

BERLIN TOWNSHIP POLICE ASSOCIATION
AND
TOWNSHIP OF BERLIN
CONTRACT AGREEMENT
1995-1996-1997

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ARTICLE 1
UNION RECOGNITION

Article 1

The Township of Berlin agrees to recognize the Berlin Township Police Association as the sole and exclusive collective bargaining representatives of all full time members of the Berlin Township Police Department and its support personnel with the exception of the Chief of Police.

ARTICLE 2
SCHEDULES

Article 2

- A. The normal work week shall consist of an average of forty (40) hours.
- B. The work week schedule consisting of at least two (2) men per shift shall be made and assigned by the Chief of Police.
- C. The Association may use Article 7, the Grievance Procedure, to resolve disputes with the schedule.

ARTICLE 3
CONTRACT PERIOD

Article 3

This agreement shall be effective January 1, 1995 and shall remain in full force and effect until December 31, 1997.

ARTICLE 4
MANAGEMENT RIGHTS

Article 4

All the rights, powers, prerogatives, duties, responsibilities, and authority that the Township had prior to the signing of this agreement are retained by the Township, except those and only to the extent that they are specifically modified by this agreement; and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations, or directives promulgated by the State Division of Public Employees Relations Commission.

ARTICLE 5
VACATION

Article 5

All full time employees shall be granted vacation time as follows:

- A. From the date of hire and upon completion of a certified police academy, the employee shall receive five (5) days vacation with pay.
- B. An employee from the second year of service up to and including the fourth year of service shall receive ten (10) days vacation with pay.
- C. An employee from the fifth year of service up to and including the seventh year of service shall receive fifteen (15) days of vacation with pay.
- D. An employee from the eighth year of service up to and including the eleventh year shall receive twenty (20) days of vacation with pay.
- E. From the twelfth year of service and over an employee shall receive twenty-five (25) days vacation with pay.
- F. Any unused vacation time may be sold back to the Township at the employees prevailing salary rate in the same year.

ARTICLE 6
HOLIDAYS

Article 6

The following days shall be observed as normal holidays during the duration of this contract:

New Years Day	Martin Luther King
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving
Easter	Friday after Thanksgiving
Memorial Day	Christmas
Labor Day	Independence Day
Two Personal Days	

Compensation of holidays shall be as follows:

- A. If a holiday falls or is included in a scheduled shift and the employee actually works on the holiday, he shall receive the rate of time and half pay for all hours worked on the said holiday payable in the same pay period in which holiday is worked, and in addition he shall receive one days pay on December 1 of that year for working the said holiday.
- B. If the holiday falls or is included in a scheduled shift and the employee does not work on that holiday, he shall only receive straight time pay for that holiday, but no additional days pay on December 1.
- C. If a holiday falls or is included on normal day off, the employee shall receive on December 1 of that year, one days pay for said holiday.
- D. If a holiday falls or is included while an employee is off sick or disabled, the employee shall receive on December 1 of that year one days pay for the said holiday.

ARTICLE 6
HOLIDAYS (CONT'D)

Article 6

- E. No compensatory time off will be allowed for working on holidays.
- F. If an employee is called in to work a scheduled holiday, he shall receive double time pay for all hours worked on the said holiday payable in the same period in which the holiday is worked.

In addition, employee shall receive one days pay on December 1 of that year for working said holidays.

- G. Any holiday observed by the Township that is not listed above shall be granted to the employee and he shall be compensated as set forth above.

ARTICLE 7
GRIEVANCE PROCEDURE

Article 7

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informatively with the Chief of his department.\

2. Definitions: the term "Grievance" as used herein means a complaint by an employee that there has been, as to him, an improper interpretation or violation of this agreement.
3. Presentation of a grievance: In the presentation of a grievance, the aggrieved shall have the right to present his own appearance or to designate his association representative or counsel to appear with him.
4. Steps of the grievance procedure: the following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement.

