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Prepared By:

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION
PBA LOCAL 122
(EAST GREENWICH POLICE DEPARTMENT)
January 1, 1992 through December 31, 1993
and
TOWNSHIP OF EAST GREENWICH
(COUNTY OF GLOUCESTER)
BETWEEN

AGREEMENT

1992-1993

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SECTION 1. The Township hereby recognizes the PBA Local #122 as the sole and exclusive representative of all members of the

Recognition

ARTICLE I

COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:

NOW, THEREFORE, in consideration of the following mutual covenants, they desire to confirm in this Agreement.

WHEREAS, the parties have reached certain understandings which and

designated with respect to the terms and conditions of employment; PBA Local #122 as the representative of the employees hereinafter

WHEREAS, the Township has an obligation to negotiate with the protection for the Township is their mutual aim; and

Department recognize and declare that providing quality police protection for the Township and the East Greenwich Township Police

WITNESSETH:

as "Employee" or "Employees". and THE EAST GREENWICH POLICE DEPARTMENT, hereinafter referred to of New Jersey, hereinafter referred to as "Township" or "Employer", TOWNSHIP OF EAST GREENWICH, in the County of Gloucester and State

THIS AGREEMENT made and entered into in East Greenwich Township, New Jersey, this 5th day of October, 1992, between THE

PREAMBLE

AGREEMENT

SECTION 1. The purpose of this Article is to settle all grievances between the Township and the employees as quickly as possible so as to ensure efficiency and promote employee moral. A grievance is defined as any disagreement or dispute between the Township and the employees involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) working days after the

Grievance Procedure

ARTICLE III

the parties hereto.

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

New Jersey State and Federal Law.

SECTION 3. Employees shall retain all civil rights under the observed.

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

in any way against any employee's PBA activities.

SECTION 1. The Township shall not discharge or discriminate

Maintenance of Standards

ARTICLE II

and conditions of employment.

for the purpose of collective negotiations with respect to terms Police Department, excluding the Chief of Police and Lieutenant,

aggrieved person, who signed the grievance, knew of the event or events upon which the claims is based or else such grievance is deemed waived. A grievance shall be processed as follows:

(A) The appropriate PBA representative, the aggrieved party and the Chief of the Department, or its representative, with advice and consent of the Township Committee, may reach a settlement of the dispute; if they fail to reach an agreement within five (5) working days, the aggrieved party shall furnish a written statement of the grievance to the Chief on a form provided by PBA Local #122 for automatic reference to Step "B".

(B) A grievance committee consisting of four (4) members designated by the PBA and all members of the Township Committee and the Chief of the Department shall attempt to settle the dispute within ten (10) working days. If the dispute cannot be settled within the ten (10) working days, then the dispute automatically will be referred to Step "C".

(C) If the grievance is not settled through steps (A) or (B) either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission within thirty (30) days of the receipt of the response from the Township Committee or its designee. The costs for the services of the arbitrator shall borne equally by the Township and the Association. Any other expenses including, but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

SECTION 4. Employees retiring due to a disability arising out of a work-related injury shall continue to receive, at the expense of the Township, medical benefits, provided the benefits are equal to what was received at the time of the disability. If an employee

SECTION 3. Employees intending to retire shall give sixty (60) days' prior notice to the Chief of Police, Mayor and Township Committee.

SECTION 2. Employees retiring on either regular or disability pension shall be paid for all accumulated holiday and vacation; said payments computed at the rate of pay based upon the base annual compensation due and owing during the last year of his employment prior to the effective date of his retirement.

SECTION 1. Employees shall retain all pension rights as employees under the New Jersey statutes and Township Ordinances.

Retirement

ARTICLE V

Each employee shall be entitled to inspect his service records in accordance with the requirements of Federal and State Law.

Service Records

ARTICLE IV

(D) As a result of any dispute arising under this contract, the employee shall have the right to make application to the Superior Court from any determination wherein such application to the Superior Court is the appropriate step. Each party shall be responsible for their own legal expenses.

