

Agreement

between

The Borough of Wenonah

and

The Policemen's Benevolent Association of New Jersey,

Gloucester County

Local No. 122

January 1, 2007 through December 31, 2010

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ARTICLE I - **RECOGNITION**

Section 1

The Borough of Wenonah, hereinafter referred to as the "Borough", hereby recognizes the New Jersey State Policemen's Benevolent Association, Local #122, hereafter referred to as the PBA, as the exclusive representative for the collective negotiation concerning terms and conditions of employment for permanent Patrol Persons and Sergeants of the Borough of Wenonah Police Department.

Section 2

Specifically excluded from representation are the positions of Chief, Deputy Chief, Captain, Lieutenant, and all probationary employees.

Section 3

Unless otherwise indicated, the term "Police Officer", "Officer", "Employee", or "Employees" when used in this agreement refers to all persons represented by the PBA.

ARTICLE II - **POLICE OFFICER RIGHTS**

Section 1.

The Borough agrees to maintain a personnel file for each employee covered under this contract and further agrees that such file will be maintained in a secure place. A police officer shall have the right to inspect his/her personnel file on reasonable notice and at reasonable times, provided a designated superior officer is present at the time of such inspection. Any request for such inspection will be submitted to the Chief of Police prior to such inspection. The Borough agrees to notify the individual officer when any derogatory material is placed in his/her personnel file. The Borough agrees to provide an initial copy of any derogatory material at no expense to the Employee. The employee may, upon reasonable request and at his/her expense, obtain additional photostated copies of any material contained in his/her personnel file.

Section 2.

1. A police officer has the same rights to engage in political activity as afforded to any citizen. This right to engage in political activity shall not apply to any officer when he/she is on duty, when he/she is acting in an official capacity, or when wearing either cap, shirt, trousers or outerwear parts of the Wenonah Police Department uniform, or while in a police vehicle.

2. Whenever a police officer is under formal investigation or is subject to interrogation by the law enforcement arm of the Borough of Wenonah, for any reason, which could lead to disciplinary action, demotion, loss of pay or dismissal. The investigation shall be conducted in accordance with the New Jersey Attorney General Guidelines related to internal affairs pursuant to N.J.S.A. 40A:14-181.

- a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the police officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
- b. The interrogation shall take place at the office of the Chief of Police unless otherwise waived by the officer
- c. The officer shall be informed of the name, rank and command of the officer in charge of the investigation, the interrogation officer, and all persons present during the interrogation. All questions directed to the officer under investigation shall be asked by and through one interrogator.
- d. Whenever possible, the officer under formal investigation shall be informed in writing of the nature of the investigation and of the names of all known witnesses and complaints to be utilized prior to any interrogation.
- e. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary
- f. The officer during interrogation shall not be threatened with transfer, dismissal, or disciplinary action.
- g. The officer shall have the right to a complete record, either written, taped or transcribed, of his/her interrogation. However, any expenses shall be borne by the officer. The Borough shall have the same right.
- h. If the officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of his/her rights prior to the commencement of interrogation.
- i. At the request of the officer under investigation or interrogation, he/she shall have the right to be represented either by counsel or by other responsible representative of his/her choice who shall be present at all times during the interrogation, unless waived by the officer. The interrogation shall be suspended for a reasonable time not to exceed one week in order that such representation can be obtained.

3. No ordinance shall abridge nor shall the Police Department adopt any regulation that prohibits the right of an officer to bring suit arising out of his/her duties as a Law Enforcement Officer.

4. No officer shall be required or requested to disclose any item of his/her property, income, assets, source of income, debts of personal, or domestic expense (including those of any member of his/her household or family), unless such information is necessary in the investigation of a possible conflict of interest, or with respect to the performance of his/her official duties, or unless such disclosure is required by law.

5. If the investigation or interrogation of an officer results in the decision by the Law Enforcement Arm of the Borough for some punitive action, such as demotion, dismissal, written or oral reprimand, loss of pay, reassignment or similar action, the officer shall, upon written request be entitled to a hearing on the issue before Mayor and council. Where applicable such hearing shall be conducted in accordance with N.J.S.A. 40A:14-147, et. seq. Any such hearing may be either opened or closed to the public, at the Officer's discretion.

6. Both the Law Enforcement Arm of the Borough and the officer shall have ample opportunity to present evidence and argument with respect to the issues involved. Both may be represented by Council.

