

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWNSHIP OF GREENWICH
AND
NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, LOCAL #122
JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

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AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT made and entered into by and between the **TOWNSHIP OF GREENWICH**, in the County of Gloucester and State of New Jersey, hereinafter referred to as “Employer” or “Township” and the **New Jersey Policemen’s Benevolent Association, Local #122**, hereinafter referred to as “PBA”, is entered into this 15th day of September, 2014, and is designed to promote the harmonious working relationship between the Employer and the PBA in order that more efficient and more progressive public service be rendered to the citizens of the Township of Greenwich.

WITNESSETH:

WHEREAS, as a result of collective bargaining, an agreement intending to promote and improve the working relationship between the parties and concerning benefits, wages, hours of work and working conditions of employment has been negotiated; **NOW, THEREFORE**, be it agreed as follows:

ARTICLE I

RECOGNITION OF THE UNION AND WORK POSITION

1. The Employer recognizes the PBA as the sole and exclusive collective bargaining agent for all employers of the bargaining unit.
2. The Township of Greenwich hereby recognizes the New Jersey State Policemen’s Benevolent Association, Local No. 122, as the sole and lawful bargaining agent for the officers of the Township of Greenwich Police Department. As per the provisions of the New Jersey Employer-Employee Relations Act of 1968, the following agreement is effective as to all employees in the bargaining unit.
3. This Agreement shall be binding upon the successors and assignees of the parties

and no provision, term, or obligation herein shall be affected, modified, altered or changed in any respect by any change in the status of management of either party.

4. The bargaining unit is comprised of: Lieutenants, Sergeants, Detectives, Detective Sergeants, and Patrolmen (classes 1 to 7 inclusive). The positions of Chief and Captain shall be deemed to be management positions, and not includable in this Agreement. Dispatchers are not part of the bargaining unit.

5. The Employer agrees to allow any member of the bargaining unit that becomes any elected officer of PBA Local No. 122 or the New Jersey State PBA time off, when on duty, to attend and to preside over the monthly meetings of the State PBA and Local No. 122. It is understood that the time off given to the member of the bargaining unit is with pay and without penalty and that he or she will be away from his or her assigned duties only for the duration of the meeting with allowance for reasonable travel time to and from the meeting varying with its location. It is further agreed to and understood that if the bargaining unit member's shift is short handed with only one remaining officer to patrol the Township, the Chief of Police will authorize overtime for a second officer to be called in to supplement the short handed shift.

ARTICLE II

DESIGNATED MANAGEMENT RIGHTS

It is recognized that the management of the Division of Police in the Department of Public Safety, the control of properties and maintenance of order and efficiency, is solely the responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, hire, suspend, or discharge for just cause, assign, promote, or transfer to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, decide the number and location of its facilities and stations, to

determine the work to be performed within the unit, maintenance and repair, amount of supervision if necessary, machinery and equipment, methods, schedules of work, together with the selection, procurement, designing, engineering, and the control of equipment and materials, purchases, services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE III

NON-DISCRIMINATION

There shall be no discrimination, interference, or coercion by the Employer or any agents against the PBA or any of its members. The parties shall adhere to all state and federal law prohibiting employment discrimination.

ARTICLE IV

MAINTENANCE OF WORK OPERATIONS

The parties agree that there shall be no lock-outs, strikes, work stoppages, sick outs, or slow downs during the life of this Agreement. No officer or representative of the PBA shall authorize, instigate, or condone any such activity, nor shall any employee participate in any such activity. It is understood that violations of the provisions of the Article may subject any employee participating in or condoning such activity to disciplinary action by the Township. Such disciplinary action may include termination of employment, or any other appropriate form of lesser discipline.

The parties recognize that under New Jersey law, public employees do not have the right to strike.

The Employer shall not be required to discuss, negotiate, or hear or rule on any problem

or grievance related to any strike or other work stoppage or slow down until such time as such prohibited acts are discontinued.

ARTICLE V

PROBATIONARY PERIOD; WAGES

1. During the first one year of employment, an employee is considered a probationary employee and the employer may terminate his employment without challenge by either the Employee or the Union and without resort to the grievance procedure or any other hearing procedure. This provision shall not affect his/her eligibility for benefits.

