

AGREEMENT

THIS AGREEMENT, made this day of October, 2004 , between THE BOROUGH OF WOODBURY HEIGHTS, hereinafter referred to as the "Borough" or "Employer", and the WOODBURY HEIGHTS POLICE ASSOCIATION, hereinafter referred to as the "Association" or "employee" and Gloucester County PBA Local #122.

WITNESSETH

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and other conditions of employment;

NOW THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented as follows:

ARTICLE I

RECOGNITION

SECTION 1: The Employer hereby recognizes the Woodbury Heights Police Association, hereinafter referred to as the "Association" as the exclusive representative for the collective negotiations concerning terms and conditions of employment for all permanent Sergeants, Detectives and Patrol Persons of the Borough of Woodbury Heights Police Department.

SECTION 2: Specifically excluded from representation are the positions of Chief of Police, Lieutenant of Police, and Clerk of the Police Department.

SECTION 3: Unless otherwise indicated, the term (police officer) "employee" or "employees" when used in this Agreement refers to all persons represented in the above defined negotiating unit.

ARTICLE II

POLICE PERSON'S RIGHTS

SECTION 1: Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every policeman shall have the right to freely organize, join and support the Association or other bargaining agents for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

SECTION 2: Elected representatives, not to exceed a maximum of one (1), shall be permitted time off to attend grievance sessions, provided the efficiency of the Police Department is not affected thereby.

SECTION 3: The Employer agrees to maintain a personnel file for each employee covered under this contract and further agrees that such file will be maintained in a secure place. A police officer shall have the right to inspect their personnel file on reasonable notice and at reasonable times, provided a designated superior officer is present at the time of such inspection. Any request for such inspection will be submitted to the Chief of Police prior to such inspection. The Borough agrees to notify the individual officer if any material is placed in their personnel file. The Employer agrees to provide an initial copy of the material at no expense to the employee. The employee may, upon reasonable request and at their own expense, obtain additional photostatic copies of any material contained in their personnel file.

SECTION 4:

1. A police officer has the same rights to engage in political activity as afforded to any citizen. The right to engage in political activity shall not apply to any police officer when they are on duty or when they are acting in their official capacity.

2. Whenever a police officer is under investigation or subjected to interrogation by a law enforcement agency, for any reason, which could lead to disciplinary action, demotion, loss of pay, or dismissal, the investigation or interrogation shall be conducted under the following circumstances:

- a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the police officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.**
- b. The interrogation shall take place at the office of the Chief of Police unless otherwise waived by the officer.**

- c. **The officer shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under investigation shall be asked by and through one interrogator.**
- d. **The officer under investigation shall be informed in writing of the nature of the investigation prior to any interrogation and of the names of all witnesses and complainants.**
- e. **Interrogating sessions shall be for reasonable periods and shall be timed to allow such personal necessities and rest periods as are reasonably necessary.**
- f. **The officer under interrogation shall not be threatened with transfer, dismissal, or disciplinary action.**
- g. **A complete record, either written, taped, or transcribed, shall be kept of the complete interrogation of the officer, including all rest periods. A copy of the record shall be available to the officer or their counsel upon request.**
- h. **If the officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, they shall be completely informed of all their rights prior to the commencement of the interrogation.**
- i. **At the request of any officer under interrogation, they shall have the right to be represented by counsel or any other responsible representative of their choice who shall be present at all times during the interrogation, unless waived by the officer. The interrogation shall be suspended for a reasonable time until representation can be obtained.**

3. No ordinance shall abridge nor shall the Police Department adopt any regulation which prohibits the right of an officer to bring suit arising out of their duties as a law enforcement officer.

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

5. If the investigation or interrogation of an officer results in the recommendation of some action, such as demotion, dismissal, written or oral reprimand, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Borough shall give notice to the officer that they are entitled to a hearing on the issues by the Public Safety Committee. The notice shall state the time and place

of the hearing and the issues involved. An official record, including testimony and exhibits, shall be kept of the hearing.

6. The hearing shall be conducted by the appropriate committee. Both the Police Department and the officer shall be given ample opportunity to present evidence and argument with respect to the issues involved. Both may be represented by counsel.

7. Evidence which possesses probative value commonly accepted by reasonable and prudent men in the conduct of their affairs shall give effect to the rules of evidence recognized by the law and shall exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence. All records and documents which any party desires to use shall be offered and made part of the record. Documentary evidence may be received in the form of copies of excerpts or by incorporation by reference.

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

9. The investigating committee conducting the hearing may take notice of judicially noticeable facts and, in addition, may take notice of general, technical, or scientific facts within its specialized knowledge. Parties shall be notified beforehand of the material so noticed.

