sergeants, and has been duly certified by the New Jersey Public Employment Relations Commission (PERC) as the exclusive representative for purposes of collective negotiations with Municipality.
3. Municipality and Association have conducted negotiations regarding employment by Municipality of Bernards Township police patrolmen and sergeants.
4. Municipality and Association believe that a written employment agreement embodying the terms and conditions of police employment will establish and maintain a harmonious employment relationship and result in efficient services for the benefit of the general public and policemen.

NOW, THEREFORE, the parties agree as follows:

1. SALARIES

(a) Policemen shall receive and Municipality shall pay remuneration commencing and effective as of January 1, 1973, through January 1, 1974, in accordance with the following schedule:

<u>Rank</u>	<u>Amount</u>
Sergeant	\$12,500.00
Patrolmen completing four years	12,030.00
Patrolmen completing three years	11,230.00
Patrolmen completing two years	10,430.00
Patrolmen completing one year	9,600.00
Patrolmen during first year	8,600.00

(b) Said remuneration shall be paid at the end of every workweek on Thursday.

2. OVERTIME AND WORKWEEK SCHEDULE

(a) Policemen shall perform police duties in shifts which shall be determined by the Police Chief.

(b) A normal shift shall be for a period of eight (8) hours.

(c) Policemen shall receive and Municipality shall pay remuneration at the rate of time and a half for all police duties performed in excess of forty (40) hours per week.

(d) During each shift policemen shall be entitled to sufficient eating time.

(e) A police officer covered under the terms of this Agreement who is required to work on the sixth or seventh day in any one workweek following five (5) consecutive full days of work shall be compensated for such work at the rate of one and one-half of his regular straight-time rate for all work performed on those days.

(f) Police officers who work less than forty (40) hours in any given workweek shall not be eligible for overtime pay unless excused in writing by the Township.

(g) The Township reserves the right to require policemen to work overtime as may be required but agrees that insofar as practicable, overtime shall be divided equally among the policemen who in its discretion are qualified to perform the required overtime work.

3. VACATIONS

(a) Effective January 2, 1973, employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

<u>Years Employed</u>	<u>Vacation Time</u>
1 but less than 3 years	10 days
3 but less than 5 years	13 days
5 but less than 10 years	15 days
10 but less than 15 years	18 days
15 years and more	20 days

(b) Vacations shall normally begin following the regular "days off" of the employee.

(c) Vacation time must be used in the year that it is earned.

(d) The vacation period shall be the calendar year from the first day of January to the 31st day of December. Vacations shall be scheduled by the Police Chief, giving preference to employee choice according to seniority, where practicable and where consistent with continued efficient operations of the Police Department.

(e) Any policeman who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement.

(f) Vacation shall be paid on basis of the salary which was in effect at the time the vacation accrued.

(g) Vacations may be split at the option of the Police Chief provided there is mutual consent.

(h) Policemen who terminate employment between June 1st and September 30th will be paid for their unused vacation time at a rate equivalent to their average weekly salary.

(i) An additional vacation day will be granted to any policeman whose vacation period falls on an official holiday, as enumerated herein.

4. HOLIDAYS

(a) Policemen are not required to work and shall nevertheless receive wages based upon eight hours straight time hourly rate of pay, for each of the following holidays:

- (1) New Year's Day (January 1)
- (2) Washington's Birthday (as celebrated under the Monday Holiday law)
- (3) Good Friday
- (4) Memorial Day (as celebrated under the Monday Holiday law)
- (5) Independence Day (July 4th)
- (6) Labor Day
- (7) Election Day (general or state elections limited to one day each year)
- (8) Thanksgiving Day
- (9) The day after Thanksgiving Day (in place of Veteran's Day)
- (10) Christmas Day
- (11) A Floating Holiday

provided that he is on the job and available for work his last full scheduled workday before and his first full scheduled workday after the holiday, even though in different workweeks, except in the case of an illness or injury verified by a medical certificate or by written permission.

