

1994-1996

A G R E E M E N T

BETWEEN

**THE TOWNSHIP OF EAST GREENWICH
COUNTY OF GLOUCESTER**

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

PBA LOCAL 122

EAST GREENWICH POLICE DEPARTMENT

January 1, 1994 through December 31, 1996

Prepared By:

**GARY W. STUHLTRAGER, ESQUIRE
1045 COOPER STREET
DEPTFORD, NJ 08096
(609) 845-4141
Attorney for East Greenwich
Township**

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A G R E E M E N T

PREAMBLE

THIS AGREEMENT made and entered into in East Greenwich Township, New Jersey, this 16th day of JUNE, 1994, between THE TOWNSHIP OF EAST GREENWICH, in the County of Gloucester and State of New Jersey, hereinafter referred to as "Township" or "Employer", and THE EAST GREENWICH POLICE DEPARTMENT, hereinafter referred to as "Employee" or "Employees".

WITNESSETH:

WHEREAS, the Township and the East Greenwich Township Police Department 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 PBA Local #122 as the 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 I. The Township hereby recognizes the PBA Local #122 as the sole and exclusive representative of all members of the Police Department, excluding the Chief of Police and Lieutenant, for the purpose of collective negotiations with respect to terms and

conditions of employment.

ARTICLE II

MAINTENANCE OF STANDARDS

SECTION 1. The Township shall not discharge or discriminate in any way against any employee's PBA 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 Law.

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

GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to settle all grievances between the Township and the employees as quickly as possible so as to ensure efficiency and promote employee moral. A grievance is defined as any disagreement or dispute between the Township and the employees involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) working days after the aggrieved person, who signed the grievance, knew of the event or events upon which the claims is based or else such grievance is deemed waived. A grievance shall be processed as follows:

(A) The appropriate PBA representative, the aggrieved party

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(A) The appropriate PBA representative, the aggrieved party

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

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

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

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

ARTICLE IV

SERVICE RECORDS

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

ARTICLE V

RETIREMENT

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

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

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

SECTION 4. Employees retiring due to a disability arising out of a work-related injury shall continue to receive, at the expense of the Township, medical benefits, provided the benefits are equal to what was received at the time of the disability. If an employee on retirement disability becomes gainfully employed during said period of retirement disability and is provided equivalent medical benefits by the new employer, he shall notify the Township immediately and he shall not receive benefits from the Township during his period of employment nor shall the Township have any obligation to pay him the equivalent value of said benefits during such period of employment. After a period of ten years of subsequent reemployment, even if with

more than one employer, the Township reserves the right to have the disabled retiree reexamined by an appropriate physician to determine if the medical reasons for the disability retirement still exists before resuming payment of benefits equal to the benefits received at the time of the initial disability.

ARTICLE VI

LEAVE OF ABSENCE AND OTHER LEAVE

SECTION 1. Military Leave. Where any employee is a member of the National Guard Unit or any reserve unit of the Armed Forces of the United States and is required to engage in field training or to attend meetings, he shall be granted military leave of absence for the period of such training or meeting. Such paid leave of absence shall not affect his vacation. The pay period following his return from such military leave of absence the employer will pay him an amount which, when totaled with his military pay, will equal his regular pay for such period of time as employee served on military leave. The adjustment referred to within the aforementioned sentence shall be for a period of time not greater than two (2) weeks.

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

employee. A one (1) day leave of absence with full pay shall be allowed to the employee due to the death of a grandmother or grandfather.

SECTION 3. Sick Leave. All employees shall receive 144 hours sick leave per year provided they work an 84 hour schedule. Each employee shall be permitted to accumulate a maximum of 1200 hours sick leave.

