

AGREEMENT

BETWEEN

Woolwich Township, New Jersey

AND

Policeman's Benevolent Association Local # 122

JANUARY 1, 2003 THROUGH DECEMBER 31, 2005

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE I- RECOGNITION.....	4
ARTICLE II- MAINTAINCE OF STANDARDS.....	4
ARTICLE III- MANAGEMENT RIGHTS.....	5
ARTICLE IV- GRIEVANCE PROCEDURE.....	6
ARTICLE V- COMPENSATON.....	11
ARTICLE VI- OVERTIME.....	13
ARTICLE VII- CALL BACK.....	13
ARTICLE VIII- COURT TIME.....	13
ARTICLE IX- EDUCATION.....	14
ARTICLE X- CLOTHING AND EQUIPMENT.....	14
ARTICLE XI- HOLIDAYS.....	15
ARTICLE XII- VACATION.....	16
ARTICLE XIII- HEALTH BENEFITS.....	18
ARTICLE XIV- LEAVES OF DUTY.....	19
ARTICLE XV- MILEGE EXPENSE.....	21
ARTICLE XVI- EMPLOYEE ASSISTANCE PROGRAM.....	21
ARTICLE XVII- LONGEVITY.....	22
ARTICLE XVIII- LEGAL DEFENSE AND INDEMNIFICATION.....	22
ARTICLE XIX- EMBODIMENT OF AGREEMENT.....	22
ARTICLE XX- DURATION.....	23
SCHEDULE "A"- YEARLY HOLIDAYS.....	24

AGREEMENT

PREAMBLE

THIS AGREEMENT made and entered into in Woolwich Township, New Jersey, this day of _____, 2002, between the TOWNSHIP OF WOOLWICH, in the County of Gloucester and State of New Jersey, hereinafter referred to as “Township” or “Employer”, and THE POLICEMAN’S BENEVOLENT ASSOCIATION LOCAL #122 as sole and exclusive bargaining unit consisting of all regular police officers of the Woolwich Township Police Department, excluding the Police Chief, hereinafter referred to as “Association”.

WITNESSETH

WHEREAS, the Township and the Association recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation to negotiate with the Association as the sole representative of the employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement;

NOW, THEREFORE, in consideration of the following mutual covenants, **IT IS HEREBY AGREED** as follows:

ARTICLE I

RECOGNITION

SECTION 1. The Township hereby recognizes the Policeman's Benevolent Association Local # 122 as the sole and exclusive representative of all regular police officers of the Woolwich Township Police Department, excluding the Chief of Police, for the purpose of collective negotiations with respect to terms and conditions of employment.

SECTION 2. Unless otherwise indicated, the term "Police Officer", "employee", or "employees", when used in this Agreement refers to all persons represented by the Association in the above defined bargaining unit.

ARTICLE II

MAINTENANCE OF STANDARDS

SECTION 1. The Township shall not discriminate in any way against any employee's Association activities or discharge any employee because of his/her Association activities.

SECTION 2. The rights of both the Township and the employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

SECTION 3. Employees shall retain all civil rights under the New Jersey State and Federal Laws.

SECTION 4. This Agreement shall not be changed or amended except by mutual agreement, reduced to writing and duly executed by the parties hereto.

ARTICLE III

MANAGEMENT RIGHTS

SECTION 1. The Employer, on its own behalf and on behalf of the taxpayers of the Township of Woolwich, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

- a. To exercise executive management and administrative control of the Police Department and its properties and facilities and the activities of its employees while such employees are on duty
- b. To hire all employees, and subject to the provision of law, to determine their qualifications and the conditions for their continued employment of their fines, suspensions dismissals or demotions for good cause; and to promote and transfer all such employees within the police department.

SECTION 2. The exercise of the foregoing powers, rights, authority and duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof, are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

SECTION 3. Nothing contained herein shall be considered to deny or restrict the employer of its rights, responsibilities and authority under the New Jersey laws or any other national, state, county or local laws or regulations.

SECTION 4. Nothing in this agreement which changes pre-existing Employer policy, rules or regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the directions of the Chief of Police and Director of Public Safety, if applicable, and in accordance with Employer and administrative policies, rules, and regulations provided that the provisions of the Agreement shall supersede and prevail over any conflicting provisions.

SECTION 5. It is understood that under the rulings of the courts of New Jersey, the Employer is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding, anything contained in this section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Employer has waived rights that are expressly required by the courts to be retained by the Employer.