(b) When a policeman works on any of the above holidays or if the holiday falls within his vacation period, he is to be credited with eight (8) hours of time off to be awarded at a future date to be determined by mutual consent between him and the Police Chief.

5. OCCUPATIONAL INSURANCE

The Municipality shall obtain standard false arrest, malicious prosecution, and liability for acts and omissions within the scope of police employment in amounts and from insurance companies considered appropriate by the Township Committee.

6. CLOTHING ALLOWANCE

(a) Effective January 1, 1973, all policemen covered by this Agreement hired after January 1, 1973, shall be entitled to an initial clothing allowance of \$500.00.

(b) Policemen shall receive an annual allowance of \$100.00 for maintenance, payable on the first pay period of April of each year.

(c) Policemen shall be entitled to an annual clothing replacement credit of \$200.00, and Municipality shall make requisite payment to the supplier.

(d) In special cases of clothing damage sustained in the performance of official duties, the Police Chief shall authorize payment for said damage which the Municipality shall pay.

7. HOSPITALIZATION

(a) The Municipality shall maintain all present hospital and medical insurance programs to which policemen are presently beneficiaries.

(b) If, for some reason, a policeman does not wish to be covered by said insurance programs, he shall not be entitled to receive the cash equivalent in lieu of the premium.

8. COURT ATTENDANCE

Policemen not otherwise performing police duties who are required to attend Court shall be entitled to receive and Municipality shall pay remuneration at the rate of time and a half regular pay.

9. FUNERAL LEAVE

(a) A regular full time police officer who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death, but all funeral leave benefits will terminate at the end of the day of the funeral. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean parents, children, spouse, brother, sister, grandparents, and mothers and fathers-in-law only.

(b) Special circumstances shall be referred to the Police Chief who shall have the authority to grant additional time off with pay.

10. SICK LEAVE AND DISABILITY

(a) Policemen who sustain job related sickness, injury or disability shall be entitled to remain absent from duty and

to receive full regular pay for the period of necessary recuperation. Any payments so made shall be reduced by workmen's compensation benefits received by the policemen.

(b) A sickness, injury or disability is job related if it occurs during or results from the performance of police duties.

(c) Policemen who sustain sickness, injury or disability unrelated to the performance of police duties shall be entitled to remain absent from duty and receive pay as follows:

less than 1 year	5 days
1 - 5 years	20 days
6 - 9 years	35 days
10 - 14 years	50 days
15 - 19 years	60 days
20 - 24 years	70 days
25 years and over	75 days

(d) Policemen who are absent from duty for more than five (5) days because of sickness, injury or disability shall furnish to the Township Clerk an appropriate physician's statement, including a description of the ailment and its prognosis.

(e) Upon return to work after an absence of five (5) or more days, the policeman must furnish the Police Chief with a physician's statement certifying his fitness to resume his normal work.

(f) Failure to return to work after the Police Chief has reviewed the physician's certificate and is satisfied that the policeman is fit to resume his normal duties constitutes cause for discipline or discharge.

(g) The Association agrees to cooperate with the Municipality in reducing absenteeism to as low a rate as possible. When cases of absenteeism are brought to the attention of the officers of the Association, said officers will interview such employees covered by this Agreement, determine the cause of the absenteeism and thereby aid in eliminating unnecessary absenteeism.

11. DISCHARGE AND DISCIPLINE

(a) The Police Chief may discharge or discipline any policeman for just cause regardless of seniority. Such policemen shall continue to perform police duties pending disposition of arbitration as herein provided.

(b) The Township Committee may summarily discharge any policeman for drunkenness on the job, dishonesty, careless use or abuse of municipal property, gross insubordination to a superior police officer, gross negligence or gross incompetence in the performance of police duties or use of illicit drugs.