2. There shall be seven classes of patrolman with the seventh class being the lowest. Officers will graduate through the classes upon each anniversary of his/her date of appointment as a police officer until he/she reaches first class.

3. The Seventh class patrolman will be an entry level position for officers who do not possess New Jersey PTC certification and a minimum of one year law enforcement experience when hired.

4. The Sixth class patrolman will be entry level for those officers who are New Jersey PTC certified and have at least one year law enforcement experience.

5. The Township may at its discretion hire a police officer at a higher classification commensurate with that officer's experience.

6. The salary of all patrolmen, sergeants, detectives, and lieutenants is set forth in the following Salary Schedule, reflecting annual increases of 1.5% in 2014, 1.75 in 2015 and 2.0% in 2016. Salaries in this Schedule do not reflect longevity, which will be incorporated into the base salary of those employees who are entitled as per Article V, Section 8 of this Agreement.

SALARY SCHEDULE

Title	2013 Base Salary	2014 1.50% Increase	2015 1.75% Increase	2016 2.0% Increase
Lieutenant	\$94,900.15	\$96,323.36	\$98,009.31	\$99,969.50
Sergeant	\$91,534.47	\$92,907.48	\$94,533.36	\$96,424.03
Detective Sgt.	\$91,534.47	\$92,907.48	\$94,533.36	\$96,424.03
Detective	\$87,717.80	\$89,033.56	\$90,591.65	\$92,403.48
Patrolman 1 st	\$86,037.83	\$87,328.39	\$88,856.64	\$90,633.77
Patrolman 2 nd	\$69,801.53	\$70,848.55	\$72,088.40	\$73,530.16
Patrolman 3 rd	\$59,993.65	\$60,893.55	\$61,959.19	\$63,198.37
Patrolman 4 th	\$51,202.74	\$51,970.78	\$52,880.26	\$53,937.87
Patrolman 5 th	\$46,565.34	\$47,263.82	\$48,090.93	\$49,052.75
Patrolman 6 th	\$44,362.09	\$45,027.52	\$45,815.50	\$46,731.81
Patrolman 7 th	\$42,157.70	\$42,790.06	\$43,538.89	\$44,409.66

7(a). Members of the bargaining unit shall receive, in addition to the base salary, longevity compensation upon the completion of full years of service with the Township of Greenwich Police Department as of January first of each year as set forth below. This compensation shall be calculated on base salary.

(b). Effective January 1, 2011 and every year thereafter, longevity shall be as follows:

- a. After 5 years of service.....2%
- b. After 10 years of service..... 4%
- c. After 15 years of service.....6%
- d. After 20 years of service.....8%

8. All members of the bargaining unit will have their longevity compensation incorporated into, and it shall become part of, their base salary and subject to all deductions as base pay. The longevity compensation disbursement shall be paid to employees in twenty-six

equal disbursements.

9. There shall be no credit for time spent as a dispatcher regarding the calculation of years of service for longevity purposes for any employee hired after October 1, 1989.

10. When a non-ranking officer is in charge of a shift, that officer will be compensated at Sergeant's salary while serving in that position.

ARTICLE VI

HEALTH AND INSURANCE BENEFITS

Benefits for Active Employees

Medical and Prescription

1. The Township shall continue to maintain and provide full medical and prescription coverage at the Township's expense, subject to the employee contribution requirement of P.L. 2011, Chapter 78 and the provisions of this Article, for employee and their families in accordance with the terms of the "Active PPO Plan-Greenwich Township" which first became effective January 1, 2001, and which is described in Exhibit "A" attached hereto, or the equivalent thereof. References herein to "family" or "families" includes the spouse and eligible dependents, unless specifically stated otherwise.

2. Benefits, co-payments and deductible amounts shall be as described under the plan in paragraph one (1) of this Article, subject to the following modifications:

a. co-payments for office visits shall be fifteen (\$15.00) dollars;

b. co-payments for generic drugs shall be ten (\$10.00) dollars, and co-payments for brand name drugs shall be twenty (\$20.00) dollars; and

c. there shall be no reimbursement for any portion of the co-insurance payment for out of network services for which bargaining unit members are responsible under the Plan,

nor shall there be any reimbursement for any "Office Visit" co-payments.