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

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

ARTICLE III

MANAGEMENT RIGHTS

SECTION 1: The Employer, on its own behalf and on the behalf of the taxpayers of the Borough of Woodbury Heights, 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 without limiting the generality of the foregoing, the rights:

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

SECTION 2: The exercise of the foregoing powers, rights, authorities, and duties and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in the 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 laws and Constitution of the State of New Jersey and the Constitution of United 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 regulation.

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 direction of the Chief of Police and in accordance with Employer and administrative policies, rules, and regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provision. If the Borough has permitted any past violations of this Agreement, it shall not be construed as a waiver for any future matters nor modify any future practices.

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, nothing contained in any Article, Section, paragraph, or subsection of this Agreement shall be interpreted in any manner or be construed as to indicate that the Employer has waived rights which are expressly required by the Courts to be retained by the Employer.

ARTICLE IV

GRIEVANCE PROCEDURE

SECTION 1: Definition: For the purpose of this Agreement, a grievance is defined as a dispute between Employer and any employee covered hereby with respect to the alleged violation of a specific provision to this Agreement.

Procedure: Any member of the negotiating unit shall have the right to present a grievance as specified herein.

SECTION 2: Step 1 - Chief of Police: Any employee who believes they have a grievance shall discuss it first with the Chief of Police in an attempt to resolve the matter informally at that level. If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee, they shall set forth their grievance in writing within ten (10) days of the date of occurrence of the events giving rise thereto and present it to the Chief of Police on an appropriate form, specifying:

- (a) the specified nature of the grievance and the contract clause violated,**
- (b) the results of the previous discussion,**
- (c) the date and time of presentation, and**
- (d) the relief sought.**

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

Step 2 - Public Safety Director: In the event the employee remains dissatisfied, they shall, no later than five (5) days after receipt of the Chief of Police's decision, appeal the Chief of Police's decision to the Public Safety Director. The appeal to the Public Safety Director must be made in writing of the matter, as submitted to the Chief of Police as above specified, and the employee's dissatisfaction with the decision previously rendered. The Public Safety Director shall attempt to resolve the matter as quickly as possible, but with a period not to exceed ten (10) days. The Public Safety Director shall communicate their decision in writing to the employee and to the Chief of Police.

Step 3 - Public Safety Committee: If the grievance remains unresolved to the employee's satisfaction, they may, no later than five (5) days after receipt of the Public Safety Director's decision, request a review by the Public Safety Committee. All previous documents shall be submitted to the Committee with such request for review and they shall render a decision no later than fifteen (15) days after receipt of the grievance. The Committee may, if they so desire, indicate a designee to hear and resolve such grievance.

Step 4 - Arbitration: In the event settlement of the grievance is not reached in Step 3, the matter may be appealed to the Arbitration procedure hereinafter established. Notification or desire to appeal to Arbitration shall be made known to the other party in writing within fifteen (15) days subsequent to the date of receipt of the third step answer, but in no event later than twenty (20) days subsequent to the date of receipt of the third step answer. The Employer shall have the right to present grievances at Step 4 (Arbitration). Copies of such grievances shall be presented to any employee(s) affected.

SECTION 3: A request for arbitration shall state in reasonable detail the nature of the dispute and the remedy requested. Within ten (10) days after the receipt of a request to arbitrate, the receiving party will give its response thereto in writing stating whether or not it believes the stated dispute to be subject to arbitration.

If the response agrees as to arbitration of the dispute, the parties will proceed to arbitration in the manner set forth below.

In the event the receiving party has asserted that the dispute contained in the request for arbitration is not arbitrable, the parties shall proceed to arbitration in the manner set forth below only after upon petition of the requesting party, final judgment of a court has determined that the grievance upon which arbitration has been requested raises arbitrable issues and has directed arbitration of such issues.

In the consideration of the decision of any question involving arbitrability, it is the specific Agreement of the parties that:

- a. This Agreement sets out expressly all the restrictions and obligations assumed by the respective parties hereto, and no implied restrictions or obligations are inherent in this Agreement or were assumed by the parties in entering into the Agreement.**
- b. In the consideration of whether a matter is subject to arbitration, a fundamental principle shall be that the Borough of Woodbury Heights retains all its rights to manage its Police Department, subject only to the express limitations set forth in this Agreement; it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the Borough of Woodbury Heights in the exercise of any retained rights, except where challenge is based upon violation of any express limitations set forth in this Agreement.**
- c. No matter will be considered arbitrable unless it is found that the parties clearly agreed that the subject involved would be arbitrable in light of the principles of arbitrability set forth in this Article and constitutes a grievance under the definition of a grievance set forth in Section 1 and no court or arbitrator shall or may proceed under any presumption that a request to arbitrate is arbitrable.**

If final judgment of a court has determined that a request raises arbitrable issues, the court's decision shall specify in reasonable detail the issues as to which arbitration the issues specified in such final court judgment and the arbitrator shall have no authority or jurisdiction to consider issues other than those specified.