(c) Any discharged or disciplined policeman may file a written grievance within three (3) calendar days from the date of discharge or discipline, and said grievance shall be subject to the grievance and arbitration procedure as herein provided, if no written grievance is filed within the time specified, then said discharge or discipline should be deemed absolute.

12. GRIEVANCE PROCEDURE AND ARBITRATION

(a) In the event that any difference or dispute should

arise between the Municipality, including the superior police officers, and the Association, or its members employed by the Municipality, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed within three (3) calendar days of its occurrence or employee's knowledge thereof;

- (1) Between the aggrieved policeman with an officer of the Association and the Chief. If no satisfactory agreement is reached within three (3) calendar days then
- (2) between an officer of the Association in conference with the Township Committee. Should no acceptable agreement be reached within an additional three (3) calendar days then
- (3) the matter may be referred to arbitration by the Township Committee or the Association only.

(b) Either party may within five (5) days after the Step 2 meeting request the New Jersey Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

(c) Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last Township answer.

(d) It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (1) involves the existence of alleged violation of any agreement other than the present Agreement between the parties; (2) involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this Agreement; (3) involves claims of violation of an allegedly implied or assumed obligation; (4) would require an arbitrator to rule on, consider or decide the appropriate hourly, salary or incentive rate at which an employee shall be paid, or the method by which his pay shall be determined; (5) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

13. SENIORITY

(a) Seniority is defined to mean the accumulated length of continuous service with the Police Department, computed from the last date of hire.

(b) Senior employees shall be last to be laid off and first to be recalled.

(c) A policeman's length of service shall not be reduced by time lost due to authorized leave of absence or absence

for bona fide illness or injury certified by a physician not in excess of one (1) year.

(d) Seniority shall be lost and employment terminated if any of the following occur:

(1) Failure to return promptly upon expiration of authorized leave;

(2) Absence for five (5) consecutive working days without leave or notice;

(3) Engaging in any other employment which is in conflict with his police duties;

(4) Absence for illness or injury for more than one (1) continuous year;

(5) Layoff for longer than six (6) consecutive months;

(6) Engaging in any unauthorized employment while on leave of absence.

14. LONGEVITY

Longevity shall be paid to policemen in the amount and stages paid by Municipality to any other unit of its public employees.

15. EDUCATIONAL PROGRAM

(a) The parties agree that attendance by policemen at law enforcement related courses at a college or university is mutually advantageous.

(b) Law enforcement related courses shall include courses specifically designated as such by the educational institution and also liberal arts instruction of general application. Disputes

concerning the administration of the educational program, including the propriety or utility of a particular course, shall be resolved by the Police Chief, subject, however, to the basic grievance procedure and arbitration paragraph of this Agreement.

(c) Each policeman attending law enforcement related courses at a college or university shall receive and Municipality shall pay a merit/incentive award of \$10.00 for each credit earned by the respective policeman.

(d) The merit/incentive award shall not be payable unless the policeman obtains a grade of at least "C", "Satisfactory" or "Average" or their equivalent for the particular course and furnishes to the Township Clerk an appropriate certificate.

(e) Municipality shall reimburse each policeman attending such law enforcement courses, to the extent not otherwise paid by alternative governmental authorities:

(1) An amount equivalent to the purchase of books, supplies and associated usual academic fees and expenses required by the college or university and incurred by the respective policeman for attendance thereat.

(2) An additional amount equivalent to one-half of any tuition charges imposed by the college or university.

(f) Payment shall be made within thirty (30) days after the certificate is filed with the Township Clerk.

16. PROBATIONARY EMPLOYEES

(a) Newly hired policeman shall remain probationary

until after completion of six (6) months of service from the date of last hiring. Upon completion of said period, such policemen shall enjoy seniority status from the date of last hiring.

(b) Policemen shall have no seniority rights during this probationary period. Their employment may be terminated at any time in the sole discretion of the Township Committee. Discharges during the probationary period shall not be subject to the grievance and arbitration procedure.