7. Every party has the right to cross examination of the witnesses who testify and may submit rebuttal evidence.

8. The Mayor and council in conducting the hearing may take notice of judicially noticeable facts and in addition, may take notice of general, technical or scientific facts within its specialized knowledge.

9. Any decision, order, or recommendation for action resulting from the hearing by Mayor and council shall be in writing and shall be accompanied by findings of fact. The findings shall be expressed in a concise statement upon each issue in the case. A copy of the decision or order and accompanying findings and conclusions, along with any written recommendations for action, shall be delivered or mailed promptly to the officer or to his/her attorney.

10. No officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to his/her employment, or be threatened with any such treatments by reason of his/her exercise of or demand for the rights granted in this Agreement, or by reason of the lawful exercise of his/her Constitutional rights.

ARTICLE III - MANAGEMENT RIGHTS

Section 1.

The Borough hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and Constitution of the State of New Jersey and of the United States including but without limiting the generality of the foregoing:

a. To exercise executive management and administrative control of the Police Department and its properties and facilities and the activities of its employees.

b. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotions; and to promote and transfer all such employees.

Section 2.

The exercise of all powers, rights, authority, duties and responsibilities, by the Borough, 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 of this Agreement hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws United States.

Section 3.

Nothing contained herein shall be considered to deny or restrict the Borough of its rights, responsibilities and authority under the New Jersey laws of the or any other national, state, county or local laws or regulations presently existing or those adopted amended in the future.

Section 4.

Nothing in this Agreement which changes pre-existing Borough policy, rules or regulation shall operate retroactively unless expressly so stated. The parties agree employees shall continue to serve under the direction of the Chief of Police and in accordance with Borough and administrative policies, rules and regulations provided that the provisions of this 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 Borough is forbidden to waive any rights or powers granted it by law. Anything to the contrary, notwithstanding, nothing contained in any section, paragraph or subsection of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Borough has waived rights which are expressly required by the Courts to be retained the Borough.

ARTICLE IV - SALARIES-AND PAY DAYS

Section 1

	2007	2008	2009	2010
	3.50%	4.0%	4.0%	4.0%
Sergeants	58,262.22	61,372.71	64,607.62	67,971.92
Patrolman 1	54,572.45	56,755.34	59,025.56	61,386.58
Patrolman 2	50,481.09	52,500.33	54,600.35	56,784.36
Patrolman 3	41,150.57	42,796.59	44,508.45	46,288.79
Patrolman 4	34,441.70	35,819.36	37,252.14	38,742.22
Patrolman 5	31,500.00	31,500.00	32,760.00	34,070.40
Patrolman 6	30,000.00	30,000.00	31,200.00	32,448.00

(Patrolman 5 & 6 are frozen for years 2007 and 2008; to receive percentage increase for 2009 & 2010)

Section 2

Pay days for police officers will follow the same as other Borough employees, which is on the 15th and 30th of the month (end of month in February). If the above days fall on Holidays or weekends, employees will be paid prior to said day. All pay adjustments may have a one (1) pay lag time.

Section 3

A fitness incentive shall be rewarded annually on the basis of results from a voluntary fitness test administered by the Chief. The incentive amount will be determined by performance based on the Officer's age. To be eligible for the incentive, the officer will need to participate in all five tests given and to attain at least a 60% score in each test. The scores will be averaged with equal weighting and the mean score of the five tests will determine the level of fitness incentive. The officer will receive the percentage of the total possible award equal to their mean score. For example, if their mean score in 2007 is 85%, their incentive will be 85% of \$1100.00 dollars, or \$935.00 dollars. If the officer scores below 60% in any of the tests, they are not eligible for the incentive.

The test will be administered in May and October, weather and conditions permitting. The incentive will be paid the last pay in November, based on the higher of the two mean scores, provided the qualifications of minimum scores are met for all of the tests from one of the two test dates. This incentive is available only to those officers who take the fitness test and participation in the test is voluntary. If an officer cannot take the fitness test either at the time offered in a calendar year because of injury on the job, then the officer will receive the incentive based on the previous year's test scores.

See Attachment #1 for examples of tasks and scores used for the test. If any of these tasks are to be changed to a comparable task, the task and defined scores must be provided by November of the year prior to being included in the test.

