

AGREEMENT

Between

**Woolwich Township, New Jersey
and
Policeman's Benevolent Association Local 122**

JANUARY 1, 2014 THROUGH DECEMBER 31, 2017

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AGREEMENT

PREAMBLE

THIS AGREEMENT made and entered into in Woolwich Township, New Jersey, this ____ day of March, 2014, between the TOWNSHIP OF WOOLWICH, in the County of Gloucester and State of New Jersey, hereinafter referred to as "Township" or "Employer", and THE POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL #122 as sole and exclusive bargaining unit consisting of all regular police officers of the Woolwich Township Police Department, excluding the Police Chief, hereinafter referred to as "Association".

WITNESSETH

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

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

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

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

ARTICLE I
RECOGNITION

SECTION 1. The Township hereby recognizes the Policeman's Benevolent Association Local # 122 as the sole and exclusive representative of all regular police officers

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of the Woolwich Township Police Department, excluding the Chief of Police, for the purpose of collective negotiations with respect to terms and conditions of employment.

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

ARTICLE II
MAINTENANCE OF STANDARDS

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

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

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

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

ARTICLE III
MANAGEMENT RIGHTS

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

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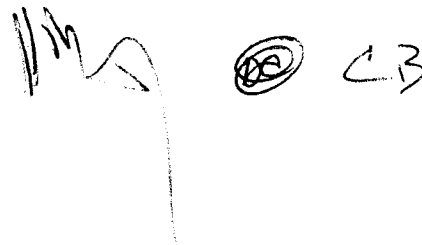
without limiting the generality of the foregoing, the right:

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

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

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

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

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policies, rules, and regulations provided that the provisions of the Agreement shall supersede and prevail over any conflicting provisions.

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

ARTICLE IV
GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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violation of a specific provision of this Agreement which may be taken to Step Three.

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

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

- a. The aggrieved party(s) shall within forty-five (45) days of the decision of the Township Committee or, if no decision is rendered by the Township Committee within forty-five (45) days after the last day the Committee could have rendered a decision, request the Public Employment Relations Commission (PERC) to submit a list of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within fifteen (15) calendar days from receipt by both of them, the aggrieved party(s) shall request that PERC submit a second list of names.
- c. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within fifteen (15) days of receipt of it by both of them, PERC may be requested by either party

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to designate the arbitrator.

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

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

The aggrieved party(s) shall have the right to be represented by legal counsel, the Association, the PBA, or a fellow Police Officer of his choosing at any stage of these grievance procedures. Any expenses incurred by either the aggrieved party(s) or the Township Committee shall be paid by the party incurring the expense.

ARTICLE V
COMPENSATION

SECTION 1. It is hereby agreed and understood that the annual salaries for the Officers within the Township of Woolwich, excluding the Chief of Police and the Captain, shall be as follows:

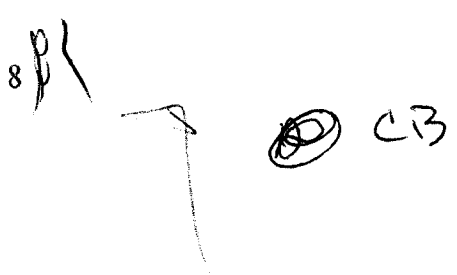
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	Effective 1/1/2014	Effective 1/1/2015	Effective 1/1/2016	Effective 1/1/2017
Academy/Recruit	\$33,564.19	\$33,564.19	\$33,564.19	\$33,564.19
8 th Class	\$38,598.82	\$38,598.82	\$38,598.82	\$38,598.82
7 th Class	\$44,589.21	\$44,589.21	\$44,589.21	\$44,589.21
6 th Class	\$51,982.89	\$51,982.89	\$51,982.89	\$51,982.89
5 th Class	\$56,871.88	\$56,871.88	\$56,871.88	\$56,871.88
4 th Class	\$63,890.81	\$63,890.81	\$63,890.81	\$63,890.81
3 rd Class	\$70,204.51	\$70,204.51	\$70,204.51	\$70,204.51
2 nd Class	\$79,675.03	\$79,675.03	\$79,675.03	\$79,675.03
1 st Class	\$84,198.26	\$85,882.22	\$87,599.86	\$89,351.86
Corporal	\$85,771.88	\$87,487.32	\$89,237.07	\$91,021.81
Sergeant	\$90,252.47	\$92,057.52	\$93,898.67	\$95,776.64
Lieutenant	\$97,698.47	\$99,652.44	\$101,645.49	\$103,678.40