3. The prescription program shall be subject to the following:

a. retail prescriptions shall be limited to a thirty (30) day supply;

b. mail order prescriptions shall be a three-month supply for two times (2x) the brand name or generic drug co-payment;

c. automatic substitution for generic drugs at retail and mail order, unless the doctor indicates no substitution; and,

d. for maintenance drugs, mandatory use of mail order after second retail refill.

Vision and Dental

4. The Township will pay for each employee and family to receive an eye examination and prescription glasses or contacts each year. The total cost of this benefit shall not exceed \$350 per year per family.

5. Employees shall receive the New Jersey Dental Service Plan, NJBPA – sponsored plan designed as Program 1 and orthodontic rider. Employees not married shall be enrolled as single members. Those members of the bargaining unit that are married but have no children shall be enrolled as two (2) parties, and those employees who are married and have children shall be enrolled as family members. Should any employees become married, have children, or become divorced, the Township should be notified as soon as possible so that the employee's enrollment in the dental service plan can be modified to ensure that the employee is appropriately protected and at the same time the Township is not paying for unnecessary coverage.

It is the intent of this Agreement that even if an employee becomes a widow/widower or divorced, that the employee's children shall continue to be covered by the plan in effect.

Employee Premium Contributions

6. Effective January 1, 2014, employees shall contribute towards the cost of health insurance in accordance with the provisions of P.L. 2011, Chapter 78. Employees who waive health care coverage shall not be subject to a contribution requirement for the waived coverage. Employee contributions shall be made on a pre-tax basis, pursuant to an IRS Section 125, salary reduction premium only plan, in accordance with the Township's regular payroll practices. Contributions for employees retiring after January 1, 2014, if any, shall be governed by the provisions relating to retiree coverage in this Agreement and any applicable statutory provisions under P.L. 2011, Chapter 78.

Opt Out Program

7. Eligible employees covered by this Agreement may choose, in writing to waive insurance coverage. Participation is voluntary and is intended for those eligible employees who demonstrate that they are covered by health insurance through another source. Employees who opt out of the husband and wife, parent/child, or family plan shall be paid \$3,500 annually, and those who opt out of a single plan shall be paid \$1,750 annually. Eligible employees who choose to waive coverage and then lose insurance benefits, shall then be eligible to re-enroll in the Township's medical plan. The provisions of this opt-out program are governed by N.J.S.A. 40A:10-17.1.

Life Insurance

8. The Township shall pay the cost of and maintain a life insurance policy that will pay the beneficiary of the employee ten thousand dollars (\$10,000.00). This policy shall remain in effect until the last day of the insurance month in which that employee leaves the job or retires.

Weekly Disability Insurance

9. The Township shall provide each employee with weekly income insurance in the amount of three hundred (\$300.00) dollars per week. The Township shall be the beneficiary of the weekly income insurance as long as they are paying the employee's salary. When the employee's sick leave is used up and the Township stops paying his salary, the weekly insurance shall be paid to that employee.

Benefits Upon Retirement

10. Any employee who retires from the Greenwich Township Police Department in good standing shall be eligible to receive fully paid retiree medical and prescription insurance coverage for himself, and family, until he becomes deceased, subject to the applicable retiree contribution requirements of P.L. 2011, Chapter 78 and the provisions and restrictions of this Article.

a. Retirement must be in good standing with 25 years of credited service with the Police and Firemen's Retirement System (PFRS). For employees hired after January 1, 2010, 25 years of the years must be with the Township to be eligible for health and prescription benefits upon retirement. At its discretion, the Township may decrease the number of required years of Township service necessary for eligibility for retiree medical benefits, if the Township deems it appropriate with respect to the hiring of an experienced officer with prior pension service credit.

b. Employees who retire after January 1, 2010 who are eligible, either on their own account or through their spouse, must enroll for Medicare Parts A and B (or any successor program), at their own expense, to be eligible for continued coverage through the Township. The Township's insurance will then become secondary to Medicare.

c. Employees hired after January 1, 2014 will be entitled to coverage for the employee and the employee's family until the employee reaches age 65, at which time the employee will have the option of buying a supplemental group plan, through the Township, at the employee's expense, for the employee and family.