Incentive Award-	2007	2008	2009	2010
100%	\$1550.00	\$1550.00	\$1550.00	\$1550.00

ARTICLE V - WORK WEEK and WORK YEAR

Section 1

Overtime: Overtime shall be paid to any member covered under this Agreement who is required or directed to work for any period in excess of either twelve (12) hours per day or eighty-four (84) hours in any two (2) week period. Such overtime pay shall be at the rate of time and one half his/her regular rate of pay. Overtime shall be paid each pay day. Regular hourly rate of pay shall be based on annual salary divided by 2,080 hours. The calculation of 2080 hours is used to compensate for the 12-hour shifts.

Insofar as possible, based on operational requirements of the Department, the Chief of Police shall provide for a fair and equal system of overtime allocation.

Section 2

In determining overtime, shift turnover time will not be considered as overtime, however, he/she shall then be paid on the basis of thirty (30) minute intervals, and any fraction of a thirty (30) minute interval shall be paid as a full thirty (30) minute interval.

Section 3

Court Time: An officer required to report either to Municipal Court, Superior Court, Grand Jury or Juvenile Court in the performance of his/her duties while on off-duty time, shall be paid at time and one half his/her regular rate of pay. Pay will not be granted for appearance in Civil Court actions.

Section 4

Work Period: The normal work period shall be two (2) weeks with seven, (7) twelve (12) hour days, for a total of eighty-four (84) hours. An officer shall work in accordance with a schedule to be posted on a yearly basis by the Chief of Police except when conditions arise which, in the opinion of the Chief of Police, require a different schedule.

The Borough reserves the right to assign overtime as necessary.

Section 5

Work year: Except for vacation time permitted by the contract and/or sick time, employees will normally be expected to work twenty-six (26), eighty-four (84) hour work periods as their regular work year.

ARTICLE VI - **HOLIDAYS**

Section 1

In lieu of time off, each police officer shall be granted pay for twelve (12) holidays a year. Pay for all holidays shall be awarded the end of November, at the rate of time and a half. Regardless of whether or not the officer works any shift which includes any hours during a Borough recognized holiday, the officer will be paid for a total of 144 holiday hours for that year.

Section 2

The holidays shall be as follows:

- New Year's Day
- President's Day
- Good Friday
- Easter Sunday
- Officer's Memorial Day (May15)
- Memorial Day
- July 4th
- Labor Day
- Veterans' Day
- Thanksgiving
- Day after Thanksgiving
- Christmas

Section 3

The work schedule for the holiday will be the same as any regular working day.

ARTICLE VII – VACATIONS

Section 1

Earned Vacations; Officers shall be entitled to vacation with pay based upon length of time employed with the Borough as hereinafter provided.

Schedule - By definition, vacation days are equivalent to twelve (12) hour working days.

<u>Years completed</u>	<u>/</u>	<u>Days Vacation</u>
1		10 Days
2		11 Days
3		13 Days
4		14 Days
5		15 Days
6		16 Days
7		17 Days
8		18 Days
9		19 Days
10		20 Days
11		21 Days
12 and above		22 Days

In their fifth year, the officer will earn vacation on an annual basis, not by anniversary date. Earned vacation will be prorated on a monthly basis for the months in the calendar year of their fourth year, and then switch to a calendar schedule at the beginning of their fifth year. Officers with five years or more in 2003 will accrue on a monthly basis based on the months since their anniversary date in 2002.

Section 2

Any officer who is entitled to vacation shall, at his or her option, be allowed to said vacation in consecutive weeks and or days provided it does not unreasonably interfere with Departmental operations and provided further with the Police Chief's approval. Said vacation may be taken at any time during the calendar year.

Section 3

In general, and unless operational needs of the Department dictate to the contrary, vacation selection shall occur on the basis of seniority. All vacation time may be delayed to a time based on operational needs of the Department as identified by the Chief of Police. One half of earned vacation must be scheduled six (6) months in advance and the other half should be scheduled as much in advance as possible for department scheduling.

Section 4

Earned vacation shall be paid to any officer who is laid off or drafted by the military. Those officers who have been laid off or drafted by the military during the year shall be paid vacation pay on a prorated basis.

Section 5

Vacation time shall not accrue during a leave of absence.

Section 6

Pay in Lieu of Vacation - Officers with two (2) or more years of service may request up to one week of pay in lieu of vacation. All vacation must be used in the year earned unless department operational needs require an officer to carry over vacation days, and the carry-over is approved by the Chief of Police prior to December 15th of that year. Any carried over days must be used by March 31st of the following year.

ARTICLE VIII - SICK LEAVES and LEAVES OF ABSENCE

Section 1

Funeral Leave:

- a. Upon request employees shall be granted special leave with pay because of death in the immediate family, including relatives in the household, or for death of other members as enumerated in Section 2 of this Article.
- b. Such funeral leave shall be granted with pay for three (3) days. Mayor and Council may grant extension past the three (3) day period providing circumstances warrant such an extension.