SECTION 4. Sick leave may be used by an employee for personal illness. A physician's certificate will be required in the event that the employee's illness causes his absence for three (3) or more consecutive days. The physician's certificate must be filed with the Chief. Said employee may also be required, at the direction of the Chief of Police, to obtain physician's certification from physician designated by the Township of East Greenwich. Cost of such directed visit shall be borne by the Township of East Greenwich. Such visit shall not restrict employee from continued care by a physician of employee's choice and at employee's expense. If an employee is ill on the work day prior to, or following a holiday, said employee must provide the Chief with a physician's certificate to receive his pay for said holiday.

If an employee has had three (3) or more "one day or more illnesses" per year during the term of this contract, each succeeding illness shall require the employee to obtain a physician's certificate from a physician designated by the Township of East Greenwich. Cost of such visit shall be borne by the Township of East Greenwich. Such visit shall not restrict employee from continued care by a physician of employee's expense.

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

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

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

SECTION 6. Pregnancy and Family Leave. State statutes provide for Family Leave at N.J.S.A. 34:11B-1 et seq. It is the intention of the parties to this agreement to incorporate the terms of the state statute and to provide the benefits provided for therein. Pregnancy leave is treated as a disability and leave is based on that determination. Leave shall generally be from four weeks prior to the anticipated birth until six weeks after actual delivery. This time may be amended based on a doctor's certification.

ARTICLE VII

HOLIDAYS

SECTION 1. Every employee shall be compensated for twelve (12) holidays per calendar year as found in Schedule "A". Each employee shall receive eight (8) hours pay for each holiday in Schedule "A", regardless if the employee is scheduled for duty or not. In addition to this compensation, each employee who works on a holiday in Schedule "A" shall receive compensation of one-half (1/2) his hourly rate for each hour worked. For each holiday worked the additional rate of pay will be reflected in a subsequent paycheck as soon after the holiday as is reasonably proper.

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

ARTICLE VIII

WORK WEEK

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

Administrative failure on behalf of the Township due to negligence or inadvertence in scheduling which results in an employee's change in work week shall result in four (4) additional hours of pay for said employee for the first day of the change in work week.

ARTICLE IX

EDUCATION

SECTION 1. Police Academy and Technical Schools. Any employee attending a police academy or any other police training academy recognized by the New Jersey Police Training Commission, with the permission of the Chief of the Department, shall be compensated at their regular rate of salary while attending the course. All expenses must be reimbursed to an employee attending a non-credit course pertaining to duties of police officers and approved by the Chief at a rate of \$10.00 for lunch and \$0.25 per mile provided the employee uses his personal vehicle. A dinner allowance for overnight trips while attending schools is at the rate of \$15.00.

SECTION 2. Any employee obtaining an Associates Degree in a police-related field shall, in addition to his regular compensation, receive an additional \$500.00 per year during the term of his contract. Any employee obtaining a Bachelors Degree in a police-related field shall, in addition to his regular compensation, receive an additional \$1,000.00 per year during the term of this contract. The aforementioned additional compensation in recognition

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

SECTION 3. All employees required to attend police-related schools or courses for more than one (1) day wherein it is made impractical to commute, employees shall be reimbursed for all reasonable expenses for food and lodging and transportation at the rate of \$0.25 per mile provided the employee uses his personal vehicle or for the actual cost of public transportation. Payment shall be made promptly to the employee upon presentation of receipts.

ARTICLE X

REIMBURSEMENT FOR EXPENSES

SECTION 1. Mileage. Mileage on a personal vehicle shall be reimbursed at the rate of \$0.25 per mile, if the Chief determines that such transportation or use of a personal vehicle is necessary and does not provide transportation or a Township vehicle. Such mileage shall be computed from the Township Police Headquarters and returning to same.

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

employee to determine a reasonable fee for the representation. In the event that the employee is ultimately found guilty as charged, the Township is not obligated to pay the attorney fees. Should the employee appeal the decision and ultimately have the conviction reversed, then and in that event, the Township shall be responsible for all legal cost incurred by the employee.

