Woolwich Township New Jersey

AND

Policeman's Benevolent

Association Local # 122

JANUARY 1, 2006 THROUGH DECEMBER 31, 2009



TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I – RECOGNITION	1
ARTICLE II – MAINTENANCE OF STANDARDS	2
ARTICLE III – MANAGEMENT RIGHTS	2
ARTICLE IV – GRIEVANCE PROCEDURE	. 3
ARTICLE V - COMPENSATION	5
ARTICLE VI – OVERTIME	6
ARTICLE VII – CALL BACK	7
ARTICLE VIII – COURT TIME	7
ARTICLE IX – EDUCATION	7
ARTICLE X - CLOTHING AND EQUIPMENT	8
ARTICLE XI – HOLIDAYS	8
ARTICLE XII – VACATION	9
ARTICLE XIII – HEALTH BENEFITS	9
ARTICLE XIV – LEAVES OF DUTY	10
ARTICLE XV – MILEAGE EXPENSE	11
ARTICLE XVI – EMPLOYMENT ASSISTANCE PROGRAM	12
ARTICLE XVII – LONGEVITY	12
ARTICLE XVIII - LEGAL DEFENSE AND INDEMNIFICATION	12
ARTICLE XIX – ACTING SUPERVISOR COMPENSATION	12
ARTICLE XX – EMBODIMENT OF AGREEMENT	12

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	ARTICLE XXI – DISSOLUTION OF EIGHTEEN MONTH INCREMENTS	13
	ARTICLE XXII – DURATION	14
٨	SCHEDULE "A"	15

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PREAMBLE

THIS AGREEMENT made and entered into in Woolwich Township, New Jersey this day of September, 2006 between the TOWNSHIP OF WOOLWICH, in the County of Gloucester and State of New Jersey, hereinafter referred to as "Township" or "Employer" and THE POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL # 122, as sole and exclusive bargaining agent for the bargaining unit consisting of all regular police officers of the Woolwich Township Police Department, excluding the Chief of Police and Captain of Police, hereinafter referred to as the "Association".

WITNESSETH

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

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

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

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

ARTICLE I

RECOGNITION

SECTION 1. The Township hereby recognizes the Policeman's Benevolent Association Local # 122 as the sole and exclusive representative of all regular police officers of the Woolwich Township Police Department, excluding the Chief of Police and Captain of Police, for the purpose of collective negotiations with respect to terms and conditions of employment.

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

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ARTICLE II

MAINTENANCE OF STANDARDS

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

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

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

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

ARTICLE III

MANAGEMENT RIGHTS

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

- a. To exercise executive management and administrative control of the Police Department and its properties and facilities and the activities of its employees while such employees are on duty.
- b. To hire all employees, and subject to the provision of law, to determine their qualifications and the conditions for their continued employment or their fines, suspensions, dismissals, or demotions for good cause; and to promote and transfer all such employees within the Police Department.
- SECTION 2. The exercise of the foregoing powers, rights, authority, and duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof, are in conformance with the Constitution and laws of the States.

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- SECTION 3. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the New Jersey laws or any other national, state, county, or local laws or regulations.
- SECTION 4. Nothing in this Agreement which changes pre-existing Employer policy, rules or regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the directions of the Chief of Police and Director of Public Safety, if applicable, and in accordance with Employer and administrative policies, rules, and regulations provided that the provisions of the Agreement shall supersede and prevail over any conflicting provisions.
- SECTION 5. It is understood that under the rulings of the courts of New Jersey, the Employer is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding, nothing contained in this section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Employer has waived rights which are expressly required by the courts to be retained by the Employer.

ARTICLE IV

GRIEVANCE PROCEDURE

- SECTION 1. For the purposes of this Agreement, a grievance is defined as a dispute between the Employer and any employee covered hereby with respect to working conditions, safety conditions or the alleged violation of a specific provision of this Agreement, provided that the term grievance shall not apply to:
 - a. Any matter for which a method of review is prescribed by law, or,
 - b. Any matter which according to law is either beyond the scope of authority of the Township of Woolwich or limited to unilateral action by the Township of Woolwich alone, or,
 - c. A complaint of any employee which arises by reason of his or her not being reemployed.