Section 2

Definition: Members of the family are defined as the officer's father, mother, father-in-law, mother-in-law, grandfather, grandmother, brother, sister, spouse, brother and sister of spouse, child, foster child, and relatives of the officer who reside in household.

Section 3

Illness or injury:

- a. Policy - An officer who is ill or injured is not required to work during the period of illness. Furthermore, the Borough does not desire or expect the officer to return to full duty until and unless he/she has recovered from the illness or injury. The officer will continue to receive his/her normal salary during absences due to illness or injury. An Officer may use allotted sick leave to attend to an immediate family member who requires the officer to provide the necessary care due to illness or accident.
- b. Notification - An officer who is unable to work due to illness or injury may be required by the chief of police to submit a note from the attending physician. Similarly, such notification may be required if the officer is attending to an ill family member. The Mayor and Council will be informed by the chief of police of any officer who is absent for

longer than three (3) consecutive working days and will remain advised concerning the nature and progress of the illness or injury.

c. Abuse - An officer who accumulates a record of chronic, perpetual absenteeism due to illness must appreciate that, in absence of supporting medical documentation, such record will seriously effect the officer's performance record and could lead to cause for dismissal. The Borough has the right to reasonably request a medical examination by a doctor of its choosing or to ask the employee for verification of his or her injury or illness through the submission of a medical report or letter.

d. Occupational Injury - For a work related injury, an officer will be paid up to a full year's salary, which will be the net difference between worker's compensation benefits and the officer's salary, until either a Borough approved physician determines that the officer is capable of returning to work or until the officer's pension board places the officer on permanent disability. The Borough may choose to extend full salary beyond one year if circumstances so warrant. All procedures and requirements regarding a Borough designated physician as contained in (c) Abuse above also applies to section regarding work related injuries.

Section 4

Leave of absence without pay:

- a. A permanent employee who desires to engage in a course of study such as will increase his/her competence in his or her regular duties, with the approval of the Mayor and Borough Council, may be granted a special leave of absence for a period not to exceed six (6) months.
- b. An employee who is absent from work without official permission or fails to notify his/her immediate supervisor that he/she will not report for work that day shall be subject to appropriate disciplinary action and loss of pay.

Section 5

Total paid sick days allowed:

- a. After one year of service, officers shall be entitled to twelve (12) paid sick days per year. Sick days not used during the year shall be accumulated
- b. A record of unused sick days shall be kept and starting January 1, 1993 the Borough shall purchase back unused sick days when the officer leaves the department (except when discharged for cause) at 25% of the officer's current rate of pay.
- c. The maximum sick days to be accumulated for buy back will be one hundred (100) days. Additional days can be banked but not included towards the buy-back.
- d. Officers will receive an additional personal day the following year if there are no sick days used for the preceding calendar year.

ARTICLE IX - PERSONAL DAYS

Section 1

Each employee shall be eligible for three (3) days personal leave with pay per year that may be used for personal business. Personal leave time shall not be carried over into succeeding years. Except in emergency situations employees shall submit his or her request to the chief of police forty-eight (48) hours in advance of his/her intent to take his/her personal leave. Granting of personal day leave time shall be at the sole discretion of the Chief of Police.

Section 2

An additional personal day leave with pay shall be granted to each officer providing that during the preceding year, the individual officer is not determined by the Chief of Police to have been at fault with regard to any type of motor vehicle accident with any Borough police car involving damage to the police car or any other vehicles involved in excess of \$500.00. Granting of personal day leave time and decision regarding accidents shall be at the sole discretion of the Chief of Police.

ARTICLE X – INSURANCE

Section 1

Medical Benefit Plan: The Borough agrees to provide and assume all costs for health care insurance for both the employee and his immediate family as presently provided. The Borough also agrees to provide and assume costs of a dental, eyeglass, and prescription plan. The Borough reserves the right to change insurance carriers, implement self-insurance, or provide alternate insurance options as long as the value of the minimum level of benefits is maintained. If the changes to the benefits are optional, then the Police will be informed when the options are offered. If there are planned changes to the minimum benefit package, then the Police will need to approve the changes prior to the change. The Borough provided disability insurance will also apply to all full-time police officers. This insurance will be effective in 2003.

