

1083

AGREEMENT
BETWEEN
TOWNSHIP OF GREENWICH
AND
GREENWICH TOWNSHIP POLICE DEPARTMENT
P.B.A. LOCAL #280

For the period of January 1, 1992 through December 31, 1992

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ARTICLE I
DEFINITIONS

- EMPLOYEE:** A member of the Greenwich Township Police Department.
- EMPLOYER:** The Township of Greenwich represented by its Township Council or other designated employer representative.
- PROBATIONARY PERIOD:** One (1) year from the date of appointment and has successfully completed a police training course at a school approved and authorized by the Police Training Commission (L.O. 2-3.7).
- PATROLMAN TRAINEE:** Period from an employee's date of appointment until he has successfully completed the aforementioned police training course.
- REGULAR PAY RATE:** The employee's annual pay rate exclusive of overtime pay or any other special allowances.
- SENIORITY:** Accumulated length of service within the Greenwich Township Police Department computed from the employee's date of hire.

ARTICLE II

VACATIONS

A. Employees shall be granted vacation leave with pay as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE</u>
Up to one (1) year of service	Prorated based on months of service.
One year through three years	10 Working Days

B. All references aforementioned to years shall mean years of service calculated from the date of employment and all vacation leave shall vest at the beginning of the calendar year.

C. It is understood that the security of the Township of Greenwich is the prime consideration and that vacation scheduled may be altered or denied at the discretion of the Chief of Police to comport with exigencies that may arise from time to time.

ARTICLE III

HOLIDAYS

A. Employees shall receive the following paid holidays:

- | | |
|---------------------|-----------------------|
| 1. New Year's Day | January 1st |
| 2. President's Day | 3rd Monday February |
| 3. Good Friday | |
| 4. Memorial Day | Last Monday May |
| 5. Independence Day | July 4th |
| 6. Labor Day | 1st Monday September |
| 7. Election Day | |
| 8. Veteran's Day | November 11th |
| 9. Thanksgiving Day | 4th Thursday November |
| 10. Christmas Day | 25th December |

B. In addition to the aforesated holidays, employees shall also be compensated as a paid holiday for any additional holidays declared by the Mayor and/or the Township Committee.

C. In addition to his regular salary an employee shall be compensated as follows for paid holidays.

1. An employee shall receive eight (8) hours of compensation time for each holiday. If the holiday falls on the employees regular day off he shall be allowed to accumulate the compensated time.
2. If the paid holiday falls on a regular work day the Chief of Police shall decide whether or not the day is to be worked. If the Chief of Police decides that it is not necessary for the employee to work the paid holiday the employee shall be granted the day off thereby using the eight hours of holiday pay immediately.
3. If the Chief of Police decides that it is necessary to work the paid holiday the employee shall be granted payment in addition to his regular salary at time and one-half for all hours worked. This payment shall be made as cash payment and shall be paid at the next possible regular pay period.

CONTINUATION

ARTICLE 111

HOLIDAYS

4. If an employee is required to work a portion of a paid holiday he shall be granted in addition to his regular salary time and one-half cash payment for the hours worked and the remaining time shall be computed hour for hour and accumulated as compensated holiday time.
5. Any part of an hour shall constitute an hour.

ARTICLE IV

LEAVES OF ABSENCE

A. LEAVE WITHOUT PAY

Any and all requests by an employee for leave without pay shall be governed by the applicable Departmental Rules and Regulations in effect at the time of the employee's request.

B. SICK LEAVE

Sick leave is defined to mean the absence from duty of an employee because of illness or injury by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee. Member of the immediate family is interpreted as meaning parents, spouse, children, sister, brother, or grandparents. Sick leave shall not be interpreted as including an extended period where the employee serves as nurse or house-keeper during a protracted illness of a member of the family.

Each employee shall be entitled to ten (10) sick days leave per calendar year. An employee newly hired shall be granted sick leave on a prorated basis. An employee may accumulate up to forty (40) sick days and may not receive monetary compensation for accumulated time.

C. FUNERAL LEAVE

Employees shall receive the following schedule of leave of absence with pay in the event of death in their family.

Death of spouse or child	3 working days
Parent	3 working days
Mother-in-law or Father-in-law	3 working days
Grandparent	3 working days
Brother or Sister	3 working days

D. Leave of absence shall be granted by the Chief of Police in compliance with Article. In case of illness, no leave of absence shall be granted for more than three days duration unless a certification from a licensed physician is presented to the Chief of Police upon return to duty.

E. ADMINISTRATIVE LEAVE

At the present time Administrative Leave does not exist within the Police Department.

ARTICLE V

CLOTHING AND MAINTENANCE

- A. The Township purchases and maintains the uniforms. This maintenance is inclusive of cleaning and repairs. Uniforms include but are not limited to, the uniform of the day, hats, coats, rain gear, boots, gloves, shoes, bullet-proof vest, ties, leather goods for handguns, and handguns, etc.
- B. If any part of an employee's uniform and/or personal effects is destroyed in the line of duty, it shall be the responsibility of the Township of Greenwich to replace same upon approval of the Chief of Police, which approval shall not be unreasonably withheld.

ARTICLE VI

SALARIES

Effective January 1, 1992 the following salary schedule shall be implemented for the positions of Chief of Police, Patrolman First Class, Patrolman Second Class, Patrolman Third Class, and Patrolman Trainee.

