

#680

AGREEMENT
BETWEEN
BOROUGH OF WESTVILLE
GLOUCESTER COUNTY, NEW JERSEY

AND

POLICE DEPARTMENT OF THE BOROUGH OF WESTVILLE
GLOUCESTER COUNTY, NEW JERSEY

FOR THE YEARS

1995 - 1997

Prepared by:

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AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of January, 199~~5~~^e, by and between the BOROUGH OF WESTVILLE, a Municipal Corporation of the State of New Jersey, County of Gloucester, State of New Jersey, a governmental body hereinafter referred to as the "Borough", Party of the First Part, and the POLICE DEPARTMENT OF THE BOROUGH OF WESTVILLE, hereinafter referred to as the "Department", Party of the Second Part:

WITNESSETH:

WHEREAS, it is the desire of the parties hereto to provide fair and equitable hours, wages and working conditions and to establish, preserve and promote harmonious and mutually beneficial relations;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, each party, intending to be legally bound hereby, covenants, agrees and pledges to and with the other as follows:

1. GENERAL.

It is understood and agreed that all the terms and conditions herein set forth shall apply and accrue for the benefit of all present and future members of the Police Department represented by the bargaining unit.

2. TERMS.

This Agreement shall commence and be binding upon the parties hereto, their successors, heirs, executors,

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administrators, and/or assigns from January 1, 1995, until and including December 31, 1997 and shall be deemed to be a continuing Agreement automatically renewing itself from year to year thereafter until terminated at the end of any term by written notice, sent by either party to the other, at least ^{120 days} ~~sixty (60)~~ days prior to the expiration date of the said term.

3. SERVICES.

It is further agreed and understood by the parties hereto that the Department shall provide all police and related services necessary and required of the Department by Borough in consideration of the terms of this Agreement as set forth herein.

4. COMPENSATION.

It is hereby agreed and understood that the schedule of compensation for Patrolmen and Officers of the Department shall be as follows:

<u>SERVICE</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
Ptln: 0 to 1 year	\$29,985.	\$30,885.	\$31,812.
Ptln: 1 to 2 years	\$32,341.	\$33,311.	\$34,310.
Ptln: 2 to 3 years	\$34,175	\$35,200.	\$36,256.
Ptln: 3+ years	\$36,529.	\$37,625.	\$38,754.
Sergeants	\$39,171.	\$40,346.	\$41,556.

Below is a schedule of salaries to be used for pension purposes only, pursuant to paragraph 9e.

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<u>SERVICE</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
Ptln: 0 to 1 year	\$30,760.	\$31,710.	\$32,687.
Ptln: 1 to 2 years	\$33,116.	\$34,136.	\$35,185.
Ptln: 2 to 3 years	\$34,950.	\$36,025.	\$37,131.
Ptln: 3+ years	\$37,304.	\$38,450.	\$39,629.
Sergeants	\$39,946.	\$41,171.	\$42,431.

5. VACATION.

Vacations effective as of January, 1992 shall be in accordance with the following schedule:

1 year service - 5 working days
2 years service - 10 working days
4 years service - 11 working days
6 years service - 13 working days
8 years service - 14 working days
10 years service - 15 working days
12 years service - 17 working days
14 years service - 18 working days
15 years service - 20 working days

All vacations shall be taken in the year earned, and shall not be accumulated or carried over into the succeeding year.

6. SICK LEAVE.

Sick leave shall be earned and accrued in the following manner:

a. After six months of service, sick leave of forty (40) hours will be allowed in any single calendar year.

b. After one year of service, sick leave of eighty (80) hours will be allowed in any single calendar year.

c. After two years of service, sick leave of one hundred sixty (160) hours will be allowed in any calendar year.

d. Sick leave granted under the aforementioned articles shall be cumulative and may be used as additional sick leave. Sick leave remaining for each employee for the last five (5) years of employment with the Borough prior to 1989 shall also be accumulated and may be used as additional sick leave.

e. There shall be no payment for any accumulated sick leave and no use of the sick leave other than under paragraph 6 of the Agreement.

f. If any employee shall be charged with abuse of any section of this provision, a three member panel comprised of the Mayor, Council Committee Chairman of the employee's department and the department head or their alternates, shall give notice to the accused, hold a hearing and render a decision. Said decision may be appealed to Borough Council only, whose decision shall be final and binding.

g. All employees off for twenty-five (25) consecutive hours or more because of illness shall be required to furnish a doctor's certificate prior to returning to work.