d. A retiring employee receiving coverage through any other source is not entitled to Township coverage. Upon loss of such coverage, the employee will be entitled to enroll or re-enroll for Township coverage.

e. In the event that legislation is enacted which permits the employer to pay for medical benefits upon retirement with twenty (20) years of credited service, this provision will be applied to members of this bargaining unit.

f. Employees who retire after January 1, 2010, shall be entitled to the identical medical and prescription benefits at the time of retirement (excluding dental and vision), as were in effect for active employees at the time the employee retired, as the same may be changed from time to time as a result of negotiations between the Union and the Township.

g. The Township shall pay for all medical and prescription benefits for the employee and his family if the employee retires upon a PFRS disability pension after 10 years of employment with the Township, increased to 15 years of employment at the time of the signing of this Agreement.

h. All of the provisions pertaining to those bargaining unit members who retired prior to January 1, 2010 which are set forth in the 2009-2013 negotiated agreement, shall remain in full force and effect and are incorporated herein in their entirety by reference.

Contributions By Employees Upon Retirement

1. Subject to any applicable retiree contribution requirements of P.L. 2011, Chapter 78 and the requirements of this Article relating to eligibility for retiree benefits, the following contribution requirements are applicable to employees retiring on or after January 1, 2014:

(1) Employees with less than 20 years of credited service in one or more State or local administered retirement systems as of June 28, 2011, shall contribute towards the cost of coverage in accordance with the applicable requirements of P.L. 2011, Chapter 78.

(2) Employees with 20 or more years of credited service in one or more State or locally administered retirement systems as of June 28, 2011, are exempt from the contribution requirements of P.L. 2011, Chapter 78 and shall not be required to contribute to the cost of coverage.

Miscellaneous

11. The Township will pay all medical bills for injuries or illnesses sustained in the line of duty.

12. If an employee is killed in the line of duty, his widow and eligible dependents shall receive all medical, prescription and dental benefits to which the employee was entitled at the time of death. The benefits for the widow shall continue until such time as the widow remarries and for the dependents consistent with the terms of this Article.

13. The Township shall pay for all medical and prescription insurance coverage for the widow/widower of an employee who has completed ten (10) years of employment with the Township, until such time as the widow remarries.

14. The Township shall make dependent coverage in its health and prescription plans available for an employee's adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will be terminated at the end of the year in which the child turns 26 years of age

15. The PBA and the Township recognize escalating cost of health care as a mutual concern. The parties agree to continue to explore and implement, where feasible, cost containment alternatives through the negotiation process during the term of this agreement.

16. Pursuant to P.L.2011, Chapter 78, the Township shall provide a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

ARTICLE VII

BEREAVEMENT LEAVE

1. All members of the bargaining unit shall be granted special leave, with pay, because of death in the family. Such leave shall start when requested to ensure time off to attend the funeral. Time off shall be set forth below:

- a. Death of a spouse, son or daughter 5 days leave
- b. Death of a mother, father, brother, sister or grandchild 3 days leave
- c. Death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents of employee and spouse, uncle, aunt, cousin, niece or nephew of employee. 1 day leave

This day may be taken either on the day of the funeral

or within two days before or after the funeral
to allow time for travel and/or family matters.

ARTICLE VIII

HOLIDAY AND PERSONAL LEAVE

1. All members of the bargaining unit shall be entitled to compensation for the following holidays:

- a. New Year's Day
- b. Washington's Birthday
- c. Good Friday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veteran's Day
- h. General Election Day
- i. Thanksgiving Day
- j. Christmas Day
- k. Birthday of the employee
- l. Martin Luther King Day

Each member of the bargaining unit shall be entitled to compensation for a holiday at the rate of eight (8) hours straight time. The twelve above holidays shall be incorporated in the employee's annual salary commencing January 1, 1986 (8 hours x 12 = 96 hours added to annual salary).

2. In the event that a member of the bargaining unit is required to work on any day set forth in paragraph One (1) of this Article, the rate of compensation shall be computed at straight time times (x) one half ($\frac{1}{2}$) the total number of hours worked on that day.

