

THIS AGREEMENT made this 17 day of December 1974

BY AND BETWEEN: THE TOWNSHIP OF BERKELEY,

a municipality in the County of Ocean, State of New Jersey hereinafter called the "Employer",

AND: BERKELEY TOWNSHIP POLICE

BENEVOLENT ASSOCIATION #237,

hereinafter called the "Association".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees. To establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto do agree with each other with respect to the employees of the employer recognized as being represented by the Association as follows.

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section I:                   The Employer hereby recognizes the Association as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article I, Section II herein for the purposes of collective bargaining and all activities and processes relevant thereto.

Section II:                   The bargaining unit shall consist of all the regular full-time police officers and matrons including sergeants of the police department of the Township of Berkeley now employed or hereinafter employed except superior officers of lieutenant and higher. Full-time police officers and matrons shall not include police officers who are within the probationary period.

Section III:                   This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section IV:                   This Agreement shall be binding upon the parties hereto.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section I:                    Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designees and the President of the Association or his designees shall be the respective bargaining agent for the parties.

Section II:                  Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYERS TIME

Section I:                   The Employer shall permit members of the Association Grievance Committee to conduct the business of the Committee, which consists of conferring with the employees and management on specific grievances in accordance with Grievance Procedure set forth herein, during the duty hours without loss of pay, providing the conduct of said business shall not diminish the effectiveness of the police department or require the recall of off-duty policemen to bring the department to its proper effectiveness.

Section II:                   Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during the duty hours of the member. However, when practicable, the negotiations session will be set during off-duty hours.

Section III:                   The Employer agrees to grant the necessary time off without loss of pay to the President of the Local and **one** other member of the Association selected as delegates to attend any State or National Conventions of the New Jersey Policemen's Benevolent Association as provided under N. J. S. A. 11:26C-4.

ARTICLE IV

DISCRIMINATION AND COERCION

Section I:                    There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, national origin or political affiliation.

ARTICLE V

SICK LEAVE

Section I: All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of twelve (12) days the first year and fifteen (15) days for every year thereafter. Said sick leave shall be accumulative and upon retirement the Township shall purchase back said sick days. Payment for said sick days shall be in the form of continued salary payable on a weekly basis until said amount due, based on the aforementioned, is satisfied in full.

ARTICLE VI

HOURS

Section I:                   The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period.

Each work week shall consist of forty (40) hours and any time over that the employees are entitled to time and one-half if said overtime is approved by the Chief or officer in charge.

Section II:                   It is recognized that there are shift differentials which will be taken into consideration; however, overtime will not be paid until the minimum hours as designated herein on a weekly basis are worked.

Section III:                 It is recognized that the annual work schedule shall be 2080 working hours.

ARTICLE VII

OVERTIME

Section I:                   The Employer agrees that compensation for overtime consisting of time and one-half shall be paid to all employees covered by this Agreement calculated pursuant to Article VI.

Section II:                   Employees shall not be paid overtime for hours in excess of forty (40) hours unless said overtime is authorized by the officer in charge.

Section III:                 In the event an employee is called on to duty other than his normal assignment and other than his normal duty hours, or any call-in by his authorized officer in charge, he shall be paid overtime at the rate of time and one-half, but in no case shall he be paid for less than two (2) hours. Availability of overtime work shall be posted on a rotating basis so as to eliminate any possible favoritism to any particular employee.

ARTICLE VIII

VACATIONS

Section I: Each member of the Association who has had the length of continuous employment specified in the table following shall be entitled to the working time shown as a vacation with pay at his regular rate of pay.

<u>Length of Employment</u>	<u>Vacation Time</u>
1 year to 4 years of service	12 days
5 years to 9 years of service	18 days
<i>after</i> 10 years to <del>14</del> years of service	20 days

Eligibility for vacation shall be computed as of the first day of the month in which the individual member of the Association was hired. Vacation time shall not be accumulative from year to year.

ARTICLE IX

HOLIDAYS

Section I: The following shall be recognized as Holidays:

New Years Day	Election Day
Washington's Birthday	Columbus Day
Lincoln's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
July 4th (Independence Day)	Half-day Christmas Eve
Labor Day	Christmas Day

Section II: Employees shall be entitled to emergency leave of three (3) days upon receipt of prior approval by department head.

Section III: The above mentioned holidays shall be paid or the employee shall be compensated by a lump sum check on the first day of December, at the Township's option.

ARTICLE X

BEREAVEMENT LEAVE

Section I:                    Each employee shall be granted six (6) days leave with pay upon the death of a member of his immediate family. The first three (3) days of said six (6) shall be granted at the discretion of the officer in charge. The remaining three (3) days of the six (6) shall be granted at the discretion of the Township Committee. Said days shall not be charged against sick leave or vacation time.

(Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, and any immediate member of the household).

ARTICLE XI

CLOTHING ALLOWANCE

Section I:                   A clothing allowance in the amount of three hundred and no/100---(\$300.00)---Dollars per year shall be paid by established voucher system by the Employer to all its permanent employees for replacement, repair, maintenance and cleaning of uniforms.

Section II:                  All employees covered by this Agreement shall be entitled to an annual allowance for a maintenance for fire arms in the amount of fifty and no/100---(\$50.00) dollars to be paid by established voucher system.