7. HEALTH BENEFITS.

It is hereby agreed and understood by and between the parties that the Borough shall provide Cigna Health Benefits (including full family coverage and major medical, surgical and

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dental), or equivalent, for each officer and his family. Also, a life insurance policy shall be provided for each officer.

It is further agreed and understood by and between the parties that the Borough shall provide a \$5.00 co-payment prescription plan for generic and \$10.00 co-payment for non-generic for the employee and his family.

It is further agreed and understood by and between the parties that the health benefit plan shall have a deductible of One Hundred Dollars (\$100.00) for single and Two Hundred Dollars (\$200.00) for family coverage and that prescription plan payments shall count against the deductible. Once the deductible level is reached, a form shall be filed for reimbursement of monies spent, including those spent for prescriptions.

It is further agreed and understood by and between the parties that the Borough shall provide all of the above benefits for an officer and/or his/her spouse and children up to the age of twenty-three (23) years, if in college, or children up to the age of eighteen (18) years, if not in college, provided that the officer has retired due to a work-related injury or the officer died as a result of a work-related circumstance. The coverage set forth shall be provided from a period commencing eighteen (18) months from the date of retirement or the date of death, as the case may be.

It is understood and agreed by and between the parties hereto that this paragraph regarding health benefits shall be

effective only for the years 1995 and 1996. The parties agree that immediately upon signing this Agreement they shall commence negotiations for the health benefits to be provided by the Borough for the year 1997. This Agreement to reopen an issue shall apply only to this section of the Agreement.

8. DEATH IN FAMILY.

Each officer will be fully compensated according to his individual salary schedule in the event of a death in his family as follows:

a. Three (3) working days may be granted if there is a death in the officer's immediate family which is understood to include wife, child, sister, mother, father, mother-in-law, father-in-law or brother.

b. One (1) working day for all other members of the officer's family including grandparents, uncles, aunts and first cousins.

c. Mayor and Council shall give consideration to an officer covered under the Contract who, because of a special circumstance, is in need of extra days beyond those granted herein to attend services and/or related events in the event of a death in the officer's immediate family as set forth in subparagraph (a) hereof.

9. MISCELLANEOUS ALLOWANCES.

It is further agreed that Borough shall provide each officer of the Department with:

a. The sum of \$525.00 as an annual clothes cleaning allowance beginning January 1, 1995; the sum of \$575.00 beginning January 1, 1996; and the sum of \$625.00 beginning January 1, 1997.

b. The sum of \$250.00 as an annual home telephone allowance beginning January 1, 1995.

c. Each new officer shall be issued the following:

- (1) 3 pair summer trousers
- (2) 3 summer shirts
- (3) 1 summer hat
- (4) 1 hat badge and strap
- (5) 1 windbreaker jacket
- (6) 1 pair of shoes
- (7) 3 pair winter trousers
- (8) 3 winter shirts
- (9) 1 winter hat
- (10) 1 rain coat and rain cap for winter/summer hat
- (11) 1 pair rain boots
- (12) 1 winter coat
- (13) 3 ties
- (14) 2 State seals for collar
- (15) Name tag, whistle
- (16) Sam Brown Belt, holster, cuff case, bullet pouch, night stick ring, 4 keepers
- (17) 2 badges
- (18) Gun
- (19) Night stick or non-chuku sticks.

d. For the contract year 1995 each officer shall be allowed \$575.00 for replacement of uniforms and equipment. For the contract year 1996 and each thereafter, each officer shall be allowed \$600.00 for replacement of uniforms and equipment. The officers shall have the right to purchase the said equipment and uniforms from a vendor of their choice. All equipment must be of Departmental standard and approved by the Chief of Police. The winter jacket (including, but not limited

to the leather jacket) and bullet-proof vest shall not be deemed to be part of the equipment which must be replaced with this allowance. Those items will be replaced by the Borough at the Borough's discretion. Any abuse of equipment may be dealt with pursuant to the discipline procedure in effect at the time. It is agreed that any officer assigned to plain clothes duty, Investigator, shall be permitted to utilize this allowance to purchase plain clothing to be used for the job.

e. Compensation paid to employees covered under this contract for home telephone expenses and uniform cleaning allowance will be stated as part of the base pay. It will not, however, be utilized in the calculation of percentage increases.

f. The sum of \$5.00 per credit hour shall be paid for police related college credits up to a maximum of 100 hours per year.