ARTICLE IV

GRIEVANCE PROCEDURE

SECTION 1. For the purposes of this Agreement, a grievance is defined as a dispute between the Employer and any employee covered hereby with respect to working conditions, safety conditions or the alleged violation of a specific provision of this Agreement, provided that the term grievance shall not apply to:

- a. Any matter for which a method of review is prescribed by law, or,

- b. Any matter which according to law is either beyond the scope of authority of the Township of Woolwich or limited to unilateral action by the Township of Woolwich alone, or,
- c. A complaint of any employee which arises by reason of his or her not being re-employed.

Any grievance must be presented in writing within ten (10) calendar workdays after the aggrieved person knows of the event or events upon which the claim is based or else such grievance is deemed waived. The written grievance shall specify:

- a. The specific nature of the grievance and, if a contract violation is claimed, the contract clause violated,
- b. The results of previous discussions,
- c. The date and time grievance is submitted,
- d. The relief sought.

All employees covered under this Agreement shall have the right to present a grievance. Unless otherwise provided in the Agreement, the grievance shall be processed in the following manner:

Step 1. The aggrieved party(s) and the Chief of Police or his designee shall within five (5) calendar days of said filing, informally meet and discuss the grievance. The Chief of Police shall render his decision, in writing, within ten (10) calendar days after the discussion of the grievance with the aggrieved party. Failure to render a written decision within said ten (10) calendar days shall permit the aggrieved party(s) to automatically move to Step Two.

Step 2. In the event the grievance shall not have been resolved at Step One, the aggrieved party(s) shall, in writing and signed, file the grievance with all previous documents with the Township Committee within ten (10) calendar days following the conclusion of Step One. The Township Committee and aggrieved party(s) shall meet to discuss the grievance within ten (10) calendar days of the filing of said grievance. The Township Committee shall, in writing render a decision within fifteen (15) calendar days after said meeting with the aggrieved party(s). The decision of the Township Committee shall be final and binding upon the parties involved in the grievance except for the alleged violation of a specific provision of this Agreement which may be taken to Step Three.

Step 3. If the grievance charges a violation of a specific provision of this Agreement and has not been resolved at Step Two, the aggrieved party(s) may request the appointment of an arbitrator for arbitration limited to the issue of the alleged violation of a specific provision of this Agreement. A request for the appointment of an Arbitrator shall be filed by the aggrieved party(s) in writing and signed by the Township Committee within forty-five (45) days after the last day the Township Committee could have rendered a decision.

The following procedure will be used to secure the services of an arbitrator:

- A. The aggrieved party(s) shall within forty-five (45) days of the decision of the Township Committee or, if no decision is rendered by the Township Committee within forty-five (45) days after the last day the Committee could have rendered a decision, request the Public

Employment Relations Commission (PERC) to submit a list of persons qualified to function as an arbitrator in the dispute in question.

B. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within fifteen (15) calendar days from receipt by both of them, the aggrieved party(s) shall request that PERC submit a second list of names.

C. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within fifteen (15) days of receipt of it by both of them, PERC may be requested by either party to designate the arbitrator.

D. The arbitrator shall have no power to add to or subtract from the terms of this Agreement. The arbitrator's decision shall be rendered within forty-five (45) days from the close of the record of the case. Briefs, if any, shall be submitted within thirty (30) days from the close of the hearing unless otherwise agreed to by the parties with the consent of the arbitrator. The decision of the arbitrator shall be final and binding. The cost of the arbitrator's services shall be borne equally by both parties.

The time limits set forth above may be extended by the mutual consent of both parties, in writing.

The aggrieved party(s) shall have the right to be represented by legal counsel, the Association, the PBA, or a fellow Police Officer of his choosing at any stage of these

grievance procedures. Any expenses incurred by either the aggrieved party(s) or the Township Committee shall be paid by the party incurring the expense.

ARTICLE V
COMPENSATION

SECTION 1. It is hereby agreed and understood that the Sergeants annual salary be increased by a one time increase in the amount of \$2,000.00 (two thousand dollars) effective 01/01/2003. This is in addition to, and unaffected by, the agreed upon annual increase.