SECTION 1. Military Leave. Where any employee is a member of the National Guard Unit or any reserve unit of the Armed Forces of the United States and is required to engage in field training or to attend meetings, he shall be granted military leave of absence for the period of such training or meeting. Such paid leave of absence shall not affect his vacation. The pay period following his return from such military leave of absence the employer will pay him an amount which, when totalled with his military pay, will equal his regular pay for such period of time as employee served on military leave. The adjustment referred to within the aforementioned

Leave of Absence and other Leave

ARTICLE VI

on retirement disability becomes gainfully employed during said period of retirement disability and is provided equivalent medical benefits by the new employer, he shall notify the Township immediately and he shall not receive benefits from the Township during his period of employment nor shall the Township have any obligation to pay him the equivalent value of said benefits during such period of employment. After a period of ten years of subsequent re-employment, even if with more than one employer, the Township reserves the right to have the disabled retiree re-examined by an appropriate physician to determine if the medical reasons for the disability retirement still exists before resuming payment of benefits equal to the benefits received at the time of the initial disability.

SECTION 4. Sick leave may be used by an employee for personal illness. A physician's certificate will be required in the event that the employee's illness causes his absence for three (3) or more consecutive days. The physician's certificate must be filed with the Chief. Said employee may also be required, at the direction of the Chief of Police, to obtain physician's certification from physician designated by the Township of East

sick leave.
employee shall be permitted to accumulate a maximum of 960 hours sick leave per year provided they work an 84 hour schedule. Each SECTION 3. Sick Leave. All employees shall receive 144 hours

a grandmother or grandfather.
with full pay shall be allowed to the employee due to the death of shall be granted to the employee. A one (1) day leave of absence three (3) calendar days with pay at the established annual salary arrange for and attend the funeral services up to a maximum of brother, father-in-law or mother-in-law, time off necessary to employee's father, mother, step-father, step-mother, sister, be granted to the employee. In the event of the death of the (4) calendar days with pay at the established annual salary shall arrange for and attend the funeral services up to a maximum of four of employee's spouse, son or daughter, time off necessary to SECTION 2. Leave Because of Death. In the event of the death

weeks.
sentence shall be for a period of time not greater than two (2)

Greenwich. Cost of such directed visit shall be borne by the Township of East Greenwich. Such visit shall not restrict employee from continued care by a physician of employee's choice and at employee's expense. If an employee is ill on the work day prior to, or following a holiday, said employee must provide the Chief with a physician's certificate to receive his pay for said holiday. If an employee has had three (3) or more "one day or more illnesses" per year during the term of this contract, each succeeding illness shall require the employee to obtain a physician's certificate from a physician designated by the Township of East Greenwich. Cost of such visit shall be borne by the Township of East Greenwich. Such visit shall not restrict employee from continued care by a physician of employee's choice and at employee's expense.

SECTION 5. Recovery of Unused Sick Time. Any employee shall be compensated noncumulatively in the following amounts for limited use of sick time during each calendar year for the term of this contract.

A.	No charged sick time:	\$500.00
B.	Any segment of one (1) hour to twelve (12) hours:	\$350.00
C.	Any segment over twelve (12) hours to twenty-four (24) hours:	\$200.00
D.	Any segment over twenty-four (24) hours to thirty-six (36) hours:	\$100.00

SECTION 1. Every employee shall be compensated for twelve (12) holidays per calendar year as found in Schedule "A". Each employee shall receive eight (8) hours pay for each holiday in

Holidays

ARTICLE VII

SECTION 6. Catastrophic illness. Employees shall be permitted to accumulate sick leave in excess of 960 hours, such excess to be recorded and documented separately in what shall be titled a "Catastrophic Illness Bank". These excess hours for a catastrophic illness may be utilized only after the 960 accumulated hours as well as the then current years sick leave have been exhausted. The excess hours may only be used for a life threatening illness, upon certification of a physician, designated by the employer, that indeed the illness is life threatening and that the prospect of returning to work are doubtful. The basis for computing the "Catastrophic Illness Bank" shall include those hours in excess of 960 hours as of December 31, 1991 per Chief Miller's correspondence dated January 14, 1992.

Upon retirement of honorable severance from the Police Department, following eight (8) years of continuous service in the Police Department, the Township of East Greenwich shall make the be computed at the employee's hourly rate of pay at the time of retirement. The Township shall buy back twenty-five (25%) percent of the unused sick hours of the employee. Sick time shall aforementioned payment within thirty (30) days of the date of retirement or honorable severance.

negligence or inadvertence in scheduling which results in an Administrative failure on behalf of the Township due to

number of hours worked, or designation of hours worked. Township would give notice if any change was intended as to hours, hours worked during normal week, as well as shift work, so that the Township Committee. Work week is defined to mean that period of emergency as determined by the Chief of Police, the Mayor or the days' prior notice, effect any change in the work week except in an SECTION 1. The Township shall not, without giving seven (7)