STEP 1

- A. The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his superior within ten working days of the occurrence. Failure to act within said ten days shall be deemed to constitute an abandonment of the grievance.
- B. The superior shall render a decision in writing within ten working days after receipt of the grievance.
- C. The following steps are considered proper for initiating a written grievance:
 1. A Patrolman or Detective to their Sergeant.
 2. A Sergeant to a Lieutenant.
 3. A Lieutenant to the Chief of Police.

STEP 2

- A. In the event satisfactory settlement has not been reached, the aggrieved shall in writing and signed, file his complaint with the Chief of Police, within five working days following the determination in Step 1.
- B. The Chief of Police or the Mayor and Council, whichever shall be the case, shall render its decision within ten working days after the receipt of the complaint.

STEP 3

- A. If the aggrieved disagrees with the decision of the Chief of Police, then in that event, the aggrieved may within five working days of the Chief's decision, submit to the Mayor and Council a statement in writing and signed as to the issues in dispute. The Mayor and Council will render its decision within fifteen days after the matter has been received by said body.

STEP 4

- A. Should the aggrieved be dissatisfied with the determinations in Step 3, then in that event such person has ten days thereafter in which to request fact finding through the office of the Public Employee's Relations Commission. The fact finders recommendations shall be in writing, shall set forth his findings of fact, reasons and conclusions on the issue submitted. The fact finder shall be without power or authority to make any decision which shall bind the parties and his opinion shall be advisory, in nature only. The cost for the services of the fact finder shall be borne equally by the governing body and the Berlin Township Police Association. Any other expenses incurred in connection with the fact finding shall be paid by the party incurring said expenses.

ARTICLE 8
CLOTHING

Article 8

All employees upon hire shall be provided with full uniform, including weapon and leather gear. Those employees required to be in uniform shall wear said uniforms in order to qualify for replacement of items damaged or destroyed. An allowance shall be made for cleaning of clothing and is to include Detective clothing.

In 1995 the allowance for cleaning shall be in the amount of \$500.00.

In 1996 the allowance for cleaning shall be in the amount of \$500.00.

In 1997 the allowance for cleaning shall be in the amount of \$500.00.

In lieu of uniform purchases and replacements, a detective shall receive six hundred dollars each year during the duration of this contract.

The payments are to be made during the month of January of the respective year.

The Township shall deduct the minimum amount of withholding allowed by law.

ARTICLE 9
SICK TIME AND MEDICAL

Article 9

- A. Covered employees shall retain all sick time days granted previous to this contract.
- B. Commencing with the contract, covered employees shall receive fifteen days annual sick leave.
- C. The sick leave shall be accumulative from year to year with no limit.
- D. All unused sick leave may be sold back to the Township at straight time pay upon retirement or resignation at the prevailing rate for a maximum of eighty-five (85) days for presently covered employees. Any employee hired after January 1, 1983 must be employed continuously for a period of fifteen (15) years before unused sick leave may be sold back to the Township at straight time pay upon retirement or resignation at the prevailing rate for a maximum of eighty-five (85) days.
 - 1. In the event of the Township entering into an early buy-out program, the Township agrees to allow Ptlm. Vincent DeMatteo to sell back eighty-five (85) sick days upon his retirement from this department.
- E. The Township shall provide employees with a New Jersey State Health Benefit Plan New Jersey Blue Cross and New Jersey Blue Shield Family Plan. The plan may be changed at the mutual agreement of the Berlin Township Police Association and the Township.

The Township may present plans outside of New Jersey Blue Cross/Blue Shield for consideration.
- F. The Township shall provide employees with a Major Medical Plan.
- G. The Township shall provide employees with a family dental plan.

- H. The Township shall provide each employee with a complete annual physical examination to include a hearing and eye examination. The physical examination shall consist of an EKG, chest x-ray, urinalysis, blood analysis, and normal examination.
- I. Employees injured in the line of duty shall not be charged sick leave. An officer injured in the line of duty shall be paid his regular salary until such time a licensed physician shall certify the employee fit for duty.