None of the provisions shall deprive a court of competent jurisdiction of its power to determine questions of arbitrability, the jurisdiction of the arbitrator, the validity of any decision, the award of the arbitrator in any proceeding seeking to require arbitration, or to enforce, modify, or set aside a decision and award of an arbitrator.

Arbitration Procedure: In the event arbitration becomes necessary the Public Employment Relations Commission shall be contacted to arbitrate the issue(s). The fees and expenses of the arbitrator shall be borne equally by the parties.

The decision of the arbitrator as set forth above shall be restricted to a determination of whether or not there has been a violation of this Agreement as alleged in the written grievance and to the appropriate remedy. The arbitrator shall have no authority in any case to add to, subtract from, or alter in any way provisions of this Agreement.

SECTION 4: Miscellaneous: In the event a grievant is represented by themselves or by an attorney, the Association shall be notified upon receipt of such grievance at the Chief of Police level (Step 1) and shall be permitted to be present at all grievance meetings if such be held. Copies of all correspondences shall be forwarded to the Association under such circumstances.

Failure of the Borough of Woodbury Heights representative to give his answer within the time limit provided at any step of the grievance procedure will automatically advance the grievance to the next step of the grievance procedure, provided there shall be no waiver of the written notification requirements of Step 4.

It is understood and agreed that nothing herein shall prevent the Borough of Woodbury Heights or the grievant agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.

Neither the Borough of Woodbury Heights or the Association shall subject any employee grievant or employees appearing in behalf or in opposition to such a grievant to reprisals for participation in the grievance procedure. The grievant's papers shall not be filed in the employee's file.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance and any effect hereof shall have been fully determined.

A request for arbitration can be honored only if the grievant(s) and the organization representing them waive the rights, if any, in writing of said grievant(s) and the organization representing them, to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

ARTICLE V

PEACEFUL RESOLUTION OF DIFFERENCES

Both parties recognize the desirability of continuous and uninterrupted operation of the Police Department and the avoidance of disputes which threaten to interfere with such

operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruption during the periods of this Agreement. The Association accordingly agrees, during the term of this Agreement, that it will not, nor will any person acting in its behalf, cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, willful absence from their position, stoppage of work, or abstinence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment). The Borough of Woodbury Heights agrees that it will not engage in any lock-out directed at members of the negotiating unit for the duration of this Agreement.

The above is interpreted that:

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

ARTICLE VI

RETENTION OF BENEFITS

Except as otherwise provided herein, all benefits which the employees have heretofore enjoyed and are presently enjoying shall be maintained and continued at the highest standards by the Borough of Woodbury Heights during the terms of this Agreement.

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

A change in any benefits to any Borough employee not represented by this bargaining unit shall not affect the benefits of any member of the bargaining unit.

ARTICLE VII

DISCRIMINATION OR COERCION

There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce

employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

ARTICLE VIII

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation, or court decision causes invalidation of any Article(s) or Section(s) of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning and such invalidated Article(s) or Section(s).

ARTICLE IX

LEGAL AID

If an employee is charged with a violation of the law as a result of acts committed by them while on duty, the Borough of Woodbury Heights shall reimburse the employee for the services of an attorney selected by the employee to represent them. Said payment is conditioned upon the employee being found not guilty. Employer shall also pay such other legal fees as provided by statute (N.J.S. 40:11-19). Said fees shall be agreed upon by both parties prior to the engaging of any selected attorney. Said fees shall be according to the recommendations of the American Bar Association at the time of engaging the attorney.

ARTICLE X

DUES DEDUCTION

The Employer agrees upon receipt of an appropriate authorization card, they will deduct such regular dues as indicated by the employee for membership in the representative association of the employee. It should be clearly understood that the employee must authorize such deductions and that such is a voluntary authorization. It is also understood that the employee may withdraw such authorization pursuant to New Jersey Law.

ARTICLE XI

PENSION

The Employer shall continue to make contributions toward a pension and retirement plan in existence to those covered by this Agreement, according to the formula prevailing as of

the date of the execution of this Agreement, and upon the term fixed by statutes and the laws of the State of New Jersey.

ARTICLE XII

SENIORITY

Seniority is defined to mean accumulated time of police service as a full time police officer with the Borough of Woodbury Heights. Included in seniority are sick leave, temporary disability, approved leaves of absence, and vacation time, but excluded are valid periods of suspension and any break in service.