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

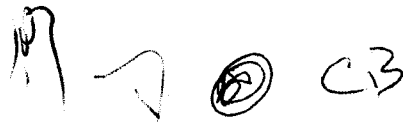
SECTION 2. The above are minimum pay scales for the above categories. The Township Committee shall retain the right to hire any patrolman at a starting salary at any level based on its discretion, but in no event will it exceed the highest salary of a patrolman third (3rd) class.

SECTION 3. The appropriate increment, based upon the above salary guide, shall automatically be given to the employee on the date when the employee is elevated to the next class based on the following: Any Police Officer required to attend the Police Academy shall be paid at the Academy/Recruit rate until successful completion of initial training at

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the Academy, at which time the patrolman shall be elevated to 8th class. A probationary patrolman who fails to successfully complete the initial training at the Police Academy within one year after his/her first date of hire may be terminated. All Police Officers shall serve a one-year (1) probationary period commencing from their date of hire. After an 8th class patrolman, placed in that step either after successful completion of initial training at the Police Academy or upon hire has held that position for 12 months, he/she shall be elevated to 7th class patrolman. After a 7th class patrolman has held that position for 12 months, he/she shall be elevated to 6th class patrolman. After a 6th class patrolman has held that position for 12 months, he/she shall be elevated to 5th class patrolman. After a 5th class patrolman has held that position for 12 months, she/she shall be elevated to 4th class patrolman. After a 4th class patrolman has held that position for 12 months, he/she shall be elevated to 3rd class patrolman. After a 3rd class patrolman has held that position for 12 months, he/she shall be elevated to 2nd class patrolman. After a 2nd class patrolman has held that position for 12 months, he/she shall be elevated to 1st class patrolman.

SECTION 4. The Township agrees to establish a Detective Bureau consisting of the positions of investigator, detective and detective sergeant. An investigator is an assigned position with no additional compensation, but will be eligible to be promoted to a detective after one year of service as an investigator. Detective shall be paid at the corporal rate and shall include an additional stipend of \$1,500 to be paid bi-weekly. Detective sergeant shall be paid at the sergeant's rate and shall include an additional stipend of \$2,500 to be paid bi-weekly. Each member of the Detective Bureau shall accrue four hours of compensatory time for seven consecutive days required to work on-call.

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ARTICLE VI
OVERTIME

SECTION 1. If an employee covered under this Agreement is required to work in addition to his regular scheduled shift, he will be compensated at the time and one-half rate of pay for every hour worked to include shift coverage, special assignments and or extra duties, carryover time to complete reports, etc. as per approval by the Chief of Police; or he will be compensated in accordance with existing State and Federal Laws. Overtime pay does not include shifts that fall on holidays, traffic control work for contractors, and school resource assignments. Employees covered under this Agreement shall be called first for any overtime worked before that work is offered to employees not covered by this Agreement.

SECTION 2. Compensatory time shall be earned and used only with the written approval of the Chief of Police. The use of compensatory time shall not be unreasonably denied, but shall not be permitted if it will result in the Township paying overtime to any employee. Compensatory time will be paid and used in accordance with the provisions of the Fair Labor Standards Act. Compensatory time may be accumulated from year-to-year but at separation from employment, a final payout shall be capped at 120 hours.

ARTICLE VII
CALL BACK

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

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ARTICLE VIII
COURT TIME

SECTION 1. The Township agrees that time spent in Court as a result of cases which arise out of police functions while in the line of duty shall be considered as working time and employees shall be paid \$95.00 per appearance. This reimbursement is to include Municipal Court, Civil Court, County Court, Juvenile Conferences, Juvenile Court, Grand Jury and any other courts within the Judicial System and paid only if the Officer is required to appear when not otherwise on duty.

ARTICLE IX
EDUCATION

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

SECTION 2. If an employee covered under this agreement attends college, the Township agrees to reimburse tuition for courses successfully completed, with the achievement of a grade of C or better, and giving credit towards an Associates, Bachelors or Masters degree in a field related to law enforcement and/or management as determined by the Chief of Police up to the total reimbursement not to exceed \$1,800.00 per calendar year. This benefit is non-cumulative and any unused benefit in one calendar year cannot be

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carried over to another year.