Work Week

ARTICLE VIII

year service.

hired after the effective date of this contract with less than one his approval or denial. This provision shall not apply to anyone submitted to the Chief of Police within forty-eight (48) hours for other items relating to personal affairs. Requests must be business such as, but not limited to, emergencies, religious and hours personal time per calendar year starting in 1991 for personal SECTION 2. Each employee shall be entitled to thirty-six (36)

paycheck as soon after the holiday as is reasonably proper. worked the additional rate of pay will be reflected in a subsequent (1/2) his hourly rate for each hour worked. For each holiday a holiday in Schedule "A" shall receive compensation of one-half not. In addition to this compensation, each employee who works on Schedule "A", regardless if the employee is scheduled for duty or

SECTION 2. Any employee obtaining an Associates Degree in a police-related field shall, in addition to his regular compensation, receive an additional \$250.00 per year during the term of his contract. Any employee obtaining a Bachelors Degree in a police-related field shall, in addition to his regular compensation, receive an additional \$500.00 per year during the term of this contract. Any employee pursuing educational courses in a police-related field towards the obtainment of either an Associates Degree or Bachelors Degree, shall receive an additional \$3.00 per credit per year, up to a maximum of 60 credits or \$180.00 per year. The aforementioned additional compensation in

SECTION 1. Police Academy and Technical Schools. Any employee attending a police academy or any other police training academy recognized by the New Jersey Police Training Commission, with the permission of the Chief of the Department, shall be compensated at their regular rate of salary while attending the course. All expenses must be reimbursed to an employee attending a non-credit course pertaining to duties of police officers and approved by the Chief at a rate of \$5.00 for lunch and \$0.18 per mile provided the employee uses his personal vehicle.

Education

ARTICLE IX

employee's change in work week shall result in four (4) additional hours of pay for said employee for the first day of the change in work week.

SECTION 2. Legal Expenses. If an employee is charged with a violation of the law within the line of duty, and ultimately exonerated, as a result of acts committed by him while on duty, the Township shall reimburse the employee for the services of the attorney selected by the employee to represent him. The Township shall also have the right to instruct the Township solicitor to act as co-counsel with the attorney selected by the employee. Prior to returning to same.

SECTION 1. Mileage. Mileage on a personal vehicle shall be reimbursed at the rate of \$0.18 per mile, if the Chief determines that such transportation or use of a personal vehicle is necessary and does not provide transportation or a Township vehicle. Such mileage shall be computed from the Township Police Headquarters and returning to same.

Reimbursement for Expenses

ARTICLE X

SECTION 3. All employees required to attend police-related schools or courses for more than one (1) day wherein it is made impractical to commute, employees shall be reimbursed for all reasonable expenses for food and lodging and transportation at the rate of \$0.18 per mile provided the employee uses his personal vehicle or for the actual cost of public transportation. Payment shall be made promptly to the employee upon presentation of receipts.

recognition of advanced education shall be paid at the time of the first pay during the month of December.

SECTION 2. The Township shall make an initial issue of clothing to each new employee which shall include, at the maximum but not be limited to, the following items: four (4) summer shirts; four (4) winter shirts; one (1) pair of galoshes or rubber overshoes; four (4) pair of pants; one (1) pair of shoes; one (1) this contract.

SECTION 1. Each employee shall receive an allowance of \$525.00 per year for the maintenance of clothing each year during

Clothing Allowance

ARTICLE XI

SECTION 3. Indemnification. Any award of damages arising out a civil action related to the performance of duty by an employee, covered under this contract, while in the performance of his duty, shall be indemnified by the employer. The Township further represents that it has adequate insurance coverage to provide the aforementioned indemnification.

SECTION 3. Indemnification. Any award of damages arising out the Township shall be responsible for all legal cost incurred by the employee. Should the employee appeal the decision and ultimately have the conviction reversed, then and in that event, guilty as charged, the Township is not obligated to pay the attorney fees. In the event that the employee is ultimately found selected by the employee to determine a reasonable fee for the representation. shall have the right to first negotiate directly with that attorney the employee selecting the attorney to represent him, the Township

winter coat, one (1) rain coat; two (2) breast badges; one (1) hat badge; one (1) identification badge; two (2) clip-on ties; two (2) name plates; two (2) sets of insignias of rank and office; and one (1) bullet proof vest.