3. Distribution of all holiday pay shall be made within the pay period that the holiday is worked.

4. Each member of the bargaining unit shall be entitled to four (4) personal days

leave annually. Each member will be permitted to take personal days upon request with the exception of holidays. The employee must give at least twenty-four (24) hours notice to the Employer with the exception that one personal day may be taken without such notice for an emergency, which is defined as an unforeseen occurrence, which necessitates the presence of the employee, regarding a matter which the employee is unable to resolve outside of the work day. In the event it is subsequently found that the occurrence does not meet the definition of an emergency, use of the day as a personal day may be disallowed by the Chief.

5. Employer shall give a personal day to each employee who goes six consecutive months with no lost time due to illness or injury. The day shall be used during the six-month period immediately following the day it is given.

ARTICLE IX

VACATIONS

1. Members of the bargaining unit excluding detectives, shall receive an annual vacation in accordance with their years of service with the Township as set forth in Schedule A below:

Schedule A
Vacations

- a. After fifty (50) weeks of service. 72 hours/6 days
- b. After two (2) years of service. 108 hours/9 days
- c. After five (5) years of service. 156 hours/13 days
- d. After ten (10) years of service. 192 hours/16 days
- e. After fifteen (15) years of service. 216 hours/18 days
- f. After twenty (20) years of service. 240 hours/20 days

2. The vacation schedule shall be approved by the Chief of Police or his designee so as not to interfere with the operation of the Department. The vacation of each member of the bargaining unit shall be approved in accordance with the current practice of the Department and

shall consider the seniority of the member of the bargaining unit.

3. Unit members shall retain the right to submit vacation requests on a daily basis subject to the limitation that no more than one member be on vacation for each calendar day of the year. When scheduling permits and only upon the discretion of the Chief of Police and upon his written approval, more than one member can be on vacation in the same calendar day of the year. The first pick shall be prime vacation. The prime pick shall not exceed the number of working days the employee is scheduled to work in that week. In regard to all other vacation days, unit members shall have the option to submit vacation requests in increments of one (1) day or more provided that such scheduling does not cause the Township to incur overtime to cover the days of the vacationing employee and provided such a request is made at least twenty-four (24) hours in advance. One day equals the total number of hours scheduled to work in a daily shift.

4. In the event of a return to an eight hour day of patrol personnel, vacation Schedule A shall terminate and be replaced by vacation Schedule B upon commencement of the eight (8) hour day schedule.

5. Detectives shall receive annual vacation in accordance with their years of service as set forth in Schedule B below:

Schedule B

- a. After fifty (50) weeks of service..... one (1) week and two (2) days
- b. After two (2) years of service..... two(2) weeks and two (2) days
- c. After five (5) years of service..... three (3) weeks and two (2)days
- d. After ten (10) years of service..... four (4) weeks and two (2) days
- e. After fifteen (15) years of service..... four (4) weeks and four (4) days
- f. After twenty (20) years of service..... five (5) weeks and three (3) days

NOTE: One (1) week = forty (40) hours
One (1) day = eight (8) hours, under Schedule B

ARTICLE X

SICK LEAVE

1. Each member of the bargaining shall receive sick leave of one and one-quarter (1 ¼) days per month of employment starting with the date of hire and shall be carried over on an unlimited basis. No sick leave shall be used by an employee while that employee is in his or her probationary period.

2. The Employer 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.

3. For all injuries or illnesses incurred in the line of duty, the member of the bargaining unit shall receive up to twelve (12) full months of sick leave with pay. The Side-Letter Agreement entered into by the Township, PBA 122 and the Greenwich Township Dispatchers Association concerning sick leave donation is incorporated herein and applicable to each member of the bargaining unit.

4. All time used as sick leave shall be compensated as time actually worked within the eighty-four (84) hour work period, with the exception as follows:

It is understood and agreed that employees who are absent for more than fourteen (14) consecutive days shall not accrue compensatory time for that entire absence.

5. After the first day off for illness, the Chief of Police or designee shall go to the overtime schedule and call the employee with the least amount of hours worked for overtime. If that employee turns down the overtime, the Chief will go down the list and call all available persons and, if no one wants that shift overtime, then the first person called shall be called again and he/she shall work the shift for overtime. Any employee who has called out sick may not

work overtime until after completing his or her first regular shift upon return to duty.