In the event an employee receives workmans compensation, the Township shall continue to pay such employees full pay and the employee shall pay or cause to be paid to the Township such payments as may be paid to him or to the Township in his name and received under workmans compensation related to his weekly salary only.

The Township shall continue to pay the employee his regular salary while the employee is receiving workmans compensation for up to 36 months. After the 36 months a decision will be made by Mayor and Council as to the employees salary.

- J. In the event a covered employee is sick or injured while off duty, and only after using his allotted sick time leave, the Township shall continue to pay the employee his regular rate of pay until the employee is certified to return to duty by a certified physician. All sick time used over allotted sick leave shall be charged against future sick leave.
- K. Absence due to illness for a five (5) day period requires a certified physicians certificate to be presented upon return to duty on the sixth (6th) day.
- L. When an employee of the Berlin Township Police Department retires from service with a minimum of 25 years service credit in the police and fire retirement system, the Township shall continue to provide the employee with the medical insurance coverage program that is in effect at the time of retirement.
- M. In the event an employee is disabled as a direct result of an injury sustained in the line of duty, and the employee is retired under a disability pension, then the Township shall continue and pay for the employees medical insurance coverage.

Coverage under this section includes Blue Cross/Shield and Major Medical. However, if the disabled employee becomes rehabilitated and is able to work again, the Township shall discontinue medical coverage to the pensioner.

In the event an employee is killed in the line of duty, the Township shall continue to provide the medical insurance coverage program to the surviving spouse and children. This coverage shall continue for the spouse until such a time as she remarries. Coverage for the children shall continue until the age of 23.

- N. The Township shall provide a standard prescription plan for all employees included within this contract.

ARTICLE 10
SALARIES

ARTICLE 10

All full time employees of the Berlin Township Police Department who are employees as of this agreement, shall be paid the annual salary listed as follows:

Patrolman	1995	1996	1997
Date of Hire	33,500	35,500	37,500
Completion of Academy	35,000	37,000	39,000
Beginning of 2nd year	36,500	38,500	40,500
Beginning of 3rd year	38,000	40,000	42,000
Beginning of 4th year	39,500	41,500	43,500
Beginning of 5th year	41,000	43,000	45,000
Beginning of 6th year	42,500	44,500	46,500
 Sergeants	1995	1996	1997
	44,000	46,000	48,000
 Lieutenant	1995	1996	1997
	45,500	47,500	49,500

Salaries (cont'd)

In the event that a patrolman is promoted to the rank of Sergeant before his fourth year, then the newly promoted sergeants pay shall be \$1,500 higher than the salary he was receiving at the time of the promotion. The salary checks shall be paid weekly to each covered employee.

ARTICLE 11
LIABILITY AND FALSE ARREST INSURANCE

Article 11

The Township shall provide the covered employees with a liability and false arrest insurance policy. At present, it is recognized that a million dollar policy is in effect.

ARTICLE 12
FUNERAL LEAVE

Article 12

A regular full-time employee 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 from the day of death to the day of burial. Immediate family is defined as parents, children, spouse, brother, sister, father-in-law, mother-in-law, as well as grandparents of the employees.

Special cases will be referred to the Chief of Police. If a spouse dies, five (5) additional days will be allowed to attend to personal family arrangements.

ARTICLE 13
COURT TIME

Article 13

In the event that an employee is required to attend the courts described hereinafter, and said employee is not on duty at the time, then he shall be entitled to receive an allowance for each court appearance.

Payments are to be made in the first pay period of the following week.

For the year 1995, an allowance of \$90.00 is to be paid for appearance in any federal, state, or municipal courts, including hearings and grand juries.

For the year 1996, an allowance of \$90.00 shall be paid.

For the year 1997, an allowance of \$90.00 shall be paid.

If the employee is required to attend Municipal Court, he will remain for the entire court period.

For the appearance other than Municipal Court, he shall remain only for his specific appearance.