ARTICLE XIII

PROBATIONARY PERIOD

SECTION 1: New members of the Police Department shall serve a probationary period of one (1) year. During said probationary period, they shall be paid at a third class level of the salary guide as set forth herein. Upon completion of said probationary period, they shall advance to second class level (2 to 5 years) of the salary guide.

SECTION 2: The probationary period for a new officer who has not previously attended the police academy will begin the first day following the completion of the required police training and graduation rather than the date of employment.

SECTION 3: Probationary period for the Sergeant of Police will commence on the date of his appointment and shall continue for 6 months. Upon successful completion of his/her probationary period he/she shall become permanent.

ARTICLE XIV

POLICE TRAINING/ SCHOOLS

SECTION 1: The Chief of Police shall post a notice advising employees of the availability of training schools and seminars. The final determination of who shall be authorized to attend such training schools and seminars shall be vested in the Chief of Police.

SECTION 2: Employees attending police training schools and/or seminars which are required by the Chief of Police in order to upgrade the efficiency of the Police Department shall be reimbursed for actual expenses incurred, including meals, tolls, and car expenses, in accordance with the schedule established herein:

1. Mileage reimbursements equal to IRS allowances.
2. Actual tolls.
3. Meal Allowance: Employees are entitled to a meal allowance for all authorized meals under this Article at a rate not exceeding \$15.00 per meal to be reimbursed upon submission of receipts.
4. The cost of said training schools, seminars, or additional training shall be at the expense of the Employer if the employee is required to attend. Employees may attend voluntarily with the approval of the Chief of Police. However, the costs of such training schools, seminars, or additional training shall be at the expense of the employee unless the alternative arrangements are mutually agreed upon.

SECTION 3: The Chief of Police will ensure that each officer covered under this Agreement is given the opportunity to qualify twice a year with their firearm and additionally given the opportunity to acquaint themselves with any other weapons as they may be required to use in the course of their duties.

ARTICLE XV

PERSONAL DAYS

SECTION 1: Each employee shall be eligible for five (5) days personal leave per year. Personal leave time shall not accumulate. Except in emergency situations, employees shall submit their request to the supervisor forty-eight (48) hours in advance of their intent to take their personal leave.

SECTION 2: In general, unless operational needs of the Police Department dictate to the contrary, personal day selection shall occur on the basis of seniority as previously defined in this Agreement. All personal leave time may be delayed to a time based on the operational needs of the Police Department as identified by the Chief of Police.

SECTION 3: Personal leave days are to be utilized for personal business that cannot be conducted outside the normal working day. Personal leave shall not be taken for pleasure, recreation, job interviews or to extend vacations, holidays, or weekend.

ARTICLE XVI

SICK LEAVES AND LEAVES OF ABSENCE

SECTION 1: Funeral Leave:

a. Employees shall be granted special leave with pay because of death in the immediate family, including relatives in the household, or for death of other family members as enumerated in Section 2 of this Article.

b. Such funeral leave shall be granted with pay for up to five (5) days. Extensions past five (5) days must be granted by Borough Council.

SECTION 2: Definition: Members of the family are defined as the employee's mother, father, mother-in-law, father-in-law, grandmother, grandfather, sister, brother, spouse, sister or brother of spouse, child, foster child, and relatives of the employee that reside in their household.

SECTION 3: Illness:

a. Number of Days: An employee is entitled to one (1) day sick leave for each month of service.

b. Accumulation of Sick Leave: Sick leave shall accumulate during each employee's tenure but will not exceed 120 days of accumulated sick leave. Said sick leave shall be used as sick leave only.

c. Use of Sick Leave: Sick leave may be used by an employee for personal illness or illness of a member of their family which requires their attendance upon the person who is ill or which requires their being quarantined by a physician because of a disease which is contagious. Such sick leave in excess of three (3) working days will require a written statement from the employee's attending physician. In the event that an employee shall be called upon by an immediate member of their family to attend in the hospital or other place of recuperation and such visit shall not extend over one (1) working day, the employee will return to work after such visit and provide a reasonable statement, in writing, as to the purpose of such visit. Any employee who reports themselves sick while on duty after having worked two (2) hours will be charged with one-half (1/2) day sick leave. Sick leave shall not be used to extend a vacation or to obtain extra days off.

d. Injury: For a work related injury, an employee will be paid up to full salary until a Department appointed physician determines that they are capable of returning to work or places them on permanent disability. Time lost due to a work related injury is not to be deducted from sick leave accumulation.