6. Any member of the bargaining unit who retires from the Township in good standing shall be entitled to compensation for any unused sick leave that the employee has accrued during the employee's years of service with the Township. Said compensation shall be calculated pursuant to paragraphs 7 and 8 below.

7. The compensation will be determined by using the employee's daily rate of compensation, at the time of his retirement, multiplied by the number of unused sick days accrued by the employee, which will determine the value of the unused sick leave accrued by the employee. The Township will pay the employee 35% of the value of the unused sick leave, upon retirement. For officers hired after January 1, 2010, this 35% sick leave payout upon retirement shall be capped at \$15,000.

8. This payment shall be paid in two annual payments in the calendar years following the officer's retirement, with fifty (50%) percent to be paid in January of the first year and fifty (50%) percent to be paid in January of the second year. The payments are to be made directly to the officer and/or his or her estate upon death.

9. Officers may sell back up to 5 days of their current annual allotment of unused sick time at 35% of the value of the five days, provided they have a minimum balance of 500 hours of accrued sick time at the time of the sell back. Payment shall be made by separate check in the second pay period in December of the year in which the sick leave was earned.

ARTICLE XI

CLOTHING MAINTENANCE/EQUIPMENT

1. The employer will pay for all new uniforms and related police equipment as needed.

2. The maintenance and cleaning of uniforms and related equipment will be fully paid by the Township as is present policy.

3. In regard to non-uniformed members of the unit, detectives shall receive a clothing allowance of \$950.00., which shall be made by separate check. Detectives are to receive the costs of one pair of shoes per year. The costs not to exceed the cost of shoes provided for patrol officers. Detectives shall receive annually as reimbursement for cleaning in an amount equal to the average cost of uniform cleaning paid by the Township the previous year for uniformed officers. The Township shall make this disbursement in the month of January.

4. The Township shall include body armor as part of uniform equipment and provide for its replacement as per manufacturer's recommendation.

ARTICLE XII

OVERTIME PAY

1. Each member of the bargaining unit, excluding detectives, shall be compensated as on an eighty-four (84) hour work period. The work period shall consist of two (2) consecutive calendar weeks. Eighty (80) hours shall be paid in straight time and four (4) hours shall be taken in compensatory time. For the initial eighty-four (84) work period, each member shall be entitled to compensation in the form of pay or compensatory time for all time actually worked in furtherance of his/her police duties, as above. When the employee is required to work more than the eighty-four (84) hours in any one (1) work period, he/she shall be entitled to pay at the rate of one and one-half (1 ½) times his/her regular hourly rate.

2. Overtime shall be required. Insofar as practical, the Employer shall attempt to distribute overtime equitably. An overtime list shall be maintained by the Employer and such list shall be posted and kept current on a weekly basis.

3. Compensatory time is defined as entitlement to time off equal to the number of hours earned provided the scheduling of such compensatory time would not cause the Township to incur the payment of overtime. Compensatory time accrued within a six (6) week period, shall be taken within that six (6) week period when scheduling permits without the Township incurring overtime costs. Any member of the bargaining unit may credit accrued compensatory time to sick leave in lieu of taking days off, not to exceed four (4) sick days a year.

4. Bargaining unit members agree to accept compensatory time calculated at time and one half in lieu of paid overtime for any hours they work which exceed the current eighty-four for the purpose of attending any non-mandated school and/or in-service training. Non-mandated schools and training for purposes of this section are any schools or training that is not mandated by the State, but is authorized or ordered by the Employer.

5. Employees agree to accept compensatory time calculated at time and one-half in lieu of paid overtime for time spent in attendance of departmental meetings. Lieutenant and Sergeants will receive compensatory time up to eight (8) hours annually, and all other officers will receive compensatory time up to six (6) hours annually. Any hours which exceed the limits of this section, will be compensated monetarily at one and one-half that employee's hourly rate.

6. Detectives shall receive compensatory time at the rate of time and one-half each hour worked for the 81st through the 88th hour worked in a pay period, and paid at the rate of time and one half for all hours worked above 88 hours in a pay period.

7. A detective shall be paid one and one-half (1½) times his/her hourly rate for all hours worked on a holiday.

8. A detective on call on Saturday and/or Sunday shall receive compensation of two hours straight pay per day of the weekend he/she is on call. If the detective on call is actually

required to work on the Saturday and/or Sunday, he/she shall be entitled to receive two (2) hours straight pay given by this Article for the day or days he/she is required to work.