SECTION 2. It is hereby agreed and understood that the annual salaries for the Officers within the Township of Woolwich, excluding the Chief of Police, shall be as follows:

	EFFECTIVE 01/01/03	EFFECTIVE 01/01/04	EFFECTIVE 01/01/05
ACADEMY RECRUIT	\$25,006.80	\$26,007.07	\$27,047.35
6 TH CLASS PATROLMAN	\$32,803.68	\$34,115.83	\$35,480.46
5 TH CLASS PATROLMAN	\$36,087.89	\$37,531.40	\$39,032.66
4 TH CLASS PATROLMAN	\$40,802.89	\$42,435.01	\$44,132.41
3 RD CLASS PATROLMAN	\$45,044.14	\$46,845.90	\$48,719.74
2 ND CLASS PATROLMAN	\$51,406.01	\$53,462.25	\$55,600.74
1 ST CLASS PATROLMAN	\$54,444.50	\$56,622.29	\$58,887.17
CORPORAL	\$55,501.59	\$57,721.65	\$60,030.51
SERGEANT	\$58,511.44	60,851.89	\$63,285.97

(The above salaries are calculated on the basis of officers working a 2,184 hour per year work schedule. A decrease in hours per year based on a shift change shall require a downward adjustment to the above referenced salaries).

SECTION 3. The above are minimum pay scales for the above categories. The Township Committee shall retain the right to hire any patrolman at a starting salary at any level based on its discretion, but in no event will it exceed the highest salary of a patrolman third (3rd) class.

SECTION 4. The appropriate increment, based upon the above salary list, shall automatically be given to the employee on the date when the employee is elevated to the next class based on the following: A probationary patrolman shall be elevated to 6th class after a one-year (1) probationary period following successful completion of initial training at the Police Academy. A probationary patrolman who fails to successfully complete the initial training at the Police Academy within one year after his/her first date of hire may be terminated. After a 6th class patrolman has held that position for 18 months, he/she shall be elevated to 5th class patrolman. After a 5th class patrolman has held that position for 18 months, he/she shall be elevated to 4th class patrolman. After a 4th class patrolman has held that position for 12 months, he/she shall be elevated to a 3rd class patrolman. After a 3rd class patrolman has held that position for 12 months, he/she shall be elevated to 2nd class patrolman. After a 2nd class patrolman has held that position for 12 months, he/she shall be elevated 1st class patrolman.

ARTICLE VI

OVERTIME

SECTION 1. If an employee covered under this Agreement is required to work in addition to his regular scheduled shift, he will be compensated at the straight time rate of pay for every hour worked, or he will be compensated in accordance with existing State and Federal Laws. Employees covered under this Agreement shall be called first for any overtime worked before that work is offered to employees not covered by this Agreement.

ARTICLE VII

CALL BACK

SECTION 1. Any employee called into work on a scheduled time off shall be paid a minimum of four (4) hours straight time pay, unless otherwise covered by State and Federal Law. If such employees are required to spend in excess of four (4) hours, then they shall be paid on a straight wage basis thereafter or in accordance with existing State and Federal Laws.

ARTICLE VIII

COURT TIME

SECTION 1. The Township agrees that time spent in Court as a result of cases which arise out of police functions while in the line of duty shall be considered as working time and employees shall be paid \$80.00 per appearance for the years 2003, 2004 and 2005 inclusive. This reimbursement is to include Municipal Court, Civil Court, County Court, Juvenile Conferences, Juvenile Court, Grand Jury and any other courts

within the Judicial System and paid only if the Officer is required to appear when not otherwise on duty.

ARTICLE IX

EDUCATION

SECTION 1. Police Academy and Technical Schools. Any employee attending a Police Academy and any other police training school or seminar, with the permission of the Chief of Police, shall be compensated at his regular rate of pay while attending the course. An employee will be reimbursed for travel expenses and meals while attending such schools. If said training is more than 150 straight-line miles from the Township of Woolwich the employee will be reimbursed for the cost of lodging. The Township shall make a reasonable effort to secure in-service training for all employees.

SECTION 2. If an employee covered under this agreement attends college, the Township agrees to reimburse tuition for courses successfully completed, with the achievement of a grade of C or better, and giving credit towards an Associates, Bachelors or Masters degree in a field related to law enforcement and/or management as determined by the Chief of Police up to the total re-imbursement not to exceed \$1,200.00 per calendar year. This benefit is non-cumulative and any unused benefit in one calendar year cannot be carried over to another year.

SECTION 3. If an employee covered by this agreement attends a recognized course, pre-approved by the Chief of Police, in a field related to law enforcement or professional advancement of his/her career as a law enforcement officer, he/she is entitled to be reimbursed in an amount not to exceed \$500.00 per calendar year

ARTICLE X

CLOTHING AND EQUIPMENT

SECTION 1. The Township shall make an initial issue of uniforms to each new employee. These uniforms shall be provided at no cost to the employee and will be replaced when presented by the employee with the approval of the Chief of Police.

SECTION 2. The Township shall purchase sufficient ammunition every six (6) months or as required by the Chief of Police for each employee. This ammo is to be used in the line of duty and for mandatory semi-yearly firearms qualification.