SECTION 3. In addition to the tuition reimbursement payments in Section 2, if an employee covered by this Agreement attends a recognized course, pre-approved by the Chief of Police, in a field related to law enforcement, or professional advancement of his/her career as a law enforcement officer, he/she is entitled to be reimbursed in an amount not to exceed \$500 per calendar year for such training courses.

ARTICLE X
CLOTHING AND EQUIPMENT

SECTION 1. The Township shall make an initial issue of uniforms to each new employee consisting of three (3) short sleeve shirts, three (3) long sleeve shirts, three (3) pairs of pants, and a pair of boots. These uniforms shall be provided at no cost to the employee and will be replaced when presented by the employee with the approval of the Chief of Police.

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

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

ARTICLE XI
VACATION

SECTION 1. Earned Vacations. All full-time employees covered by this

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Agreement shall be entitled to vacation as listed below.

- a. Police Academy Recruit through one (1) year will receive no vacation hours.
- b. New hires up to the completion of one (1) year of service, an employee shall receive eighty-four 84 hours of vacation per year.
- c. Starting the second (2nd) year of service, until the completion of five (5) years of service shall receive one-hundred and twenty 120 hours of vacation per year.
- d. Starting the sixth (6th) year of service, until completion of ten (10) years of service, shall receive two-hundred and four 204 hours of vacation per year.
- e. Starting the eleventh (11th) year of service, until the completion of seventeen (17) years of service shall receive two hundred and forty 240 hours of vacation per year.
- f. Starting the eighteenth (18) year of service, employees shall receive two hundred and sixty-four (264) hours of vacation per year.

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

SECTION 2. Employees' may "carry over" five (5) unused vacation days into the next calendar year with the approval of the Chief of Police and may not accumulate more than five (5) days in any given year. If the days are not used in the subsequent year then they

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may not carry over to the next year. Vacation selection shall be by seniority. The Chief of Police must approve all vacations and the Chief of Police shall determine the number of employees' who may be on vacation at one time.

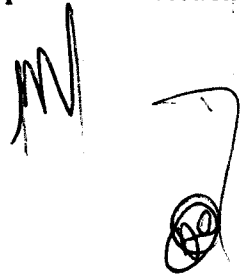

ARTICLE XII
HEALTH BENEFITS

SECTION 1. The Township agrees to provide and pay for the existing AmeriHealth Medical Plan or any other medical plan that is equal to or better than said program for both the employee and his/her family. Effective January 1, 2014, all active unit employees who have not withdrawn from the Township's health insurance program, shall contribute towards the cost of health insurance in accordance with the provisions of P.L. 2011, Chapter 78. These payments 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. These contributions shall cease upon the officer's retirement.

SECTION 2. The Township shall provide and pay for the existing dental plan or any other dental plan that is equal or better for the employee and his/her family.

SECTION 3. The Township agrees to provide and pay for the existing vision plan or any other vision plan that is equal to or better than said program for both the employee and his/her family.

SECTION 4. Pursuant to P.L. 2011, Chapter 78, effective January 1, 2014, the Township shall establish 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.

SECTION 5. Eligible employees covered by this Agreement may choose to waive health insurance coverage. Participation is voluntary and intended for those eligible employees who are covered by health insurance through another source. The Township shall pay any employee who elects to waive coverage \$2,500 annually. The waiver of coverage shall be available to all new benefit eligible employees on their benefit effective date and to all current employees. In the event an eligible employee chooses to waive coverage and then alternate benefits are no longer available, the employee and his/her spouse and dependents may re-enroll immediately into the Township's health insurance program.

ARTICLE XIII
LEAVES OF DUTY

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

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

In the event of the death of the employees' stepbrother, stepsister, mother-in-law of father-in law, grandparents or stepchildren who do not reside in the employee's household, the employee shall be granted three (3) consecutive calendar days bereavement leave at the



discretion of the Chief of Police for travel, arraignments or other personal matters. One of these three (3) days shall include the funeral day itself. The aforementioned bereavement leave shall not be deducted from the employee's annual sick leave. In the event of the death of the employee's aunt, uncle, niece or nephew, the employee shall be granted one (1) day bereavement leave at the discretion of the Chief of Police. This day shall include the funeral day itself. The aforementioned bereavement leave shall not be deducted from the employee's annual sick leave.