ARTICLE 14
OVERTIME

Article 14

- A. All covered employees who work over the scheduled shift, shall be compensated at the rate of time and one-half pay.
- B. If an employee is scheduled off then is called out to work, a minimum of two (2) hours shall be compensated at the rate of time and one-half pay.
- C. In the event an employee is scheduled for overtime, then the overtime should be dispersed equally among those eligible without regard to the employee's rank, pay rate and seniority.
- D. If an employee is scheduled off and is called out to work on a holiday, a minimum of two (2) hours shall be compensated at the double time rate.
- E. The Chief of Police shall retain a log of all overtime assignments in order to ensure that overtime is assigned equally.

ARTICLE 15
PAYMENT AT HIGHER RANK

Article 15

Commencing with the signing of this agreement an officer temporarily assigned and performing the work and duties of an officer of higher rank for a period exceeding two weeks, shall upon approval of the Chief of Police or other supervisors in the absence of the Chief of Police, receive the rate of salary or compensation of that higher rank for such period of time and thereafter for so long as he is continuously assigned and performing such work.

This paragraph shall not apply where the work or duties are assigned on a permanent basis despite the fact that said work or duties may have been assigned previously and performed by an officer of higher rank.

ARTICLE 16
SPECIAL LEAVE FROM DUTY

Article 16

Any member of this department and covered under this contract who holds an elective office of the Fraternal Order of Police on the National, State or local level, and who is required to attend State meetings or special functions within the State organization or local meetings and special functions within the local organization, shall be permitted time off the scheduled shift to attend the meetings or functions with full pay.

Any member of this department and covered under this contract who is a member of any National Guard or Military Reserve Unit, who is called up for active duty, shall keep all benefits, including seniority, while on active duty.

ARTICLE 17
RE-OPENING OF CONTRACT

Article 17

If in the duration of this agreement, an economic or non-economic situation arises which is not included in this contract and which upgrades an article, then this contract may be re-opened and negotiations started by mutual consent of both parties, but negotiation shall be limited to a specific article for which the contract was re-opened.

ARTICLE 18
RETENTION OF BENEFITS

Article 18

Coverage under this contract expires on December 31, 1997, at 2400 hours. In the event contract negotiations have been instituted before the above date and mutual agreement has not been reached after the above date, then coverage under all articles and sections shall remain in effect until an agreement is reached.

However, if the employees covered under this contract resort to any type of work stoppage before a mutual agreement is made, then the Township is not liable to adhere to coverage under all articles and sections of this contract.

ARTICLE 19
DEATH BENEFITS

Article 19

If any member of this department is killed in the line of duty, the Township shall pay his surviving spouse or his designated beneficiary the balance of his salary, all holiday and vacation time and all unused sick time as provided in Article 9, Section D within two weeks of the officer's death.

The Township shall pay all reasonable funeral expenses for any member killed in the line of duty.

ARTICLE 20
OUTSIDE EMPLOYMENT

Article 20

An employee that engages in police related activities during other than assigned working hours, shall do so within the regulations as outlined in Township Off-Duty Employment Resolution adopted August 12, 1991.

The rate to be paid to the employee for these services is as follows:

Traffic Control	\$30.00 per hour
Other Police Services	\$25.00 per hour

The Berlin Township Police Association agrees to a rate of \$25.00 per hour for traffic control while working on any Township bid and funded project.

The Township and the Berlin Township Police Association will meet annually to discuss changes in these rates, administrative fees and the policy itself.

SECTION B
NON-SWORN SUPPORT PERSONNEL

Article 1B
Schedules

- A. The normal work week shall consist of thirty-five (35) hours. The schedule shall be made and assigned by the Chief of Police.
- B. The Association may use Article 4B, the Grievance Procedures, to resolve disputes with the schedule.