SECTION 3. Hardware items, such as handguns, holsters, belts and straps, handcuffs, nightsticks, etc. shall be supplied and owned by the Township. These items will be replaced when and if presented by the employee for replacement and approved by the Chief of Police.

SECTION 4. Each employee covered by this Agreement shall receive an allowance of \$725.00 in 2003, 2004 and in 2005 for the maintenance, cleaning and repair of clothing.

SECTION 5. The Township agrees to pay for the repair or replacement of damaged equipment and personal property limited to watches and glasses and limited to \$100.00 per watch or pair of glasses.

ARTICLE XI

HOLIDAYS

SECTION 1. Each employee shall be compensated at this regular straight time rate for eight (8) hours for each of the thirteen (13) holidays as per the attached Schedule "A". One (1) eight hour day's pay for each day so designated, regardless of the fact that

the day may have fallen on a scheduled day off. Holiday pay shall be limited to eight (8) hours per day and shall not increase due to twelve (12) hour shifts the Department is working. This compensation shall be in a separate check from the regular wage, which will be included in the last paycheck issued in the month of November. For the calendar year in which the employee is hired, he or she shall only be paid for the holidays occurring subsequent to his or her date of hire. If an employee actually works the holiday, he shall be paid at the rate of time and one-half for all time actually worked on the holiday in addition to his eight (8) hours compensation for the day as set forth above.

ARTICLE XII

VACATION

SECTION 1. Earned Vacations. All full-time employees covered by this Agreement shall be entitled to vacation as listed below.

- a. Police Academy Recruit through one (1) year will receive no vacation hours.
- b. New hires up to the completion of one (1) year of service, an employee shall receive 48 hours of vacation per year.
- c. Starting the second (2nd) year of service, until the completion of five (5) years of service shall receive eighty-four (84) hours of vacation per year.
- d. Starting the sixth (6th) year of service, until completion of ten (10) years of service, shall receive one hundred and sixty-eight (168) hours of vacation per year.

- e. Starting the eleventh (11th) year of service, until the completion of twenty (20) years of service shall receive two hundred and four (204) hours of vacation per year.

Service time for computing vacation time shall be computed from date of hiring as full-time officer and shall not include part-time service except that prior part-time service with the Township can count for up to one (1) year at the Township's discretion.

SECTION 2. Employees' may "carry over" three (3) unused vacation days into the next calendar year with the approval of the Chief of Police and may not accumulate more than three (3) days in any given year. If the days are not used in the subsequent year then they may not carry over to the next year. Vacation selection shall be by seniority. The Chief of Police must approve all vacations and the Chief of Police shall determine the number of employees' who may be on vacation at one time.

ARTICLE XIII

HEALTH BENEFITS

SECTION 1. The Township agrees to provide and pay for the existing AmeriHealth Medical Plan or any other medical plan that is equal to or better than said program for both the employee and his/her family. This plan shall remain in effect for the duration of this contract except that the Township may implement a health benefit plan, which is equal to or better than the aforementioned plan. The employees agree to an increase in the per visit co-pay to \$10.00 per visit.

SECTION 2. The Township further agrees to reimburse the employee per calendar year for dental expenses for the employee and his spouse and children less than eighteen (18) years old and living in the employees' household up to \$800.00. This will be reimbursed to the employee upon presentation of Dentist receipt. Receipts will be presented to the Chief of Police as soon after the treatment as practical. If the employee so chooses, the Township, in lieu of said reimbursement will pay up to \$800.00 on the premium of a Dental Insurance Policy for such employee and his spouse and children under eighteen (18) years old and living in the employees' household. This benefit is non-cumulative. Dental benefits not used in one (1) calendar year cannot be carried over to the next year. The Township and the employees agree to implement a Dental Plan in lieu of the above if the Township is able to acquire such a plan that is acceptable to both parties.

ARTICLE XIV

LEAVES OF DUTY

SECTION 1. Leaves of Absence. The Township may in its complete discretion grant or deny requests for leaves of absence without pay.

SECTION 2. Leaves Because of Death. In the event of the death of the employees' spouse, son or daughter, mother or father, brother or sister or step children residing within the household, the employee shall be granted five (5) consecutive calendar days bereavement leave at the discretion of the Chief of Police for travel, funeral arrangements or other personal matters. One of these five (5) days shall include the funeral day itself. The aforementioned bereavement leave shall not be deducted from the employee's annual sick leave. A day shall be defined as an eight (8) hour day for the purpose of payment under this provision notwithstanding the actual shift work by the employee.