Section 2

Death Benefit: If an officer loses his life "in the line of duty" the Borough will continue to provide and assume all costs for the Medical Benefit plan described in Section 1. above, or equivalent, for his spouse and children until his children reach legal age and/or until his spouse either dies, remarries or is included in an alternate plan. Any child who is a full time student shall receive coverage as specified by the plan.

Section 3

The Borough will provide and assume all costs for the Medical Benefits plans described in Section 1 above, or equivalent, for any officer who is disabled "in the line of duty". Such coverage will cease if said officer becomes eligible for Medicare/Medicaid or shall be offered paid equivalent hospitalization coverage by a future employer. His/her spouse and children will also be covered until such children reach legal age and/or until the spouse dies, remarries, or is included in an alternate plan. Any child who is a full time student and under 21 shall receive coverage as specified in the plan.

Section 4

Having attained fifty (50) years of age and twenty five years of service with the Borough, a police retiree of the Borough will be covered by the Borough medical health insurance plan as described in Section 1 under Insurance until attaining the age of sixty-five (65). This benefit is only for the employee and not for the spouse or family members.

Section 5

The Borough of Wenonah agrees to provide and assume all cost for police Professional Liability Insurance for officers covered under this agreement.

ARTICLE XI - APPEARANCE ALLOWANCE

Section 1

The Borough agrees to pay for cleaning and maintenance of uniforms for officers under the Agreement up to a maximum of the following dollar amount per year per officer. Money to be paid quarterly to the officer.

2007	2008	2009	2010
\$750.00	\$750.00	\$750.00	\$800.00

ARTICLE XII - CLOTHING

Section 1

The Borough shall amply supply all officers with uniforms and equipment, including shoes and foul weather gear, as determined necessary by the Chief of Police, Mayor and Council, whose determination shall be final. All expenses for replacement of uniforms for Officers when worn out shall be borne by the Borough. Officers must submit written request for clothing and equipment to the Chief of Police and the Public Safety Chairperson.

ARTICLE XIII - POLICE TRAINING SCHOOLS

Section 1

The Chief of Police shall provide for posting of notices advising employees of the availability of schools and seminars. Officers must submit written request to attend schools or seminars to the Chief of Police and the Public Safety Chairperson.

Section 2

Employees attending police schools and/or seminars which are required by the Chief of Police in order to upgrade the performance and efficiency of the Department, shall be reimbursed for actual expenses incurred, including meals, tolls, and car mileage, in accordance with the schedule established herein:

- a. See current Borough policies for mileage payment (if employee's own car is used) and actual tolls.
- b. See Miscellaneous Allowances Section for meal payment where not provided as part of the school or seminar.
- c. The cost of said seminars, schools or additional training shall be at the expense of the Borough if the employee is required to attend. Employees may attend voluntarily with approval of the Chief of Police. However, the cost of such voluntary seminars, schools, or additional training shall be at the personal expense of the employee unless the Employee and Borough mutually agree upon alternative arrangements.
- d. All expenses must be covered with receipts, as per the Borough policies. (See Miscellaneous Allowances)

Section 3

The Chief of Police will ensure that each officer covered under this Agreement is given the opportunity to qualify twice a year with his/her departmental and off duty firearm and additionally given the opportunity to acquaint himself/herself with any other weapons as he/she may be required to use in the course of his/her duties, specifically familiarization with the 12-gauge shotgun by firing the same on the range under supervision of a range officer at the time of qualification. The Borough will supply ammunition. This section must be in agreement with any current New Jersey State Laws or New Jersey Attorney General opinions concerning firearms qualifications by Police Officers.

ARTICLE XIV - MISCELLANEOUS ALLOWANCES

Section 1

Meals: Meals at the rate not to exceed \$8.00 for breakfast, \$8.00 for Lunch and \$20.00 for dinner, will be paid by the Borough, when approved by the chief of Police in connection with an assignment outside the Borough in duration of four (4) continuous hours or longer. This is intended, to cover expenses when testifying in court actions, investigations, and for such other activities, as may be required by the Chief of Police. All expenses must be covered by receipts as provided in the Borough petty cash guidelines.

Section 2

Mileage: For the use of the employee's private car, the Borough policies will be followed. Receipts will not be required for expenses less than \$5.00 but such expenses must be itemized. Reimbursement in amounts up to fifty dollars (\$50.00) will be handled through petty cash. The mileage reimbursement rate will be adjusted to reflect any changes in the IRS standard mileage rate.

ARTICLE XV - **EQUIPMENT**

Section 1

The Borough shall equip each patrol car with a safety cage between the front rear seats.