SECTION 4: Leave of absence without pay:

a. A permanent employee who desires to engage in a course of study such as will insure their competency in their regular duties, with the approval of the Borough Council, may be granted a special leave of absence, for a period not to exceed six (6) months.

b. An employee who is absent from work without official permission or fails to notify their immediate supervisor or the Chief of Police that they will not report for work that day shall be subject to the appropriate disciplinary action and loss of pay.

SECTION 5: Sell Back of Sick Time:

a. When a covered employee has accumulated the maximum sick days (120) as described in Section 3b, the employee may sell back sick days to the Borough at a rate of two (2) sick days for one (1) days pay. Only days in excess of 120 may be sold back. Said payment shall be made in a separate check on or about December 1st.

b. An employee who retires from the Woodbury Heights Police Department under the provisions of a New Jersey Pension System may sell back all accumulated sick time at a rate of two (2) sick days for one (1) days pay.

c. Any employee who resigns, is terminated, or who otherwise leaves the Police Department for any reason (other than under pension), shall not be entitled to sick time sell back.

d. For purposes of computing sell-back compensation in this Section, one day shall consist of nine (9) hours commencing in year 2005.

e. One (1) hour of accumulated sick time shall be deducted from each employee in year 2004 only.

ARTICLE XVII

VACATIONS

SECTION 1: Earned Vacation: Employees shall be entitled to vacation based upon length of time employed with the Borough of Woodbury Heights as hereinafter provided:

6 months to 2 years	1 week
2 to 3 years	2 weeks and 1 day
3 to 4 years	2 weeks and 2 days
4 to 5 years	2 weeks and 3 days

5 to 6 years	2 weeks and 4 days
over 6 years	3 weeks
over 15 years	4 weeks
over 20 years	5 weeks

One week shall consist of 5 working days while on the five (5) platoon schedule.

SECTION 2: Any employee who is entitled to vacation shall, at their option, be allowed to take said vacation in consecutive weeks and/or days provided it does not unreasonably interfere with Departmental operations and provided further that the Chief of Police grants approval, which approval shall not be unreasonably withheld. Said vacation may be taken at any time during the calendar year.

SECTION 3: In general, unless operational needs of the Police Department dictate to the contrary, vacation selection shall occur on the basis of seniority as previously defined in this Agreement. Each employee shall submit to the Chief of Police on or before February 1 of the present contract year a list requesting at a minimum of 40% of their present years vacation days. This shall not include any listing of any carry over days. All vacation time may be delayed to a time based on operational needs of the Police Department as identified by the Chief of Police.

SECTION 4: Earned vacation shall be paid to any employee who is laid off or drafted by the military. These employees who have been laid off or drafted by the military during the calendar year shall be paid vacation time on a pro rata basis.

SECTION 5: Vacation time shall not accrue during a leave of absence.

SECTION 6: Any employee may choose not to utilize all of their earned vacation accrued. They must use all vacation time carried over from any previous year or lose that vacation time. If an officer has carry over vacation time from the previous contract year, it is understood that the excess vacation days from the previous contract year will be used first. The employee must also use at least 40% of the present contract year's allocation before they can sell back or carry over. The officer may choose to sell back up to 60% of their accrued vacation at a rate of one (1) day's vacation time for one (1) day's pay. Said notification of execution of this choice shall be made to the Chief of Police on or before November 1 of each contract year. Payment shall be made on or about December 1, in a separate check. All time shall be pro rated. For purposes of computing sell-back compensation in this Section, one day shall consist of nine (9) hours commencing with year 2005.

ARTICLE XVIII

HOLIDAYS

SECTION 1: Each employee shall be granted compensation for thirteen (13) holidays a year. (See Appendix A for holiday schedule). The Employer agrees to distribute actual holidays worked in an equitable manner as is reasonable based on the operational needs of the Police Department.

SECTION 2: Compensation for holiday pay shall be at a rate equal to eight (8) hours straight time.

SECTION 3: Any employee required to work on a Holiday shall be paid straight time times (x) one-half the total hours worked on the Holiday. Commencing with year 2005, payment of all Holiday pay shall be made within the pay period that the Holiday occurs.

SECTION 4: Commencing with calendar year 2005, all holiday compensation shall be considered a part of base salary for all purposes.

ARTICLE XIX

INSURANCE/ MEDICAL

SECTION 1: a. The Borough agrees to provide and assume all costs for the present health insurance plan, or its equivalent, for all members and their dependents. Eligible dependents shall include the employee spouse and any children up to the age (18). If the child maintains status as a full-time student that child's coverage shall remain until age twenty-two (22) as long as provided by the medical carrier.

b. The Borough agrees to provide and assume all costs for the present dental insurance plan, or its equivalent, for all members and eligible dependents. Eligible dependents shall include the employee spouse and any children up to the age eighteen (18). If the child maintains status as a full-time student that child's coverage shall remain until age twenty-two (22) as long as provided by the medical carrier.