9. A detective temporarily assigned to patrol duty shall be paid his/her detective's salary. All other rights and privileges of such detective temporarily assigned to patrol duty shall be the same as an officer with the patrol division.

10. Officers who are assigned to patrol will be compensated with four (4) hours straight pay for any change in regular work schedule with less than ninety six (96) hours notification to the employee of such change. Employees will only be entitled to one four (4) hour compensation per seven (7) day work week. The work week as it pertains to this section will be Sunday to Saturday to be consistent with existing pay periods.

11. Officers assigned to the K-9 unit shall perform two (2) different types of work; (1) their regular duties as police officers, and (2) the care and training of the canines assigned to them.

a. There is hereby established a separate, *bona fide* hourly rate of pay for canine care and training, which hourly rate is \$8.25 per hour. It is understood and agreed that this separate, *bona fide* hourly rate of pay equals the current applicable statutory minimum wage now in effect. Should the applicable statutory minimum wage be modified, the separate *bona fide* hourly rate of pay set forth herein shall be similarly modified.

b. The separate, *bona fide* hourly rate for canine care for canine care and training shall apply to all time during which K-9 officers perform canine care and training work outside of their regular police duty hours; provided, however, that no officer shall perform more than four (4) hours per week of canine care and training work outside of their regular police duty hours without the express prior authorization of the Township.

c. Pursuant to 29 U.S.C. 785.23, the Township and PBA hereby agree that all officers shall be credited with four (4) hours overtime compensation each week, based on the separate *bona fide* rate of \$8.25, as compensation for canine care and training work outside of their regular police duty hours. The first forty (40) hours of overtime compensation under this paragraph shall be in the form of compensatory time, at the rate of one and one-half hours accrued for every hour credited, resulting in a maximum total of sixty (60) accrued compensatory hours per year. The remaining overtime compensation shall be in the form of pay at the rate of time and one-half, resulting in a maximum total payment of \$1,298.64 per year. Any canine care and training in excess of four (4) hours per week, for which prior express authorization was received, will be compensated in accordance with law, based on the separate *bona fide* rate of \$8.25.

d. Officers assigned to the K-9 unit shall receive \$250.00 per year for food for the canine. This shall be dispersed on or about January 1st of each year. Current procedure for food purchasing shall continue.

e. The Township shall pay the yearly veterinary maintenance fee and any emergency veterinary care that may be needed for the canine at the veterinary hospital of the Township's choosing.

f. The Township will provide, maintain, and replace any equipment as needed for the canine or the handler.

g. All officers assigned to the K-9 unit shall, as a condition of their assignment, be required to acknowledge in writing their acceptance of the conditions set forth in paragraphs a-g above prior to commencing their K-9 assignment.

ARTICLE XIII

GRIEVANCE PROCEDURE

1. The term "Grievance" as used in this Article shall mean a complaint by a member of the bargaining unit against the Employer alleging a failure to comply with any of the provisions of this Agreement and/or concerning the meaning or application of the terms of this Agreement or any right which that employee may have under the laws of the State of New Jersey or the United States. The following grievance procedure constitutes the sole and exclusive method for resolving grievances between the parties and shall be followed in its entirety unless any step is waived by the mutual consent of the parties.

Step One. The aggrieved employee or his representative shall institute a grievance under the provisions of this Article, in writing, within 10 days of the occurrence of the alleged grievance. A genuine and sincere effort shall be made to settle the dispute between the PBA and the Chief of Police. Failure to file the grievance within 10 days of its occurrence shall be deemed an abandonment of the grievance. The PBA representative shall meet with the Chief of Police and discuss the grievance with him/her, informally. The Chief shall render his written decision within five days after the discussion of the grievance with the PBA representative. Failure to render a written decision within five days shall permit the PBA to automatically move to Step 2. For purposes of computation, the five days mentioned herein shall not include Saturday, Sunday, or holidays.

