

THIS BOOK DOES NOT CIRCULATE

A G R E E M E N T

THIS AGREEMENT made this 20th day of JANUARY, 1976, between the TOWNSHIP OF BERKELEY HEIGHTS, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Township" 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 applicable Laws and Regulations. The rights granted to policemen hereunder 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 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 except as such particular provisions of this contract modify existing local laws.

## ARTICLE II

### MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Township of Berkeley Heights re-

serves 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 1 - 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 representatives, the aggrieved party, and 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 witness, if he is an employee of the Township.

#### ARTICLE IV

##### SALARIES AND OTHER BENEFITS

Effective, January 1, 1976, 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 a part hereof.

#### ARTICLE V

##### RETENTION OF BENEFIT

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 the 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 Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate 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 1976 or beyond cannot be legally made effective, such increase 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 bona fide 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 affect employees in the bargaining unit;

E. The promotion of education and training;

F. The elimination of waste and the conservation of material 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 employee's 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 procedures 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 know-

ledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Recognition

The Employer hereby recognizes 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 captains and the Chief of Police.

ARTICLE XII

DURATION

This Agreement shall become effective on January 1, 1976 and shall terminate on December 31, 1976. (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 the 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

James Caprese

TOWNSHIP OF BERKELEY HEIGHTS

By Marcel A. Kisselburgh

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

By Richard Brady

SCHEDULE A

1. For all police officers in the PBA Bargaining unit, an increase in salary of \$850.00 over the 1975 base salary as follows:

	<u>1975</u>	<u>1976</u>
Lieutenant	\$16,648	\$17,498
Detective Sergeant	15,898	16,748
Traffic Sergeant	15,673	16,523
Sergeant	15,273	16,123
Detective and Juvenile Officer	14,556	15,406
Traffic Officer	14,231	15,081
5th Year Patrolman	13,931	14,781
4th Year Patrolman	13,530	14,380
3rd Year Patrolman	13,133	13,983
2nd Year Patrolman	12,735	13,585
1st Year Patrolman	12,336	13,186
Probationary Patrolman	11,938	12,788

2. The differential for the rank of Detective Sergeant and Detective Juvenile Officer shall be \$625.00 above the rank of Sergeant and Patrolman, respectively.

3. The clothing allowance shall be \$275.00 per annum.

4. Thirteen (13) holidays will be given annually to the Police Department.

5. Vacation benefits will be administered to allow the officer to begin his vacation at any time during his regularly scheduled tour of duty in accordance with a prearranged vacation schedule. 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

6. The differential for the rank of Safety Officer and Safety Sergeant shall be \$300.00 and \$400.00 respectively, above the rank of Patrolman and Sergeant, respectively.

7. All officers will receive annual longevity payments for continuous service with the Township in the amount of Fifty (\$50.00) Dollars for each year of service completed, but not to exceed \$1,250.00 (25 years of service). Such payments will be made effective as of the first day of the regular pay period following the anniversary date of the officer's original appointment to the department.

8. All officers retiring with a retirement allowance based on service and age, granted and paid under the provisions of the Police and Firemans Retirement System of New Jersey, will receive a paid leave equal to three (3) months salary.

9. All officers will receive compensatory time off, equal to authorized overtime worked creating a work week in excess of forty (40) hours but less than sixty (60) hours, this right to be subject to the provisions of the Fair Labor Standards Act.

10. The Township Administrator's Office will be responsible for disseminating information in reference to hospitalization, major medical, pensions and retirements.

11. The positions of Chief of Police and Captain shall be excluded from the bargaining unit and from the scope of this agreement. In addition, the two positions shall have their salaries and fringe benefits delineated for the oncoming year prior to the collective bargaining by the P.B.A. and the Township.

12. At any time during the course of the collective bargaining, the negotiating unit, the P.B.A. may have access to the Governing Body of the Township and may request a special meeting with the Township Committee.