SECTION 2: Death Benefit: If an employee loses their life "in the line of duty," the Borough shall pay for insurance coverage as described in Section 1, or the equivalent, for their spouse and children until their children reach legal age and/or their spouse either dies, remarries, or is included in an alternate, equivalent plan. Any child who is a full time student shall receive coverage until age twenty-two (22).

SECTION 3: The Borough will cover the cost of insurance coverage as described in Section 1, or the equivalent, for any covered employee who is disabled in the line of duty. Such coverage will cease if such employee becomes eligible for medicare/medicaid or shall be offered

paid equivalent health coverage by a future employer. If the employee retires under the provisions of a New Jersey State Pension Plan, they shall be carried on the Borough's rolls and said coverage, including Dental, shall be at the Employer's expense, only for the employee. If an employee elects to have eligible dependents covered under the same plans, said dependents shall be covered if eligible under the Plan and the retired employee shall pay the cost of premiums attributable thereto.

SECTION 4: The Borough will cover the cost of the Employee Assistance Program provided by the Gloucester County Law Enforcement Association for each employee covered by this Agreement.

SECTION 5: The Borough shall provide at no cost to the employee a full medical and physical examination annually. Said medical and physical examination shall include a chest X-ray, CBC-12 and AIDS blood test, EKG or stress EKG (for those employees over 35 years of age), eye and hearing examinations, and doctor's examination.

SECTION 6: Applicants for employment to the police department may also be required to submit to tests to determine drug or narcotic substance abuse at the expense of the employer.

SECTION 7: New employees will not be entitled to the medical benefits set forth under Article XIX, Section 1 until the ninetieth (90th) calendar day following the date of their employment.

ARTICLE XX

CLOTHING

Section 1: Clothing/Equipment: The employer shall provide each employee with an internal allowance for the purchase of clothing and duty equipment which shall be purchased for them upon authorization of the Chief of Police. Vendors shall be determined by the Borough or the Chief of Police with the allowance per employee established at \$725.00 for year 2004, \$725.00 for year 2005, and \$750.00 for year 2006 and \$775.00 for 2007. Officers may select duty clothing and equipment as they shall reasonably determine necessary for compliance with departmental rules, regulations and policies. Body armor vests are not included in this allowance and shall be provided by the Borough. Officers may begin ordering/purchase of uniforms and equipment no later than July 1 of each calendar year.

Section 2: Cleaning: Employer shall provide professional cleaning for duty clothing at Simpkins Cleaners of Woodbury, New Jersey. Employees shall be responsible for all drop-off and pick-up of duty clothing at Simpkins and each employee shall utilize such service reasonably and as necessary to comply with departmental clothing standards.

ARTICLE XXI

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ARTICLE XXII

INCENTIVES

SECTION 1: All employees shall be entitled to a maximum of seven hundred and fifty dollars (\$750.00) per year toward the cost of tuition and course materials for college courses. Said tuition assistance shall be broken up into two (2) three hundred and seventy-five dollar (\$375.00) disbursements per year. Said courses shall be related to employment and approved by the Chief of Police and the Public Safety Director. For payment, receipts shall be presented to the Chief of Police along with a copy of the grades received in the courses. The following payment schedule shall apply:

- 100% payment - A**
- 75% payment - B**
- 50% payment - C**
- 0% payment – Below**

SECTION 2: Incentive Pay for College Degrees

Associate Degree or FBI National Academy	\$ 250
Bachelor Degree	\$ 500
Masters Degree.....	\$750

The above college incentives shall be paid annually along with the Manual Skills Incentives on or about November 15 of each year.

SECTION 3: Manual Skill Incentives

	<u>2004</u>	<u>2005</u>
Emergency Medical Technician	\$200	\$250
Senior Lifesaving	\$100	\$150
Firearms Expert.....	\$100	\$175
Physical Fitness - Level 2.....	\$200	Same
 Level 3	\$350	Same
 Level 4.....	\$500	Same

***Good Health\$100\$250**
***In 2006, Good Health incentive shall be \$350.00**

Definitions of Manual Skill Incentives

Emergency Medical Technician: An officer shall be eligible for the Emergency Medical Technician incentive if they have been certified as an Emergency Medical Technician by the New Jersey State Department of Health in any calendar year.

Senior Lifesaving: An employee shall be eligible for the Senior Lifesaving incentive if they have been certified as a Senior Lifesaver by the New Jersey State Department of Health in any calendar year.

Firearms Expert: An employee shall be eligible for the Firearms Expert incentive if they score 90% or better in two out of three handgun qualifying rounds at each of two bi-annual qualification firings.