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

ARTICLE XI

CLOTHING ALLOWANCE

SECTION 1. Each employee shall receive an allowance of \$650.00 per year for the maintenance of clothing each year during this contract.

SECTION 2. The Township shall make an initial issue of clothing to each new employee which shall include, at the maximum but not limited to, the following items: four (4) summer shirts; four (4) winter shirts; one (1) pair of galoshes or rubber overshoes; four (4) pair of pants; one (1) pair of shoes; one (1) winter coat; one (1) rain coat; two (2) breast badges; one (1) hat badge; (1) identification badge; two (2) clip-on ties; two (2) name plates; two (2) sets of insignias of rank and office; and one (1) bullet proof vest.

SECTION 3. The Township shall purchase sufficient ammunition

every six (6) months or as required by the Chief for each police office for use in the line of duty or on the range.

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

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

SECTION 6. There exists within the police department the assignment of investigator. The investigator dresses primarily in plain clothes. Upon the approval of the Chief, the investigator shall be authorized to expend the same amount as set forth in Section 1 for the purchase and maintenance of plain clothes. The investigator shall maintain a minimum of one complete summer and one complete winter uniform to be used as needed.

ARTICLE XII

EQUIPMENT

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

ARTICLE XIII

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

ARTICLE XIV

OVERTIME PAY

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

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

ARTICLE XV

EXCHANGE OF HOURS ON DUTY

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

solely because of the operation of this article of the contract.

ARTICLE XVI

VACATIONS

SECTION 1. Earned Vacations. Beginning January 1, 1994, all employees covered by this Agreement shall be entitled to vacation as listed below, to wit:

One (1) year of service, but ^{WEG. 2/10} not less than five (5) years, ninety-six (96) hours per year.

Five (5) years of service, but ^{WEG. 5/10} not less than ten (10) years, one hundred forty-four (144) hours per year.

Over ten (10) years of service, one hundred eighty (180) hours per year.

Over fifteen (15) years of service, two hundred sixteen (216) hours per year.

Over twenty (20) years of service, two hundred fifty-two (252) hours per year.

SECTION 2. Pay During Vacations. All vacations shall be granted at established annual salary rates.

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

All vacation time shall be taken in the year earned. When, however, a vacation is deferred, either upon approval of the Chief of Police, or as a result of an emergency as determined by the Chief of Police, then and in that event the employee shall be permitted to

utilize such vacation as previously scheduled at a later time within the same calendar year, or should not ample time remain in the same calendar year, carried over to the first quarter of the next calendar year, or be paid for at the employee's request, said payment to be based on the employee's current hourly base rate of pay.

ARTICLE XVII

PAY PERIOD

SECTION 1. The pay period shall commence at 6:00 a.m. n Monday and end 5:59 a.m. the Monday two weeks thereafter.

ARTICLE XVIII

SALARIES

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

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

		<u>1994</u>	<u>1995</u>	<u>1996</u>
		ationary) \$26,325.00	\$27378.00	\$28473.00
		\$30,138.00	\$31344.00	\$32598.00
4th	- 12.5357	\$33,952.00	\$35310.00	\$36722.00
		\$38,229.00	\$39758.00	\$41348.00
3rd	- 14.3517	\$39,347.00	\$40921.00	\$42598.00
2nd	- 16.1676			
1st	- 18.2042			
2nd	- 18.7367			

ll serve at each class for a period of one
levated to a higher class.

Any employee covered under this contract, other than a Sergeant, who is designated by the Chief of Police as a Shift Commander shall receive an additional \$500.00 per year while acting in said capacity. Sergeants shall not receive Shift Commander compensation.

SECTION 3. Longevity. In recognition of the increased value of an employee to the Township as he becomes more experienced and the necessity to keep good experienced employees by providing adequate and attractive salaries, the Township agreed that each employee shall receive, upon the completion of five (5) years of service, two (2%) percent of his salary. Upon completion of ten (10) years of service, longevity payments shall be three (3%) percent of his salary. Beginning in 1989, upon completion of fifteen (15) years of service, longevity payments shall be four (4%) percent of his salary. Beginning in 1994, upon completion of twenty (20) years of service, longevity payments shall be five (5%) percent of his salary. Longevity payments due each employee shall be paid by the employer on each employer's anniversary date of employment with the Township based on the employee's base salary at his anniversary date.