SECTION 3. Employees shall be granted three (3) personal leave days. The scheduling of a personal day(s) is subject to the approval in advance by the Chief of Police who may refuse the date requested with justification. The Officer must submit his/her request to the Chief of Police at least two (2) days in advance of the date requested. However, each year employees will be entitled to designate one (1) personal day as an Emergency Personal Day (EPD) which does not require prior approval. In order to use an EPD, the employee must call out at least two (2) hours prior to his/her scheduled shift. For the purpose of calculating personal days, a day shall be defined as a twelve (12) hour day for the purpose of payment under this provision only. To the extent that the shifts change within the Township, then a day shall be defined as the number of hours worked on the new shift.

SECTION 4. Sick Leave. Effective January 1st of each year, employees shall be granted 120 hours of sick leave, with pay, per year, when unable to work scheduled hours due to personal illness or injury, illness or injury of an immediate family member residing in the employee's household, or in connection with the birth or adoption of a child. Any amount of sick leave not used in any calendar year shall be accumulated from year to year



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but all unused sick leave shall automatically expire upon termination of employment for any reason, including but not limited to death, resignation, retirement, or discharge.

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

SECTION 6. Any employee who does not call out sick over a designated six (6) month period shall receive one (1) additional personal day.. The designated periods shall be January 1st through June 30th and July 1st through December 31st. Personal days granted under this section must be scheduled in accordance with Section 3 and cannot be used as an EPD and cannot cause the Township to incur overtime during the employee's scheduled shift. Personal days granted under this Section must be used within one (1) year after being earned.

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

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leave of absence.

SECTION 8. In the event any Police Officer in this Department is laid off and terminated for reasons of economy and efficiency, this lay off and termination shall be in the inverse order of their date of hire with the Department, with the Officer hired most recently laid off first. Any member or Officer whose service is terminated as a result of this layoff, shall be placed on a special employment list, and in the case of a new appointment, prior consideration shall be given first to the Police Officers on that special employment list.

ARTICLE XIV
MILEAGE EXPENSE

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

ARTICLE XV
EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Township shall enroll each employee into an Employee Assistance Program with the Township bearing costs not to exceed \$60. per employee per year.

ARTICLE XVI
LEGAL DEFENSE AND INDEMNIFICATION

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



ARTICLE XVII
ACTING SUPERVISOR COMPENSATION

SECTION 1 Any Patrol Office Covered under this Agreement who acts as a shift supervisor shall be compensated at the Sergeants rate of pay for hours worked in that capacity.

ARTICLE XVIII
EMBODIMENT OF AGREEMENT

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

ARTICLE XIX
DURATION

SECTION 1. This Agreement shall be effective retroactive to January 1, 2014 and shall remain in full force and effect until December 31, 2017. Unless otherwise stated, all increases in pay and benefits for the contract year of 2014 will be retroactive to January 1, 2014. No later than one hundred twenty (120) days before the termination of this Agreement the parties shall commence negotiations for a new Agreement for the year 2018. The parties will make every effort, after notice is served, to promptly commence negotiations. In the

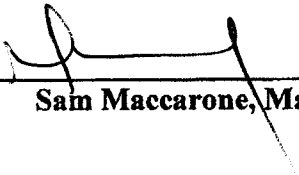
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event negotiations may continue after December 31, 2017, the terms and conditions of this Agreement will be in full force and effect until a new Agreement is executed.

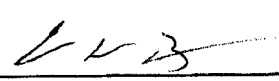
ATTEST:

TOWNSHIP OF WOOLWICH

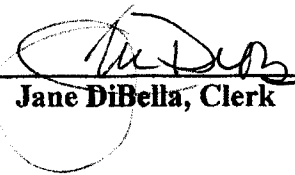
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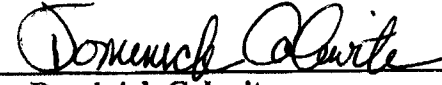
Sam Maccarone, Mayor

BY: 

Chris Beckett

BY: 

Jane DiBella, Clerk

BY: 

Dominick Colavita
On Behalf of PBA Local 122