Physical Fitness: An employee shall be eligible for the appropriate level Physical Fitness incentive if they pass a physical fitness test that has been approved by the Chief of Police and administered by the Chief and/or his designee.

Good Health: An employee shall be eligible for the Good Health incentive if they do not utilize a sick day between January 1 and December 31 in any calendar year.

SECTION 4: The Borough agrees to pay the above incentives per qualification. The Chief of Police will maintain credibility and accountability of the program. It is understood that the incentives contained in Article XXII, Section 3 are annual incentives and each employee who qualifies shall receive the appropriate incentive on an annual basis. Said payment for College and Manual Skill Incentives shall be paid on or about November 15 in a separate check.

ARTICLE XXIII

INTENTIONALLY LEFT BLANK

ARTICLE XXIV

EQUIPMENT AND VEHICLES

SECTION 1: The Borough shall equip each patrol vehicle within the Patrol Division with such equipment as shall be deemed necessary by the Chief of Police.

SECTION 2: The Borough agrees to conform to all manufacturer and dealer warranty and maintenance requirements on all equipment except in emergency situations.

SECTION 3: The Borough shall make available, at all times, one (1) shotgun and sufficient ammunition thereof in each patrol car.

SECTION 4: No employee or vehicle shall be required to perform any non-office function(s) without proper radio communications at their disposal.

SECTION 5: Safe Driving Incentive: Any employee who has not been involved in a patrol car accident or who has not caused damage to any vehicle or equipment in the prior year shall be scheduled for an extra day off during the calendar year at the discretion of the Chief of Police.

ARTICLE XXV

WORK WEEK AND WORK YEAR

SECTION 1: This Article shall apply to all employees covered by this Agreement.

SECTION 2: Overtime: Overtime shall be paid to all employees covered under this Agreement who are authorized to work for any period in excess of his tour of duty. Said overtime shall be compensated at a rate of 1.5 times their regular hourly rate of pay for all said overtime, provided the employee has first worked a full tour of duty. Overtime computation of pay shall include applicable longevity, college degree, EMT and/or senior life saving incentives set forth at Article XXII hereof.

Overtime shall be paid for work performed beyond his tour of duty except under the following special circumstances:

- 1. Employee's attendance at police schools or seminars at the employee's request.**
- 2. Any police related activity that an employee volunteers to work such as sporting events, bank duty, dances, etc.**
- 3. Programs for organization, including demonstrations by volunteers.**
- 4. Assignment to special investigation by volunteers.**

Tour of duty shall be defined as a full set of working days. An example would be five (5) day shifts, five (5) evening shifts, or five (5) midnight shifts.

SECTION 3: In determining overtime, the first fifteen (15) minutes shall not be considered. However, if an employee works more than fifteen (15) minutes, they shall be paid from the beginning point, and any part of the first hour shall be paid as though the employee worked a full hour. Time beyond one hour shall be paid on the basis of fifteen (15) minute intervals, and any fraction of a fifteen (15) minute interval shall be paid as a full fifteen (15) minute interval.

SECTION 4: Call Back Time: If an employee is called in to duty on their regularly scheduled day off of at a time which contiguous to their regular shift, they shall be guaranteed a minimum of one (1) hour compensation. However, an employee may be called in early for their shift or kept after their regular shift without the one hour guarantee applying.

Court Time: An employee required to report to Municipal Court in the performance of their duties while on off-duty time shall receive a minimum of one (1) hour compensation at 1.5 times their regular hourly rate.

An employee required to report to Superior Court in the performance of their duties while on off duty time, other than in civil court action, shall be compensated at 1.5 times their regular hourly rate.

SECTION 5: Work Week: The work week shall vary dependent upon the schedule. The Borough reserves the right to assign overtime as necessary.

SECTION 6: Work Year: Except for time off permitted by contract and/or sick time, employees will normally be expected to work 2080 hours. Holiday time is paid in lieu of time off, which results in the condition set forth herein.

SECTION 7: Compensatory Time: In lieu of overtime payments, an employee may elect to take compensatory time off with the approval of the Chief of Police. A record of said accumulated compensatory time shall be maintained in accordance with Police Department directives.

SECTION 8: Employees who work more than the hours specified in Section 5 and Section 6 will solicit approval from the Chief of Police prior to working extra hours. Extra hours worked without such approval will neither be permitted or suffered.

SECTION 9: Schedule: The following schedule has been agreed upon by all parties and shall be adhered to unless an emergency is declared by the Chief of Police.