Step Two. In the event that the grievance has not been resolved at Step One, the aggrieved party shall, in writing and signed, file a grievance with the Director of Public Safety within five calendar days following the conclusion of Step One. The PBA representative and the Director of Public Safety shall meet and discuss the grievance. The Director of Public Safety

shall render a written decision within five calendar 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 Three.

Step Three. In the event that the grievance has not been resolved at Step Two, the PBA shall, in writing and signed, file a grievance with the Public Safety Committee. The PBA and Public Safety Committee shall meet to discuss the grievance within 15 days of the filing of said grievance. If the meeting does not take place within 15 days or if a written decision is not forthcoming within five (5) days of the meeting, the grievance is deemed to be denied and it may progress to Step Four.

Step Four. 1. In the event that the grievance has not been resolved in any of the steps set forth above, the matter may be referred to arbitration. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party within 10 calendar days following the termination of Step Three. The arbitration petition shall be filed with the Public Employment Relations Commission and the hearing shall be conducted in accordance with the rules and regulations of that agency. The cost of the arbitrator shall be borne equally by the parties. The decision of the arbitrator shall be final and binding upon the parties. Each party shall bear the expenses for the presentation of its case, including the payment of any witness who may testify and thus not be able to attend his/her scheduled work assignment.

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

3. The PBA representative shall have the right to be present at all steps of the grievance procedure. In the event that his/her attendance is during her/her scheduled working hours, he/she shall suffer no loss of pay.

ARTICLE XIV

REIMBURSEMENT OF MILEAGE EXPENSES

Any member of the bargaining unit who uses his/her own vehicle in the course of his/her duties or as transportation to any police function authorized by the Chief of Police shall be entitled to reimbursement for his/her mileage at the rate authorized by the Internal Revenue Service for the current year.

ARTICLE XV

MODIFICATION OF AGREEMENT

1. This document constitutes the full and complete Agreement between the parties. The parties acknowledge that they have had the opportunity to present and discuss the proposal on any subject which is the proper subject of collective negotiation. No term or condition of the Agreement may be modified unless in writing and signed by both parties.

2. Except as modified by this Agreement, all rights, privileges, or benefits which were applicable to the PBA prior to the execution of this Agreement shall be maintained at not less than the existing standard in effect before signing the Agreement. These rights and privileges shall remain in full force and effect during the term of the Agreement.

3. Both parties agree that it will be permissible to open negotiations at any time during the life of this Agreement, upon written request for the purpose of creation of special program(s) and/or unit(s), such as, but not limited to; Canine Unit, Bicycle patrol, Community Policing Programs, etc. The terms and conditions discussed and amended as a result of this reopening shall be narrow in scope and will be limited to those terms and conditions directly effected by the creation and implementation of these units. Other issues or topics will not be permitted in the negotiations, except upon mutual consent and in writing of both parties.

Nothing in this section is meant to compel any negotiations not affected by the implementation of such program(s) or unit(s).

ARTICLE XVI

SAVINGS CLAUSE

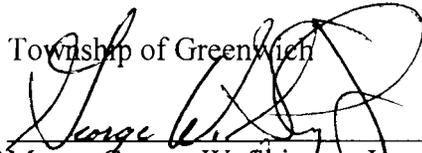
It is understood and agreed that if any part of this Agreement is in conflict with the law, such part shall be suspended and the remaining Agreement shall remain in full force and effect.

ARTICLE XVII

DURATION

The Agreement shall be effective January 1, 2014 and remain in effect until December 31, 2016. If either party wishes to renegotiate any provision of this Agreement they must serve written notice upon the other party of its intent to renegotiate no later than September 1, 2016. Failure to so notify the other party shall automatically continue the terms and provisions of the Agreement for the following year.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 15th day of September, 2014.

Township of Greenwich


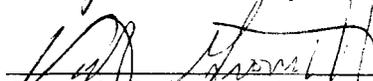
Mayor George W. Shivery, Jr.



Council Member - Joseph DiMenna



Council Member - Raymond Williams

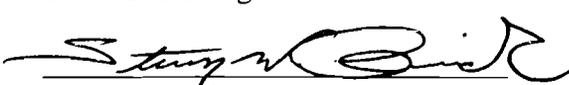


Council Member - Vincent Giovannitti



Council Member - William Franklin

PBA Local No. 122


Louis Damminger


Steven Gurick