ARTICLE XIX

CALL BACK

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

ARTICLE XX

HEALTH AND INSURANCE BENEFITS

SECTION 1. The Township agrees to provide medical coverage to the employees and their immediate family who shall receive full paid Blue Cross/Blue Shield with Rider "J" and Major Medical. The Township reserves the right to review other carriers and change carriers provided that the new carriers coverage is at least equivalent or better to the existing coverage. The Township shall notify the members covered under this Agreement of their intent to change carries.

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

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

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

SECTION 5. Retiree Health Benefits. Commencing January 1, 1994 employees with a minimum of 25 years in the pension system shall receive health benefits for themselves and his or her spouse. No coverage is provided for any other dependents. When the retired employee is eligible for federal/state health insurance through Medicare or some successor program then the Township shall only provide supplemental coverage.

ARTICLE XXI

MISCELLANEOUS

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

SECTION 2. Delegates to the State PBA shall be afforded the day off without a loss of pay or compensation to attend the scheduled meetings of the State organization. All special meetings ordered by the State organization are inclusive. Convention delegates shall be permitted to attend in accordance with any State Court decision.

ARTICLE XXII

TERMS OF CONTRACT


SECTION 1. This Contract shall cover the period nunc pro tunc from January 1, 1994, to midnight, December 31, 1996. All terms of this Contract shall be retroactive to January 1, 1994.

SECTION 2. The Contract shall not be changed or altered in any way during the term of the contract without the written consent of the parties thereto.

SECTION 3. The Contract shall continue to bind the parties during any period beyond December 31, 1996, until such time as a new contract is signed between the parties.

SECTION 4. Negotiations for a future Contract shall commence on or before September 1, 1996.

TOWNSHIP OF EAST GREENWICH



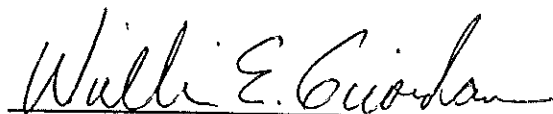
DAVID JENKENS, MAYOR

ATTEST:



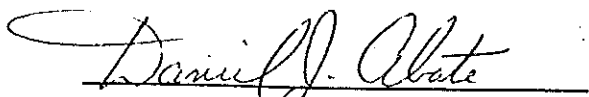
SUSAN M. COSTILL, CLERK

PBA LOCAL 122
EAST GREENWICH POLICE DEPT.

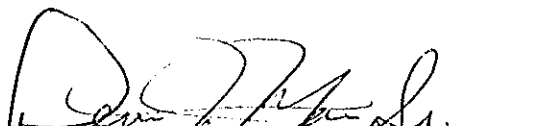


WILLIAM GIORDANO


ATTEST:



DANIEL J. ABATE



DENNIS MORINA



SCOTT A. GOESS

SCHEDULE A

NEW YEAR'S DAY - JANUARY 1ST

MARTIN LUTHER KING DAY

WASHINGTON'S BIRTHDAY - 3RD MONDAY OF FEBRUARY

GOOD FRIDAY - DAY DESIGNATED AND KNOWN AS GOOD FRIDAY

EASTER

MEMORIAL DAY - LAST MONDAY IN MAY

INDEPENDENCE DAY - JULY 4TH

LABOR DAY - 1ST MONDAY IN SEPTEMBER

VETERAN'S DAY - NOVEMBER 11TH

THANKSGIVING DAY - 4TH THURSDAY IN NOVEMBER

DAY AFTER THANKSGIVING

CHRISTMAS DAY - DECEMBER 25TH