ARTICLE 2B
VACATION

Article 2B

All full-time support personnel shall be granted vacation time as follows:

- A. From the date of hire up to and including the first year of service, the employee shall receive five (5) days vacation with pay.
- B. An employee from the second year of service, up to and including the fourth year of service shall receive ten (10) days vacation with pay.
- C. An employee from the fifth year of service up to and including the seventh year of service shall receive fifteen (15) days of vacation pay.
- D. An employee from the eighth year of service up to and including the eleventh year shall receive twenty (20) days of vacation with pay.
- E. From the twelfth year of service and over an employee shall receive twenty-five (25) days vacation with pay.
- F. Any unused vacation time may be sold back to the same year.

ARTICLE 3B
HOLIDAYS

Article 3B

The following days shall be observed as normal holidays during the duration of this contract.

New Years Day	Martin Luther King
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving
Easter Monday	Friday after Thanksgiving
Memorial Day	Christmas
Labor Day	Independence Day
Two Personal Days	

Compensation of holidays shall be as follows:

- A. The employee shall receive the day off with pay.
- B. If the employee is called in to work a scheduled holiday, he/she shall receive double time pay for all hours worked on the said holiday, payable in the same period in which the holiday is worked.

On New Years Day, Easter, Thanksgiving Day and Christmas Day, in addition, the employee shall receive the comparable amount of hours off, to be taken at the mutual agreement of the employee and the Chief of Police.

- C. Holidays falling on Saturday or Sunday shall be celebrated on Monday or whatever day that is the national recognized holiday.
- D. Any holiday observed by the Township that is not listed above shall be granted to the employee and he/she shall be compensated as set forth above.

ARTICLE 4B
GRIEVANCE PROCEDURE

Article 4B

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informatively with the Chief of Police of his/her department.

2. Definitions: The term "Grievance" as used herein means a complaint by an employee that there has been, as to him/her, an improper interpretation or violation of this agreement.
3. Presentation of a grievance: In the presentation of a grievance, the aggrieved shall have the right to present his own appearance or to designate his association representative or counsel to appear with him.
4. Steps of the grievance procedure: The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement.

STEP 1

- A. The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to the Chief of Police within ten working days of the occurrence. Failure to act within ten working days shall be deemed to constitute an abandonment of the grievance.
- B. The Chief of Police shall render a decision in writing within ten working days after receipt of the grievance.

STEP 2

- A. In the case of support personnel, if the aggrieved disagrees with the decision of the Chief of Police, then in that

event, the aggrieved may within five working days of the Chief's decision, submit to the Mayor and Council a statement in writing and signed as to the issues in dispute. The Mayor and Council will render its decision within fifteen days after the matter has been received by said body.

STEP 3

- A. Should the aggrieved be dissatisfied with the determinations in Step 3, then in that event such person has ten days thereafter in which to request fact finding through the office of the Public Employee's Relations Commission. The fact finders recommendations shall be in writing, shall set forth his findings of fact, reasons and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision which shall bind the parties and his opinion shall be advisory, in nature only. The cost for the services of the fact finder shall be borne equally by the governing body and the Berlin Township Police Association. Any other expenses incurred in connection with the fact finding shall be paid by the party incurring said expenses.

ARTICLE 5B
UNIFORM

Article 5B

All support personnel, upon hiring, shall be provided with full uniform, including shoes. Those employees required to be in uniform shall wear said uniform in order to qualify for replacement of items damaged or destroyed.

In 1995, the allowance for uniform cleaning shall be \$150.00.

In 1996, the allowance for uniform cleaning shall be \$150.00.

In 1997, the allowance for uniform cleaning shall be \$150.00.

The payments are to be made during the month of January of the respective year.

The Township shall deduct the minimum amount of withholding allowed by law.

ARTICLE 6B
SICK TIME AND MEDICAL

Article 6B

- A. Covered employees shall retain all sick time days granted previous to this contract.
- B. Employees covered under this contract shall receive annual sick leave consisting of thirteen (13) days in 1995, fourteen (14) days in 1996 and fifteen (15) days thereafter commencing in 1997.
- C. The sick leave shall be accumulative from year to year with no limit.
- D. The Township shall provide employees with New Jersey Blue Cross and Blue Shield Family Plan. The plan may be changed at the mutual agreement of the Berlin Township Police Association and the Township.
- E. The Township shall provide employees with a Major Medical Plan.
- F. The Township shall provide employees with a family dental plan.
- G. An employee injured at work shall not be charged sick leave. Support personnel injured at work shall be paid his/her regular salary until such time a licensed physician shall certify the employee fit for duty.