In the event of the death of the employees' stepbrother, stepsister, mother-in-law of father-in law, grandparents or stepchildren who do not reside in the employees' household, the employee shall be granted three (3) consecutive calendar days bereavement leave at the discretion of the Chief of Police for travel, arraignments or other personal matters. One of these three (3) days shall include the funeral day itself. The aforementioned bereavement leave shall not be deducted from the employee's annual sick leave.

SECTION 3. Employees shall be granted three (3) personal leave days. The scheduling of a personal day(s) is subject to the approval in advance by the Chief

of Police who may refuse the date requested with justification. The Officer must submit his/her request to the Chief of Police at least five (5) days in advance of the date requested, unless an emergency arises where prior notice cannot be given. For the purpose of calculating personal days, a day shall be defined as a twelve (12) hour day for the purpose of payment under this provision only. To the extent that the shifts change within the Township, then a day shall be defined as the number of hours worked on the new shift.

SECTION 4. Sick Leave. Employees' shall earn 10 (ten) hours of sick time per month per year, with pay, when unable to work scheduled hours due to illness or injury. Any amount of sick leave not used in any calendar year shall be accumulated from year to year but all unused sick leave shall automatically expire upon termination of employment for any reason, including but not limited to death, resignation, retirement, or discharge.

SECTION 5. A physician's certificate of employee's inability to work due to illness or injury shall be provided by employee at his expense in the event that the employee's illness or injury causes his absence for more than three (3) consecutive calendar days. The physicians certificate must be filed with the Chief of Police. The Township retains the right to require additional examination of an employee at any time to further verify entitlement to sick leave. The additional examination will be at the expense of the Township and by a Doctor of the Townships choosing.

SECTION 6. Any employee who does not call out sick over a designated twelve (12) month period shall receive a \$300.00 bonus. Bonus periods are January 1st to December 31st.

SECTION 7. Leave of Absence as a result of Injury in the Line of Duty. When an employee is injured in the line of duty, the employer shall in accordance with N.J.S.A. 40A: 9-7, pass a resolution providing the employee up to one (1) year leave of absence with pay. In the event an employee receives a leave of absence with pay due to injury arising while in the line of duty, said employee shall assign the proceeds of workers compensation benefits for temporary total disability to the Employer for the period salary was received during the leave of absence.

ARTICLE XV

MILEAGE EXPENSE

SECTION 1. Whenever an employee is required to use his/her personal vehicle for official police business he/she shall be reimbursed at the rate of twenty (20) cents per mile for distance traveled to and from. Said employee shall provide the Chief of Police with before and after odometer reading for payment with nature of business to be provided.

ARTICLE XVI

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Township shall enroll each employee into the Gloucester County Employee Assistance Program with the Township bearing costs not to exceed \$21.00 nor less than \$18.00 per employee per year.

ARTICLE XVII

LONGEVITY

SECTION 1. Effective in 2000, an employee with five (5) plus years of service with the Township shall receive \$400.00; an employee with ten (10) plus years of service with the Township shall receive \$625.00; and an employee with fifteen (15) plus years of service shall receive \$900.00 on the police officer's anniversary date of hire.

ARTICLE XVIII

LEGAL DEFENSE AND INDEMNIFICATION

SECTION 1. Legal defense and officers' indemnification for damage award shall be provided or paid as required by law.

ARTICLE XIX

EMBODIMENT OF AGREEMENT

SECTION 1. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not with in the knowledge or contemplation of either or both parties at the time they executed this Agreement. The parties may however agree in writing to such negotiations.

ARTICLE XX

DURATION

SECTION 1. This Agreement shall be effective January 1, 2003 and shall remain in full force and effect until December 31, 2005. Unless otherwise stated, all increases in pay and benefits for the contract year of 2003 will be retroactive to January 1, 2003. No later than one hundred twenty (120) days before the termination of this Agreement the parties shall commence negotiations for a new Agreement for the year 2006. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations mat continue after December 31, 2005, the terms and conditions of this Agreement will be in full force and effect until a new Agreement is executed.

ATTEST:

TOWNSHIP OF WOOLWICH

P.B.A. #122

BY: _____

BY: _____

GIUSEPPE CHILA, MAYOR

DONALD P. DOAK, REPRESENTATIVE

BY: _____

BY: _____

JANE DIBELLA, CLERK

WITNESS

SCHEDULE "A"

2003-2005 CONTRACT YEARLY HOLIDAYS

New Year's Day

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

The Day After Thanksgiving

Christmas Day