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

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

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- All employees covered under this Agreement shall have the right to present a grievance. Unless otherwise provided in this Agreement, the grievance shall be processed in the following manner:
- Step 1. The aggrieved party(s) and the Chief of Police or his designee shall within five(5) calendar days of said filing, informally meet and discuss the grievance. The Chief of Police shall render his decision, in writing, within ten (10) calendar days after the discussion of the grievance with the aggrieved party. Failure to render a written decision within ten (10) calendar days shall permit the aggrieved party(s) to automatically move to Step Two.
- Step 2. In the event the grievance shall not have been resolved at Step One, the aggrieved party(s) shall, in writing and signed, file the grievance with all previous documents with the Township Committee within ten(10) calendar days following the conclusion of Step One. The Township Committee and aggrieved party(s) shall meet to discuss the grievance within ten(10) calendar days of the filing of said grievance. The Township Committee shall, in writing render a decision within fifteen(15) calendar days after the meeting with the aggrieved party(s). The decision of the Township Committee shall be final and binding upon the parties involved in the grievance except for the alleged violation of a specific provision of this Agreement which may be taken to Step Three.
- Step 3. If the grievance charges a violation of a specific provision of this Agreement and has not been resolved at Step Two, the aggrieved party(s) may request the appointment of an arbitrator for arbitration limited to the issue of the alleged violation of a specific provision of this Agreement. A request for the appointment of an arbitrator shall be filed by the aggrieved party(s) in writing within forty-five (45) days after the last day the Township Committee could have rendered a decision.

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

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

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

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

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

ARTICLE V

COMPENSATION

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

	2006	2007	2008	2009
Acad. Recruit	\$28,061.63	\$29,184.10	\$30,351.46	\$31,565.52
7 th Class Ptl.	\$35,480.46	\$35,480.46	\$35,480.46	\$36,899.68
6 th Class Ptl.	\$38,563.89	\$40,202.86	\$41,810.97	\$43,483.41
5 th Class Ptl.	\$42,424.79	\$44,227.84	\$45,996.95	\$47,836.83
4 th Class Ptl.	\$47,967.72	\$50,006.35	\$52,006.60	\$54,086.86
3 rd Class Ptl.	\$52,953.72	\$55,204.25	\$57,412.42	\$59,708.92
2 nd Class Ptl.	\$60,432.70	\$63,001.09	\$65,521.13	\$68,141.98
1 st Class Ptl.	\$64,004.74	\$66,724.94	\$69,393.94	\$72,169.70
Corporal	\$65,247.45	\$68,020.47	\$70,741.29	\$73,570.94
Sergeant	\$68,785.82	\$71,709.22	\$74,577.59	\$77,560.69
Licutenant	\$74,666.01	\$77,839.32	\$80,952.89	\$84,191.01



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

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

SECTION 3 The appropriate increment, based upon the above salary list, shall automatically be given to the employee on the date when the employee is elevated to the next class based on the following: A probationary patrolman shall be elevated to 7th class after a one year (1) probationary period following successful completion of initial training at the Police Academy. A probationary patrolman who fails to successfully complete the initial probationary period within one year after his/her first date of hire may be terminated. After a 7th class patrolman has held that position for twelve months, he/she shall be elevated to 6th class patrolman. After a 6th class patrolman has held that position for twelve months, he/she shall be elevated to 5th class patrolman. After a 5th class patrolman. After a 4th class patrolman has held that position for twelve months, he/she shall be elevated to 3rd class patrolman. After a 3rd class patrolman has held that position for twelve months, he/she shall be elevated to 2nd class patrolman. After a 2nd class patrolman has held that position for twelve months, he/she shall be elevated to 2nd class patrolman. After a 2nd class patrolman has held that position for twelve months, he/she shall be elevated to 1st class patrolman. After a 2nd class patrolman has held that position for twelve months, he/she shall be elevated to 1st class patrolman.

ARTICLE VI

OVERTIME

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

ARTICLE VII

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CALL BACK

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

ARTICLE VIII

COURT TIME

SECTION 1. The Township agrees that time spent in Court as a result of cases which arise out of police functions while in the line of duty shall be considered as working time and employees shall be paid \$85.00 per appearance for the years of 2006, 2007, 2008, and 2009 inclusive. This reimbursement is to include Municipal Court, Civil Court, County Court, Juvenile Conferences, Juvenile Court, Grand Jury and any other courts within the Judicial System and paid only if the Officer is required to appear when not otherwise on duty.

ARTICLE IX

EDUCATION

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

SECTION 2. If an employee covered under this Agreement attends college, the Township agrees to reimburse tuition for courses successfully completed, with the achievement of a grade C or better, and giving credit towards an Associates, Bachelors or Masters degree in a field related to law enforcement and/or management as determined by the Chief of Police up to the total reimbursement not to exceed \$1,200 per calendar year. This benefit is non-cumulative and any unused benefit in one calendar year cannot be carried over to another year.