Section 2

The Borough agrees to maintain all equipment in safe operating condition, except in emergency situations. The employee will not be required to drive a vehicle if it has been deemed unsafe by the Chief of Police. The officer is responsible for notifying the Chief of Police of any mechanical problems with the vehicles.

Section 3

The Borough shall provide one (1) shotgun with sufficient ammunition for each patrol car.

Section 4

No employee shall be required to perform any non-office function without radio communication at his / her disposal.

ARTICLE XVI - **COLLEGE INCENTIVE**

Section 1

For successful completion of courses, each Officer shall be entitled to a maximum of Five Hundred Dollars (\$500.00) per year reimbursement towards the cost of tuition and one hundred percent (100%) reimbursement for the cost of required books for college courses. Said courses and books must be related to employment as determined by the Chief of Police and shall be approved by the chairperson of the Public Safety Committee. For payment, receipts shall be presented to the Chief of Police along with a copy of the grades received in the courses. The following payment schedule shall apply for each course completed:

100% payment - Grade of A or B

75% payment - Grade of C

0% payment - Grade below C or incomplete

Section 2

The following incentives will be paid upon successful completion of the following

	2007	2008	2009	2010
1. EMT Certificate,	\$200.00	\$200.00	\$200.00	\$250.00
2 .FBI Academy Certificate,	\$350.00	\$350.00	\$350.00	\$400.00
3. Associates Degree,	\$350.00	\$350.00	\$350.00	\$400.00
4. Bachelors Degree,	\$600.00	\$600.00	\$600.00	\$650.00
5. Masters Degree, L/E	\$1100.00	\$1100.00	\$1100.00	\$1150.00

Incentives to be paid annually on or about November 30th. Only the highest degree of Associate, Bachelor's or Master's will be paid.

ARTICLE XVII - PROBATIONARY PERIOD

Section 1

New employees of the Department who have not served a probationary period shall serve a probationary period of one (1) year. During said probationary period they shall be paid at the patrol person 6th Class level as set forth in the Borough Salary Ordinance. Upon successful completion and following the recommendation by the Chief of Police and confirmation by Mayor and Counsel the officer shall advance to the 5th Class level of the salary guide as set forth herein. During the probationary year, the officer will be covered by the Borough employee's policies for those items not specified in this contract.

Section 2

The Borough reserves the right to hire a new officer at any class level should the Borough deem that the candidate's experience and qualification warrant. Following successful completion of the one (1) year employment period and, following appointment as a permanent patrol person, the new officer will remain at the same salary level for the following year. Beginning the third year he/she will move to the next class salary level if warranted.

Section 3

In the event of any negative recommendation, lack of recommendation, or recommendation other than to move the officer to the next level and in the event of any failure by the Mayor or council to confirm the recommendation of the Chief of Police, the affected officer shall have the right to file a grievance. Any grievance shall be in accordance with the grievance procedure set forth in the collective bargaining agreement.

ARTICLE XVIII - **LEGAL AID**

Section 1

If an employee is charged with a violation of the law as a result of acts committed by him/her in the performance of duties as an officer representing the Borough of Wenonah, the Borough shall reimburse the employee for the reasonable costs of the services of the attorney selected by the employee (subject to the Borough's approval as to said selection) to represent the officer. Said payment is conditioned upon the employee being found not guilty. The Borough shall also pay such other legal fees as provided by statute. Both parties prior to engaging of any selected attorney shall agree upon said fees. Nothing in this section shall supersede the subrogation of an officer's defense, his selection of an attorney, and any legal costs associated therein, to an insurance company retained by the Borough to provide liability insurance covering the Police Department, if such insurance covers any such matters or incidents involving an officer.

ARTICLE XIX - **PENSION**

Section 1

The Borough shall continue to make contributions into the Police and Firemen's Retirement System pension and retirement plan on behalf of those covered by this Agreement, according to the formula prevailing as of the date of the execution of this Agreement and upon the terms fixed by statutes and the laws of the State of New Jersey.

ARTICLE XX - **SAVINGS CLAUSE**

Section 1

In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any articles or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provision.

ARTICLE XXI - **DISCRIMINATION OR COERCION**

Section 1

There shall be no discrimination interference or coercion by the Borough or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the Borough nor the PBA shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE XXII - RETENTION OF BENEFITS

Section 1

The provisions of municipal ordinances and resolutions, applicable to the members of the unit, shall remain in full force and effect, except as specifically modified herein, during the terms of this Agreement and shall be as if incorporated in this Agreement and as if set forth herein at length.