In the event an employee receives workmans compensation, the Township shall continue to pay such employees full pay and the employee shall pay or cause to be paid to the Township such payments as may be paid to them or to the Township in his/her name and received under workmans compensation related to his/her weekly salary only.

- H. In the event a covered employee is sick or injured while off duty and only after using his allotted sick time leave, the township shall continue to pay the employee his regular rate

of pay until the employee is certified to return to duty by a certified physician. All sick time used over allotted sick leave shall be charged against future sick leave.

- I. Absence due to illness for a five (5) day period requires a certified physicians certificate to be presented upon return to duty on the sixth day.
- J. When support personnel of the Berlin Township Police Department retire from service with a minimum of 25 years service in the Public Employees Pension and has attained the age of 55 years old, the Township shall continue to provide the employee with the medical insurance coverage program that is in effect at the time of retirement.
- K. In the event an employee is disabled as a direct result of an injury sustained while at work, and the employee is returned under a disability pension, then the Township shall continue and pay for the employees medical insurance coverage.

Coverage under this section includes Blue Cross/Shield and Major Medical. However, if the disabled employee becomes rehabilitated and is able to work again, the Township shall discontinue medical coverage to the pensioner.

In the event an employee is killed while at work, the Township shall continue to provide the medical insurance. This coverage shall continue for the spouse and children. This coverage shall continue for the spouse until such a time as he remarries. Coverage for the children shall continue until the age of 23.

- L. The township shall provide a standard prescription plan for all employees included with this contract.

ARTICLE 7B
SALARIES

Article 7B

All full time non-sworn support personnel of the Berlin Township Police who are employees as of the agreement shall be paid the annual salary listed as follows:

Clerk Typist

	1995	1996	1997
1st	18,000	19,000	20,000
2nd	19,000	20,000	21,000
3rd	21,000	22,000	23,000
4th	22,000	23,000	24,000
and over			

Secretary

1995	1996	1997
26,000	27,000	28,000

ARTICLE 8B
OVERTIME

Article 8B

- A. All covered employees who work over forty (40) hours a week shall be compensated at the rate of time and one half pay.
- B. If an employee is scheduled off, then is called out to work, a minimum of two (2) hours shall be compensated at the rate of time and one half pay.
- C. If an employee is scheduled off and is called out to work on a holiday, a minimum of two (2) hours shall be compensated at the double time rate.

ARTICLE 9B
LEAVE

Article 9B

- A. A regular full-time employee 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 from the day of death to the day of burial. Immediate family is defined as parents, children, spouse, brother, sister, father-in-law, mother-in-law, as well as grandparents of the employees.

Special cases will be referred to the Chief of Police. If a spouse dies, five (5) additional days will be allowed to attend to personal family arrangements.

ARTICLE 10B
RETENTION OF BENEFITS

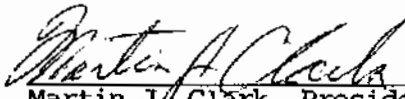
Article 10B

Coverage under this contract expires on December 31, 1997 at 2400 hours. In the event contract negotiations have been instituted before the above date and mutual agreement has not been reached after the above date, then coverage under all articles and sections shall remain in effect until an agreement is reached.

However, if the employee's covered under this contract resort to any type of work stoppage before a mutual agreement is made, then the Township is not liable to adhere to coverage under all articles and sections of this contract.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal
on this 28 day of December, 1994.

Berlin Township Police Association



Martin J. Clark, President

Township of Berlin



Thomas DiGangi, Mayor



Ann Stillwell, Township Clerk