10. COMPENSATION FOR COURT TIME.

It is hereby agreed that the Borough shall compensate all officers for their time required in appearing in Local Court when not on duty and anywhere outside of the limits of the Borough of Westville when not on duty and such payment shall be equal to time and one-half his regular rate of pay. It is agreed that such payment shall be a minimum of two (2) hours.

11. HOLIDAYS.

Each officer shall be entitled to the following thirteen (13) holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans' Day
Thanksgiving Day
Christmas Day

In compensation for the above holidays, each officer shall be paid up to ninety-two (92) hours of pay in a separate payment which shall be paid no later than the first pay period in December. Further, although scheduled to work during a Holiday listed above, each officer shall be given off at least (1) of those Holidays listed above per year. In the event that the officer has not been employed by the Borough for a full year, that officer shall receive the percentage of pay under this paragraph which is equal to the time the officer has been employed by the Borough during that year.

In addition to the holidays listed above, an officer shall be permitted two (2) paid personal holidays during each calendar year commencing in 1995 and three (3) paid personal holidays during each calendar year commencing in 1997. A personal day is defined as a working day granted to each officer for his personal use and to be given upon approval of the Chief of Police, which approval shall not be unreasonably withheld.

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If an officer is scheduled to work, and does work, on one of the above listed holidays, he will be compensated at the rate of time and one-half (1-1/2) his regular rate of pay.

12. SHIFT DIFFERENTIAL.

Effective January 1, 1995, all employees covered under this contract will receive Shift Differential as set forth below:

a. Effective January 1, 1995, all officers covered under this contract will receive a shift differential payment equal to four percent (4%) of the officer's base pay.

b. Effective January 1, 1996, all officers covered under this contract will receive a shift differential payment equal to four and one-half percent (4.5%) of the officer's base pay.

c. Effective January 1, 1997, all officers covered under this contract will receive a shift differential payment equal to five percent (5%) of the officer's base pay.

d. This payment shall be paid in a separate payment, no later than the first payday in December. Any officer who has not been employed for a full year shall receive that percentage of the shift differential payment equal to the time the officer has been employed by the Borough in the year in question.

13. LONGEVITY.

Effective January 1, 1995, all employees covered by this Agreement shall receive a longevity compensation as set forth below:

- a. Completion of 5 years of service - \$500. annually
- b. Completion of 10 years of service - \$750. annually
- c. Completion of 15 years of service-\$1,000. annually
- d. This longevity compensation shall be paid in a separate payment, no later than the first payday in December.

Longevity shall not be included as part of the employee's base salary.

14. OVERTIME.

a. Effective January 1, 1995, each employee required to work beyond the normal shift shall be entitled to compensation at the rate of time and one-half (1-1/2) or to accumulate compensatory time of equal value (at the rate of time and one-half (1-1/2)).

b. Each employee may accumulate up to 240 hours of compensatory time. Whether the time worked is to be used as compensatory time or as paid time shall be declared at the end of the shift being worked. If not declared, the employee shall be paid for the time.

c. Each employee required to work a shift which has been changed with less than 48 hours notice to the officer shall be entitled to time and one-half (1-1/2) compensation for the time worked beyond the scheduled shift or to accumulate compensatory time of equal value (at the rate of time and one half (1-1/2)) as set forth in the previous paragraph.

d. An employee who has accrued compensatory time off and who requests the use of such time off will be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not, in the

opinion of the Chief of Police or his designee, disrupt the operations of the Department.

e. The rate of compensation for overtime shall be determined by dividing the officer's annual salary by 52 which number shall then be divided by 40 to provide an hourly rate. One and one-half (1-1/2) times this hourly rate will be the overtime compensation rate.

f. It is understood and agreed that the working day and normal shift shall be set by the Chief of Police.

g. An officer's shift may be rescheduled, provided it is on at least forty-eight (48) hours notice, for non-mandatory training purposes and the officer shall be compensated with compensatory time of equal value to the amount of hours in training. Any mandatory training shall be treated as actual work time and compensated pursuant to the terms of the Contract. This provision of the Contract shall not apply to any schooling provided at the commencement of an officer's employment with the Borough including the Academy or other similar training.