SECTION 3. The Township shall purchase sufficient ammunition every six (6) months or as required by the chief for each police officer for use in the line of duty or on the range.

SECTION 4. Hardware items, such as handguns, holsters, belts and straps, handcuffs, nightsticks, etc., shall be supplied by the Township and replaced when and if presented by the employee for replacement upon the approval of the chief of police.

SECTION 5. The Township agrees not to change the basic uniform or any portion thereof currently utilized by the employees without providing the necessary monies for the purchase of such new items in addition to the clothing allowance and clothing issue provided for by this contract.

SECTION 6. There exist within the police department the assignment of investigator. The investigator dresses primarily in plain clothes. Upon the approval of the chief, the investigator shall be authorized to expend the same amount as set forth in Section 1 for the purchase and maintenance of plain clothes. The investigator shall not receive any of the items set forth in Section 2 under Article XI except badges and a bullet proof vest as needed.

SECTION 1. Rate of Pay. Overtime shall be paid to all employees at one and one-half (1 1/2) times the established hourly rate after eighty-four (84) hours in a two (2) week period.

Overtime Pay

ARTICLE XIV

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 working time and each employee shall be compensated at one and one-half (1 1/2) times his hourly rate of pay per hour spent in each court appearance while off duty. Each employee shall be reimbursed for mileage as set forth within this contract for any and all mileage outside the county of Gloucester when the employee uses his personal vehicle.

Court Time

ARTICLE XIII

SECTION 1. Employees shall be provided with proper clothing and equipment. The Township agrees to conform to all manufacturing and equipment except in emergency situations. The Township also agrees that it will immediately attempt to effect repairs to police vehicles so as to prevent injury or loss of life due to faulty equipment.

Equipment

ARTICLE XII

SECTION 2. When an employee has worked overtime, the information shall be supplied to the payroll clerk by the chief of the Department according to established rules and within a reasonable time so as not to hold up payment for more than one (1) pay period.

ARTICLE XV

Exchange of Hours on Duty

SECTION 1. Exchange of hours on duty by an employee may be granted by the chief of Police provided he has twenty-four (24) hours notice and that such an exchange will not result in an employee who has engaged in such exchange working in excess of sixteen (16) hours during any twenty-four (24) hour period. This shall not result in payment of overtime and it is not intended that overtime be paid solely because of the operation of this article of the contract.

ARTICLE XVI

Vacations

SECTION 1. Earned Vacations. Beginning January 1, 1988, all employees covered by this Agreement shall be entitled to vacation as listed below, to wit:

- One (1) year of service, but less than five (5) years, ninety-six (96) hours per year.
- Five (5) years of service, but less than ten (10) years, one hundred forty-four (144) hours per year.
- Over ten (10) years of service, one hundred eighty (180) hours per year.

Monday and end 5:59 a.m. the Monday two weeks thereafter.

SECTION 1. The pay period shall commence at 6:00 a.m. on

Pay Period

ARTICLE XVII

base rate of pay.

request, said payment to be based on the employee's current hourly of the next calendar year, or be paid for at the employee's remain in the same calendar year, carried over to the first quarter later time within the same calendar year, or should not ample time permitted to utilize such vacation as previously scheduled at the Chief of Police, then and in that event the employee shall be Chief of Police, or as a result of an emergency as determined by When, however, a vacation is deferred, either upon approval of the All vacation time shall be taken in the year earned.

Chief of Police.

may be on vacation at the same time shall be determined by the shall be selected by each employee. The number of employees who selected one (1) week the remainder by seniority before April 1st request by seniority for one (1) week and after each employee has each year vacations in said calendar year shall be granted upon SECTION 3. Scheduling Vacations. On or before March 1st of

granted at established annual salary rates.

SECTION 2. Pay During Vacations. All vacations shall be

compensation.

In said capacity. Sergeants shall not receive Shift Commander compensation. Sergeant, who is designated by the Chief of Police as a Shift Commander shall receive an additional \$500.00 per year while acting as a Shift Commander. Any employee covered under this contract, other than a one (1) year prior to being elevated to a higher class.

Each employee shall serve at each class for a period of

TITLE	1992	1993
Sergeant	\$37,120.00	\$39,347.00
Patrolman 1st Class	\$36,065.00	\$38,229.00
Patrolman 2nd Class	\$32,030.00	\$33,952.00
Patrolman 3rd Class	\$28,432.00	\$30,138.00
Patrolman 4th Class (Probationary)	\$24,835.00	\$26,325.00

employees during the term of this Agreement shall be as follows:

SECTION 2. Base salaries for the purpose of this Agreement shall be the highest salary that an employee is duly authorized to receive at the beginning of each calendar year. Salaries for the vacation.