17. MANAGEMENT RESPONSIBILITY

(a) It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the Municipality. Accordingly, the Municipality retains the following rights, except as specifically provided in this Agreement, including, but not limited to selection and direction of the force; to hire, suspend or discharge for cause as provided herein; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, transfer or demote as provided herein; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for lack of funds; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

(b) It is understood that full time employees will consider their position with the Township as their primary job. Any outside employment must not interfere with an employee's efficiency in his position with Bernards Township or constitute any conflict of interest.

(c) Employees shall not accept monetary gifts or articles of value in appreciation or for any other reason in the performance of duty.

18. FLEXIBILITY OF ASSIGNMENT

(a) Policemen, regardless of regular assignment, may be reassigned by the Police Chief to perform any duty related to their profession as policemen, including any duties connected with:

- (1) Prevention and detection of crime;
- (2) Enforcement of laws and ordinance;
- (3) Protection of life and property;
- (4) Arrest of violators of the law;
- (5) Direction of traffic;
- (6) Regulation of non-criminal behavior of the citizenry; and
- (7) Preservation of the peace.

(b) An exception to specific duties may be made where a policeman is medically unable to perform his normal duties.

19. INTERRUPTION OF EMPLOYMENT

(a) It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies

is of paramount importance to the citizens of the community and that there should be no interference with such operation.

(b) The Municipality recognizes that Policemen have never contemplated any strikes, slowdowns or job action nor would they contemplate any such action.

(c) Policemen recognize that the Municipality is interested in amicably resolving any differences or disputes concerning terms and conditions of employment.

(d) Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that:

(1) The Association, its officers, members, agents, or principals will not engage in, encourage, sanction or suggest, strikes, slowdowns, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance of the Police Department or of any Township department.

(2) The Municipality and its Township Committee will not engage in lockout, or arbitrary, capricious or unreasonable actions.

(e) The Municipality shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

20. CHECK-OFF AND INDEMNIFICATION

(a) A policeman may authorize in writing to the Municipal Clerk his desire to have deductions made from his compensation for the purpose of paying uniform Association dues.

(b) A check-off shall commence for each policeman who signs a properly dated authorization card, supplied by the Association and verified by the Municipality during the month following the filing of such card with the Municipality.

(c) The Municipality shall remit all such check-off dues to the Association Treasurer on the 1st day of January, April, July and October of each year.

(d) The Association agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any policeman who refuses or fails to execute an authorization card.

(e) The Association shall indemnify and save the Municipality harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this article.

(f) Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Municipal Clerk. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15.9e as amended.

21. BULLETIN BOARD

The Association shall have the use of a bulletin board in Police Headquarters for the posting of notices relating to meetings and official business of the Association only.

22. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of policemen in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the Municipality and the Association or any individual employee covered by this Agreement is hereby superseded.

23. SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

24. REIMBURSEMENT FOR POLICE CONNECTED EXPENSES

Policemen shall receive and Municipality shall pay for all expenditures, not otherwise compensable by Municipality, incurred by policemen for job related functions such as grand jury, petit jury duty and municipal court duty. A function is job related if it occurs during or results from the performance of police duties and is not otherwise remunerated. For the use of personal automobile on police related activities, Municipality shall pay \$0.10 per mile, plus parking and tolls.

25. TERM

(a) This contract shall be for a term of one (1) year commencing January 1, 1973, and all rights and duties created hereunder shall be effective as of that date.

In Witness Whereof, the parties hereto have executed this Agreement the date aforesaid.

Attest:

James T. Hart
James T. Hart, Township Clerk

TOWNSHIP OF BERNARDS

By Robert P. Haycock
Robert P. Haycock, Mayor

BERNARDS TOWNSHIP POLICEMEN'S
ASSOCIATION

Witness:

Dee Agan
Dee Agan

By Robert T. Eberle
Robert Eberle
and
By James V. Kierstead
James Kierstead