ARTICLE XXIII - PEACEFUL RESOLUTION OF DIFFERENCES

Section 1

Both parties recognize the desirability of continual and uninterrupted operation of the Police Department and avoidance of disputes that threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have thereby removed any cause of work interruption. The PBA accordingly agrees, that it will not, nor will any person acting in its behalf, cause, authorize or support nor will any of its members take part in any strike. (i.e. that concerted failure to report for duty or willful absence from his/her position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employees duties of employment)

The above is interpreted that:

The PBA may be held liable for damages for "wild cat" strikers, unless the PBA in writing and publicly disavows the strike and notifies the strikers to return to work. The PBA agrees that any strike is a breach of contract and such act removes all impediment from and permits the Borough to dismiss or otherwise discipline employees taking part in that breach of contract.

ARTICLE XXIV - GRIEVANCE PROCEDURE

Section 1

Definition: For the purpose of this Agreement, a grievance is defined as a dispute between the Borough and any Employee covered hereby with respect to the alleged violation of a specific provision of this Agreement

Procedure: Any employee shall have the right to present a grievance as specified within.

Section 2

Step 1 - Chief of Police: Any employee who believes he or she has a grievance shall discuss it first with the Chief of Police in an attempt to resolve the matter informally at that level. If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee, he or she shall set forth his or her grievance in writing within ten (10) days of the date of the occurrence of the event giving rise thereto and presented, properly identified as a grievance to the Chief of Police specifying:

- a. The specific nature of the grievance and the contract clause violated.
- b. The results of previous discussion.
- c. The date and time of presentation.
- d. The relief sought.

The Chief of Police shall communicate his/her decision to the employee within ten (10) days of receipt of the written grievance.

Step 2 - Chairperson of the Public Safety Committee: In the event the employee remains dissatisfied, he or she shall, no later than seven (7) days after receipt of the Chief of Police's written decision, appeal to the Chairperson of the Public Safety Committee. The appeal to the Chairperson of the Public Safety Committee must be made in writing, as submitted to the Chief of Police, specifically detailing the employee's dissatisfaction with the decision previously rendered. The Chairperson of the Public Safety Committee or designee shall attempt to resolve the matter as quickly as possible, within a period not to exceed twenty-one (21) days. The Chairperson of the Public Safety Committee or designee shall communicate his/her decision in writing to the employee and to the Chief of Police.

Step 3 - Mayor: If the grievance remains unresolved to the employee's satisfaction, he/she may, no later than seven (7) days after receipt of the Chairperson of Public Safety Committee decision, request in writing a review by the Mayor. All previous documents shall be submitted to the Mayor with such written request for review and he/she shall render a decision no later than twenty-one (21) days after receipt of the grievance. The Mayor may, if he/she so desires, indicate a designee to hear and resolve such grievance.

Step 4- Arbitration: In the event settlement of the grievance is not reached in step 3, the matter may be appealed through the Arbitration procedure hereinafter established. Notification of appeal to arbitration shall be made known to the other party in writing with in twenty-one (21) days subsequent to the date of receipt of the derision rendered in step 3. In the event arbitration is required, the parties shall endeavor to mutually agree upon an arbitrator. If the parties fail to agree on such arbitrator, they shall jointly request the American Arbitration Association to furnish a panel of five (5) capable arbitrators each party shall have the right to reject one (1) panel member so submitted. The party requesting arbitration and the borough of Wenonah representative shall each alternately strike two (2) names from the agreed panel and the remaining individual shall be the arbitrator. The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator as set forth shall be restricted to a determination of whether or not there has been a violation of the Agreement as alleged in the written grievance and to the appropriate remedy. The arbitrator shall have no authority in any case to add to, subtract from, or alter in any way the provisions of this Agreement.