Chief of Police	\$36,300.00
Patrolman First Class	\$33,000.00
Patrolman Second Class	\$31,600.00
Patrolman Third Class	\$28,500.00
Patrolman Trainee	\$22,000.00

ARTICLE VII

OVERTIME

- A. Overtime shall be defined as the time worked by an employee in excess of the regular daily scheduled work requirement of eight hours a day within the standard forty hour work week and any time worked on the employee's regular day off.
- B. When cash payment shall issue the overtime shall be computed at a rate of one and one-half times the employees hourly rate. Computation for this hourly rate is based upon the standard 2080 hours in a work year.
- C. When compensated time off shall issue the overtime shall be computed at a rate of one and one-half times the number of hours worked.
- D. With respect to this Article any part of an hour constitutes an hour.
- E. Overtime shall be accumulative until used by the employee.
- F. Overtime payment shall not pyramid with other compensated time except for the employee's regular annual salary payment in conjunction with the standard work year. An example of prohibited pyramiding is receiving compensated payment for a holiday worked and then submitting for overtime payment on top of it.
- G. Overtime payment shall issue at the next available scheduled pay period.

ARTICLE VIII

INSURANCE

A. HEALTH LIFE AND DEATH BENEFIT INSURANCE

The Township of Greenwich provides for this benefit thru a policy written by Connecticut General Insurance Company. The expense of the policy is paid by the Township.

The amount of coverage on the aforementioned policies shall not be decreased by the Township from the standard present as of January 1, 1992, unless prior notification and approval is received by each effected employee. The Township reserves the right to only increase or better the standards.

B. ACTIONS AGAINST POLICEMAN

The Township of Greenwich shall pursuant to the New Jersey Statutes provide for the full services where actions are brought against a policeman.

C. FALSE ARREST AND VICARIOUS LIABILITY INSURANCE

The Township of Greenwich shall provide all employee's with False Arrest and Vicarious Liability Insurance. The standard of insurance present as of January 1, 1992, shall be maintained or improved. Liability coverage to \$1,000,000.00 each person/each occurrence/annual aggregate subject to a \$2,500.00 each loss deductible including loss and expense.

ARTICLE IX

PENSION

- A. The Township of Greenwich shall provide for the pension and retirement benefits to the employees covered by this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey.
- B. The Police Department is currently enrolled in the State Public Employee's Retirement System.

ARTICLE X
INTERNAL GRIEVANCES AND ARBITRATION PROCEDURE

- A. The Police Chief or his designee shall recognize and deal with the members of the Police Department for the adjustment of any grievances which may arise in accordance with the current Agreement agreed upon by the Township Committee and the employees of the Police Department.

The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the items and conditions of this Agreement. It is also to resolve grievances as soon as possible so as to secure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

Grievances are defined as any dispute or controversy between the parties with respect to the interpretation, application, or violation of policies, agreements, and administrative decisions affecting employees.

B. INTERNAL GRIEVANCE PROCEDURE

C. STEPS OF THE GRIEVANCE PROCEDURE

STEP ONE:

- a. An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the act being grieved by formally in writing advising his immediate superior. An earnest effort shall be made to settle the grievance. Failure to act within the said ten days shall be deemed to constitute an abandonment and waiver of the grievance. The immediate superior shall render a decision within three (3) days after receipt of the grievance.

STEP TWO:

- a. In the event the grievance is not settled by step one the grievance shall be reduced to writing by the grievant setting forth the nature of the grievance, the facts upon which it is based, the provisions of the agreement allegedly violated, and the remedy requested. It shall be signed by the grievant and filed with the Chief of Police or other employer designated in step one. The Chief of Police or other employer designated representative shall render a decision in writing within seven (7) days from the receipt of the grievance.

ARTICLE X

INTERNAL GRIEVANCES AND ARBITRATION PROCEDURE

STEP THREE:

- a. In the event that the grievance is not settled by step two then within two days following the determination of the Chief of Police or other employer designated representative the matter shall be filed with the Town Council, who shall render a decision in writing within ten days after the first committee meeting following the submission of the grievance.

C. TIME

The time limits set out herein shall be strictly adhered to and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However, upon mutual consent of the parties the time limits for any step may be extended or contracted.

D. STATUTORY RIGHT OF APPEAL

Nothing contained in this Article shall alter, amend, change, or affect any statutorily mandated right of appeal, including review of disciplinary matters. SEE N.J.S.A. 11:2A-1 and N.J.S.A. 40A:14-15 respectively.

ARTICLE XI

SEPARABILITY AND SAVINGS

- A. IF any provision of the Agreement or any application of this Agreement to any employee or member is held to be invalid by operation of law by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to such invalid provisions, provided the provision is of an economic nature, consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A et. seq. However, all other provisions and applications contained herein shall continue in full force and effect and shall not be affected thereby.
- B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement

ARTICLE XII

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and the activities of its employees.
2. To hire all employees and subject to the provisions of the law, determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees provided such employees have the qualifications and ability to perform the necessary work.
3. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to law.
4. The exercise of the foregoing powers, rights, authority, duties, responsibilities of the Township and the adoption of policies, rules, regulations, practices, and furtherance thereof 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 United State, the State of New Jersey, and the Local Ordinances of the Township of Greenwich.

ARTICLE XIII

TERM AND RENEWAL

This Agreement shall be in full force and effect retroactively to January 1, 1992, and shall remain in effect to and including December 31, 1992. This Agreement shall continue in full force and effect from year to year thereafter, unless one party of the other gives notice, in writing, no sooner than one-hundred-fifty days nor later than ninety days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement. In the event such written notice is given and a new Agreement is not signed before the expiration date of the old Agreement, said Agreement is to continue in full force and effect until a new Agreement is signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Greenwich, Warren County, New Jersey on this _____ day of _____, 1992.

Employees of the Greenwich Township
Police Department.
P.B.A. Local #280.

Township of Greenwich

Chief Wayne D. Wallace
Patrolman M. [unclear]

Barry A. Clark
John D. [unclear]
William [unclear]

ATTESTED TO:

Kay Brown
Kay Brown, Township Clerk