15. GRIEVANCE PROCEDURE.

For 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 and alleged violations of a specific provision of this Agreement. Any grievance must be presented in writing within ten (10) working days after the aggrieved person knew of the

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event or events upon which the claim is based or else such grievance is deemed waived. All employees covered under this Agreement shall have the right to present a grievance. Unless otherwise provided in this Agreement, the grievance shall be processed in the following manner:

a. STEP 1: The aggrieved party(s) and the Chief of Police or his designee, shall within five (5) working days of said filing, informally meet and discuss the grievance. The Chief of Police shall render his decision, in writing, within five (5) working days after the discussion of the grievance with the aggrieved party. Failure to render a written decision within five (5) days shall permit the aggrieved party(s) to automatically move to Step 2.

b. STEP 2: In the event that the grievance has not been resolved at Step 1, the aggrieved party(s) shall, in writing and signed, file a grievance with the Borough of Westville Administrator within five (5) working days following the conclusion of Step 1. The aggrieved party and Borough Administrator shall meet and discuss the grievance. The Administrator shall render a written decision within five (5) working days from the receipt of the grievance. If no written decision is rendered, the grievance is deemed to be denied, and the grievance may automatically progress to Step 3.

c. STEP 3: In the event the grievance has not been resolved at Step 2, the aggrieved party(s) shall, in writing and signed, file the grievance with the Borough Council. The

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Borough Council and the aggrieved party(s) shall meet to discuss the grievance within 14 days of the filing of said grievance, or at the next scheduled Council meeting, whichever is later. The Borough Council shall, in writing, render a decision within ten (10) days after said meeting with the aggrieved party(s). The decision of the Borough Council shall be final and binding upon the parties involved in the grievance.

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 after Step 1 by legal counsel, the PBA or a fellow police officer of his choosing and at his own expense.

16. CONTINUOUS SERVICE RECORD.

The continuous service record of an officer shall be broken only by quitting, refusal to return to work on recall, justifiable discharge or suspension for more than thirty days.

17. DISMISSAL OR TERMINATION.

Upon dismissal of any permanent officer of the Police Department, he/she shall, upon request, receive written notice from the Borough stating the cause for dismissal (this provision does not apply to any probationary employees).

Any officer who has been dismissed from employment or whose employment with the Borough has been terminated for any reason shall be entitled to any accrued vacation pay and holiday pay equal to the proportion of time the officer has

worked for the Borough during the year in question (this shall apply to all officers including probationary officers).

18. SUBSEQUENT LAWS.

It is agreed that in the event there shall be enacted any applicable Federal or State legislation or regulations by an administrative body now in existence or hereafter created, such legislation or regulation which is at variance with the terms of this Agreement shall to the extent be deemed to modify the provisions of this Agreement.

19. JURISDICTION.

This Agreement shall be governed by the applicable laws of the State of New Jersey and the United States of America.

20. WAIVER.

The right of either party to require strict performance hereunder by the other shall not be effected by any waiver, forbearance, or course of dealing.

IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers and their respective seals to be attached hereto.

BOROUGH OF WESTVILLE

BY: *Charles E. Owens*
CHARLES E. OWENS, Mayor

ATTEST:

Richard M. Burr
RICHARD M. BURR,
Clerk/Administrator

(SEAL)

POLICE DEPARTMENT OF THE
BOROUGH OF WESTVILLE

BY: *Timothy J. Hannold #2125*

BY: *Bill A. Hill #2118*

Bill A. Hill #2118
PBA, LOCAL #122 REPRESENTATIVE

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