SECTION 1. The Township will pay each employee on every other Thursday an amount equal to 1/26th of the employee's annual salary plus any overtime or holiday pay. Payments for a period of vacation may be made on special request of the Payroll Clerk with the approval of the Chief of Police, who will certify the dates of

Salaries

ARTICLE XVIII

SECTION 1. The Township agrees to provide medical coverage to the employees and their immediate family who shall receive fully paid Blue Cross/Blue Shield with Rider "J" and Major Medical. The

Health and Insurance Benefits

ARTICLE XX

hereafter.

SECTION 1. Any employee called into work on a regularly scheduled time off shall be paid a minimum of four (4) hours of overtime and if such employees are required to spend in excess of four (4) hours, then they shall be paid on an hourly basis

Call Back

ARTICLE XIX

at his anniversary date.

SECTION 3. Longevity. In recognition of the increased value of an employee to the Township as he becomes more experienced and the necessity to keep good experienced employees by providing adequate and attractive salaries, the Township agreed that each employee shall receive, upon the completion of five (5) years of service, two (2%) percent of his salary. Upon completion of ten (10) years of service, longevity payments shall be three (3%) percent of his salary. Beginning in 1989, upon completion of fifteen (15) years of service, longevity payments shall be four (4%) percent of his salary. Longevity payments due each employee shall be paid by the employer on each employer's anniversary date of employment with the Township based on the employee's base salary

Township reserves the right to review other carriers and change carriers provided that the new carriers coverage is at least equivalent or better to the existing coverage. The Township shall notify the members covered under this Agreement of their intent to change carriers.

SECTION 2. Each employee covered under this contract shall be provided with at least \$10,000.00 life insurance at the expense of employer.

SECTION 3. The Township shall continue to provide the level of Dental benefits in effect on December 31, 1985.

SECTION 4. Coverage for the benefits as set forth in Sections 1, 2 and 3 shall begin as early as practical with the employee recognizing that there is a period of time that the employee will be without coverage pending approval of either his application or enrollment within the policies.

ARTICLE XXI
Miscellaneous

SECTION 1. The employee shall be afforded the opportunity to participate in the establishment of rules and regulations in accordance with the PERC laws provided same is not in conflict with previous departmental policy, the laws of the state of New Jersey or East Greenwich Township policy.

SECTION 2. Delegates to the state PBA shall be afforded the day off without a loss of pay or compensation to attend the scheduled meetings of the state organization. All special meetings

ordered by the state organization are inclusive. Convention delegates shall be permitted to attend in accordance with any state court decision.

ARTICLE XXII

Severability

SECTION 1. If any provisions of this Agreement should be held to be invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department Civil Service, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative and deemed severed from the body of the contract, but all other provisions shall not be affected thereby and shall continue to be in full force and effect.

ARTICLE XXIII

Terms of Contract

SECTION 1. This Contract shall cover the period nunc pro tunc from January 1, 1992, to midnight, December 31, 1993. All terms of this Contract shall be retroactive to January 1, 1992. SECTION 2. The Contract shall not be changed or altered in any way during the term of the contract without the written consent of the parties thereto. SECTION 3. The Contract shall continue to bind the parties during any period beyond December 31, 1993, until such time as a new contract is signed between the parties.

SECTION 4. Negotiations for a future Contract shall commence

on or before September 1, 1993.

TOWNSHIP OF EAST GREENWICH

By: William F. Riggs
WILLIAM RIGGS, MAYOR

Attest: Susan Costill
SUSAN COSTILL, Clerk

PBA Local 122
EAST GREENWICH POLICE DEPARTMENT
By: William Giordano
WILLIAM GIORDANO

Attest: Thomas Sullivan
THOMAS SULLIVAN
PBA #122

New Year's Day - January 1st
Martin Luther King Day
Washington's Birthday - 3rd Monday of February
Good Friday - Day designated and known as Good Friday
Easter
Memorial Day - Last Monday in May
Independence Day - July 4th
Labor Day - 1st Monday in September
Veteran's Day - November 11th
Thanksgiving Day - 4th Thursday in November
Day after Thanksgiving
Christmas Day - December 25th

SCHEDULE A