ARTICLE XII

BULLETIN BOARD

Section I:                   The Employer will provide a Bulletin Board in a conspicuous location in the Police Headquarters for the use of the Association for posting notices concerning Association business and activities. All such notices shall be posted only upon the authority of officially designated Association representatives.

ARTICLE XIII

LONGEVITY

Section I: Each employee shall be paid, in addition to his annual wage, a longevity increment based upon his years of continuous employment in the Police Department in accordance with the following schedule:

- (a) Upon completion of five (5) years of service, \$150.00 to be added to base salary;
- (b) Upon completion of ten (10) years of service, \$300.00 to be added to base salary;
- (c) Upon completion of fifteen (15) years of service, \$450.00 to be added to base salary;
- (d) Said increments shall be paid added to base pay and paid accordingly.

Section II: Each officer of the Police Department shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

ARTICLE XIV

EDUCATION

Section 1:           Employer agrees to compensate employees for tuition and books for police related courses or police science approved curriculum. Prior to enrollment, the permission of the Township Committee must be obtained after recommendation of the Chief of Police.

ARTICLE XV

GRIEVANCE PROCEDURE

Section I:                   A grievance is any complaint arising with respect to wages, hours or work or other conditions of employment. In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section II:                   When an employee or the Association wishes to present a grievance for itself or for any employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1: The President of the Association or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Captain or his duly designated representative. The Captain shall answer the grievance orally within five (5) working days.

Step 2: If the grievance is not resolved at Step 1, or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance in writing to the Chief of Police. This presentation shall set forth the position of the Association, and at the request of either party, discussion may ensue. The Chief of Police shall answer the grievance in writing within ten (10) working days after receipt of the grievance setting forth the position of the Employer.

Grievance Procedure continued

Step 3: If the grievance is not resolved at Step 2, or no answer has been received by the Association within the time set forth in Step 2, the grievance may be presented in writing to the Mayor and Township Committee. The final decision of the Mayor and the Township Committee shall be given to the Association in writing within thirty (30) days after receipt of the grievance by the Mayor and Township Committee.

Step 4: If the grievance has not been settled by the parties at Step 3 of the grievance procedure, or if no answer in writing by the Mayor and Township Committee has been received by the Association within the time provided in Step 3, the Association may demand arbitration of the grievance as set forth in Article XVI, entitled Arbitration hereinafter set forth.

Section III: Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A of the revised New Jersey Statutes.

ARTICLE XVI

ARBITRATION

Section I:                    If a grievance is not settled under Article XV, such grievance shall, at the request of the Association or the Employer, be referred to the State Board of Mediation for the selection of an Arbitrator according to its rules.

Section II:                    The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

Section III:                   All submissions to arbitration must be made within a reasonable time.

Section IV:                    The arbitrator appointed under the above procedure shall interpret the provisions of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.



ARTICLE XVIII

INSURANCE

Section I:                   The Employer shall provide personal injury liability insurance and false arrest insurance with punitive damage coverage for all employees within the course of employment.

Section II:                   Employer shall provide to all employees covered by this Agreement and their families an insurance plan comparative with Blue Cross/Blue Shield hospitalization plan including Rider J and Major Medical benefits. The premiums shall be paid by the Township.

Section III:                 The Employer shall maintain in full-force and effect Workmen's Compensation insurance for all members or employees of the Police Department.

Section IV:                 The Employer shall provide automobile liability insurance for all vehicles of the Police Department and shall keep same in effect at all times.

ARTICLE XIX

LEGAL AID

Section I:                   The Employer will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents arising in the line of duty. This should not be applicable if any disciplinary or criminal proceeding instituted against the employee by the Employer.

ARTICLE XX

SAVINGS CLAUSE

Section I:                    In the event that any federal or state legislation, governmental regulation or court decision cause invalidation of any Article or Section of this Agreement, all other Articles or sections shall not be so invalidated and shall remain in full-force and effect.

ARTICLE XXI

DURATION

Section I: This Agreement shall become effective as of January 1, 1975 and shall terminate on December 31, 1975.

Section II: In the absence of written notice given at least thirty (30) days prior to the expiration date of this Agreement by either party to the other of intention to terminate, this Agreement shall be automatically renewed for a period of another year, and from year to year thereafter until such time as thirty (30) days' notice is given prior to the annual expiration date.

Section III: In the event such notice is given, negotiations shall begin not less than fifteen (15) days prior to the expiration date.

ARTICLE XXII

COMPLETENESS OF AGREEMENT

Section I:                    This Agreement constitutes the entire collective bargaining agreement between the parties and settles for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their

hands and seals this 17 day of December 1974.

Attest:

Carmela V. Lewis  
CARMELA V. LEWIS  
Clerk

TOWNSHIP OF BERKELEY

By: Edward T. Tolbert  
EDWARD T. TOLBERT  
Mayor

Attest:

D. Michael Kern  
D. MICHAEL KERN  
Secretary

BERKELEY TOWNSHIP POLICE  
BENEVOLENT ASSOCIATION #

By: Thomas S. Benson  
THOMAS S. BENSON  
President

JWH/bab