Commencing in 2004, and thereafter, the work schedule shall be a five (5) platoon system consisting of five (5) nine (9) hours day shifts followed by Two (2) days off; five (5) nine

(9) hour evening shifts followed by three (3) days off; and five (5) ten (10) hour midnight shifts followed by five (5) days off. It is recognized that the officers have agreed to work 2,080 hours in this calendar year and that this schedule totals 2,044 scheduled hours per year and that the officers thereby owe 36 hours to the Borough. This time will be made up through assignments as set forth in Subparagraph A hereinabove. (D) Officers who are scheduled to work on holidays prescribed in Article XVIII shall normally work an eight (8) hour day subject to scheduling modifications solely determined by the Chief of Police.

SECTION 10: Non-Scheduled Shift Change: Commencing in year 2005, and in non-emergency circumstances, any change in employee shift imposed without thirty-six (36) hours advanced notice shall be compensated to the employee at a rate of four (4) hours pay.

ARTICLE XXVI

SALARIES

SECTION 1:

		2005	2006	2007
	4%	4%	4%	4%
Patrolman Third Class	\$34,739	\$36,476	\$37,935	\$39,453
Patrolman Second Class	\$46,824	\$51,132	\$53,177	\$55,305
Patrolman First Class	\$53,237	\$58,134	\$60,465	\$62,883
Sergeant	\$59,750	\$65,247	\$67,857	\$70,572

SECTION 2: The above listed salaries shall be paid to employees on a bi-weekly basis in an amount equal to 1/26th of the listed annual salary.

SECTION 3: Annual salary increments shall be effective and shall be paid on the first calendar payroll of January in each respective year.

SECTION 4: The employer agrees to pay retroactive compensation due to all employees covered under this Agreement in the most expedient manner possible.

SECTION 5: At the request of either party, continued negotiations on the issue of “salary steps” for new hires shall commence.

SECTION 6: Holiday compensation shall be part of base salary listed in Section 1 above in accordance with Section 4 of Article XVIII hereof.

SECTION 7: The parties hereto confirm that computation of annual salary, holiday pay and hourly rates are as set forth in Appendix B hereof.

Definitions of Salary Guide Classes

Patrolman First Class: Patrolman First Class shall be defined as an officer who holds the rank of Patrolman who has completed five (5) years of police service. Said officer shall be eligible for Patrolman First Class compensation beginning on the fifth (5th) anniversary of their date of hire.

Patrolman Second Class: Patrolman Second Class shall be defined as an officer who holds the rank of Patrolman who has completed one (1) year of police service but not yet completed five (5) years of police service. Said officer shall be eligible for Second Class Patrolman compensation beginning on the first (1st) anniversary of their date of hire.

Patrolman Third Class: Patrolman Third Class shall be defined as an officer who holds the rank of Patrolman who is in their first (1st) year of police service. Said officer shall be eligible for Third Class Patrolman compensation beginning on their date of hire.

ARTICLE XXVII

LONGEVITY

SECTION 1: All employees shall be entitled to a longevity bonus as set forth in the following schedule for service to the Borough of Woodbury Heights only:

After 3 years of service:	1/2 % of annual base pay
After 5 years of service:	1% of annual base pay
After 7 years of service:	2% of annual base pay
After 10 years of service:	3% of annual base pay
After 15 years of service:	4% of annual base pay
After 20 years of service:	5% of annual base pay
After 25 years of service:	6% of annual base pay

SECTION 2: The above longevity payment shall be paid annually by the Borough of Woodbury Heights. Said payments will be paid on or about July 1 in a separate check in the year in which the years of service as set forth above is completed.

ARTICLE XXVIII

DURATION

SECTION 1: This Agreement shall be effective January 1, 2004 and shall terminate on December 31, 2007. If either party desires to amend or annul this Agreement, it shall notify the other party in writing at least 120 days before the expiration of this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

SECTION 2: This Agreement shall remain in effect during any period beyond December 31, 2007 until such time as a new Agreement is signed between the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature.

HARRY W. ELTON, JR.
Mayor, Borough of Woodbury Heights

RAYMOND LAWRENCE
Woodbury Heights Police Association

CLAIRE POOLE
Chairman of Public Safety
Committee

WILLIAM LEASH,
PBA NEGOTIATOR

JANET PIZZI
Woodbury Heights Borough Clerk

APPENDIX A

HOLIDAYS

New Year's Day

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**WOODBURY HEIGHTS POLICE ASSOCIATION
GLOUCESTER COUNTY PBA #122**

AND

**BOROUGH OF WOODBURY HEIGHTS
GLOUCESTER COUNTY, NEW JERSEY**

Term of Agreement:

January 1, 2004 - December 31, 2007

**WOODBURY HEIGHTS POLICE ASSOCIATION
CONTRACT**

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