Section 3

Miscellaneous:

a. In the event a grievant is represented by himself/herself or by an attorney the PBA shall be notified by the grievant and shall be permitted to be present at all grievance meetings if such be held. Copies of all correspondence shall be forwarded by the grievant to the PBA under such circumstances.

b. Failure to file or appeal grievances within specified time limits shall constitute a waiver and settlement of the grievance.

c. Failure of the Borough of Wenonah representative to give his/her answer within the time limits provided at any step of the grievance procedure will automatically advance the grievance to the next step of the grievance procedure, provided there shall be no waiver of the written notification requirements of Section 2, Step 4.

d. It is understood and agreed that nothing herein contained shall prevent either the Borough of Wenonah or the PBA and/or grievant from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.

e. Neither the Borough of Wenonah nor the PBA shall subject any employee grievant or employees appearing on behalf of or in opposition to such a grievant to reprisals for participation in the grievance procedure. The grievance papers shall be filed in the employee's file unless all grievance papers are filed therein.

f. It is understood that employees shall, during and notwithstanding the pertinence of any grievance, continue to observe all assignments and applicable rules and regulations of the Borough until the results of such grievance and effects thereof have been fully determined.

g. The decision of the arbitrator shall be binding on both parties and appeal to the Court is waived except as to issues of procedure and enforcement of such award.

h. The arbitrator shall not have the power to award costs or attorney fees to either party.

ARTICLE XXV - **DEFINITIONS**

Section 1

Law Enforcement Arm of the Borough of Wenonah: Refers to individually or collectively the following; Sergeant, Chief of Police, Borough Prosecutor, Chairperson of the Public Safety Committee, Mayor, Council Members of the Public Safety Committee and Borough Council.

Section 2.

In the Line of Duty: Defined as engaged in carrying out the duties and responsibilities assigned to a police officer while either on active duty or when responding during an emergency situation while off duty.

Section 3

Political Activity: Activities related to the actions and efforts involved in influencing the political opinions and ballots of other persons. Such activities may include oral discussions, letter writing, telephoning, participation in public meetings, and soliciting or tendering monetary contributions.

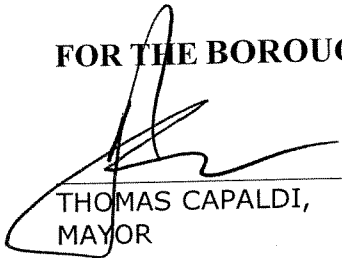
ARTICLE XXVI - DURATION

Section 1

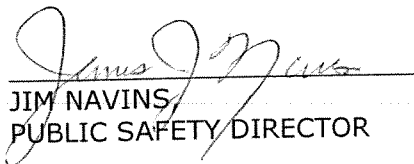
This Agreement becomes effective January 1, 2007 and shall terminate on December 31, 2010. This Agreement shall remain in effect during any period beyond December 31, 2010 until such time as a new agreement is signed between the parties (N.J.S.A. 34:13A-21)

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first aforesaid.

FOR THE BOROUGH:




THOMAS CAPALDI,
MAYOR




JIM NAVINS,
PUBLIC SAFETY DIRECTOR

FOR THE PBA LOCAL 122:



VERNON MARINO, NEGOTIATOR
PBA LOCAL #122



AMY STRANAHAN, NEGOTIATOR
WENONAH POLICE

Attachment I
Wenonah Police Contract
January 01, 2007 thru December 31, 2010

Sit and Reach

	<u>Up to 29 years old</u>	<u>30 to 39 years old</u>	<u>Over 39 years old</u>
100%	25" and above	26" and above	23" and above
90%	19" to 25"	19" to 26"	16" to 23"
80%	16" to 19"	15" to 19"	12" to 16"
70%	10" to 16"	8" to 15"	5" to 12"
60%	8" to 10"	6" to 8"	4" to 5"
Not Eligible	Below 8"	Below 6"	Below 4"

Illinois Agility Run

	<u>Up to 29 years old</u>	<u>Over 29 years old</u>
100%	16.1 and below	16.2 and below
90%	16.2 to 17.7	16.3 to 18.1
80%	17.8 to 18.6	18.2 to 19.1
70%	18.7 to 20.2	19.2 to 21.0
60%	20.2 to 21.7	21.0 to 22.5
Not Eligible	Over 21.7	Over 22.5

Pull-ups

	<u>Up to 26 years old</u>	<u>27 to 39 years old</u>	<u>Over 39 years old</u>
100%	20+	18+	16+
90%	16-19	14-17	12-15
80%	12-15	13-13	8-11
70%	8-10	6-9	4-7
60%	6-8	4-6	3-4
Not Eligible	Below 6	Below 4	Below 3

Sit-ups (One Minute)

	<u>Up to 29 years old</u>	<u>30 to 39 years old</u>	<u>Over 39 years old</u>
100%	51+	45+	39+
90%	40-50	34-44	26-38
80%	35-39	29-33	19-25
70%	24-34	18-28	6-18
60%	20-24	14-18	5-6
Not Eligible	Below 20	Below 14	Below 5