SECTION 3. If an employee covered under this Agreement attends a recognized course, pre-approved by the Chief of Police, in a field related to law enforcement or professional advancement of his/her career as a law enforcement officer, he/she is entitled to be reimbursed in an amount not to exceed \$500.00 per calendar year.

ARTICLE X

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CLOTHING AND EQUIPMENT

SECTION 1. The Township shall make an initial issue of uniforms to each new employee. These uniforms shall be provided at no cost to the employee and will be replaced when presented by the employee for replacement and approved by the Chief of Police.

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

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

SECTION 4. Each employee covered by this Agreement shall receive an annual allowance of \$725.00 for the maintenance, cleaning and repair of clothing for the years 2006, 2007, 2008, 2009 inclusive. The first half of this payment shall be made in June and the second half paid in December.

ARTICLE XI

HOLIDAYS

SECTION 1. Each employee shall be compensated at this regular straight time rate for eight(8) hours for each of the thirteen(13) holidays as per the attached Schedule "A". One(1) eight hour day's pay for each day shall be so designated, regardless of the fact that the day may have fallen on a scheduled day off. Holiday pay shall be limited to eight(8) hours per day and shall not increase due to twelve(12) hour shifts the Department is working. This compensation shall be paid out over the entire calendar year. For the calendar year in which the employee is hired, he or she shall only be paid for the holidays occurring subsequent to his or her date of hire. If an employee actually works the holiday, he shall be paid at the rate of time and one half pay for all time actually worked on the holiday in addition to his eight(8) hours compensation for the day as set forth above.

ARTICLE XII

VACATION

SECTION 1. Earned vacations. All full-time employees covered by this Agreement shall be entitled to vacation as listed below.

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- a. Police Academy Recruit through one (1) year will receive no vacation hours.
- b. New hires up to the completion of one (1) year of service, an employee shall receive eighty-four (84) hours of vacation per year.
- c. Starting the second (2nd) year of service, until the completion of five (5) years of service, employees shall receive one hundred and twenty hours (120) hours of vacation per year.
- d. Starting the sixth(6) year of service, until completion of ten(10) years of service, employees shall receive two hundred and four (204) hours of vacation per year.
- e. Starting the eleventh (11) year of service, until the completion of twenty years (20) of service, employees shall receive two hundred and forty hours (240) of vacation per year.

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

SECTION 2. Employees may "carry over" four (4) unused vacation days into the next calendar year with the approval of the Chief of Police and may not accumulate more than four (4) days in any given year. If the days are not used in the subsequent year then they may not carry over to the next year. Vacation selection shall be by seniority. The Chief of Police must approve all vacations and the Chief of Police shall determine the number of employees who may be on vacation at one time.

ARTICLE XIII

HEALTH BENEFITS

SECTION 1. The Township agrees to provide and pay for the existing Ameri-Health Medical Plan or any other medical plan that is equal to or better than said program for both employees and his/her family. This plan shall remain in effect for the duration of this contract except that the Township may implement a health benefit plan, which is equal to or better than the aforementioned plan. The employees agree to a co-pay of \$10.00 per doctor visit, \$5.00 for generic drugs and \$10.00 for brand-named drugs.

SECTION 2. The Township further agrees to reimburse the employee per calendar year for dental expenses for the employee and his spouse and children less than eighteen(18) years old and living in the employee's household up to \$800.00. This will be reimbursed to the employee upon presentation of Dentist receipt. Receipts will be presented to the Chief of Police as soon after the treatment as practical. If the employee so chooses, the Township, in lieu of said reimbursement, will pay up to \$800.00 on the premium of a Dental Insurance Policy for such employee and his spouse and children under eighteen(18) years old and living

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in the employee's household. This benefit is non-cumulative. Dental benefits not used in one(1) calendar year cannot be carried over to the next year. The Township and the employees agree to implement a Dental plan in lieu of the above if the Township is able to acquire such a plan that is acceptable to both parties.

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

ARTICLE XIV

LEAVES OF DUTY

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

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

In the event of the death of the employee's stepbrother, stepsister, mother-in-law or father-in-law, grandparents or stepchildren who do not reside in the employee's household, the employee shall be granted three(3) consecutive calendar days bereavement leave at the discretion of the Chief of Police for travel, arrangements or other personal matters. One of these three(3) days shall include the funeral day itself. The aforementioned bereavement leave shall not be deducted from the employee's annual sick leave.

SECTION 3. Employees shall be granted three(3) personal leave days. The scheduling of a personal day(s) is subject to the approval in advance by the Chief of Police who may refuse the date requested with justification. The Officer must submit his/her request to the Chief of Police at least five(5) days in advance of the date requested, unless an emergency arises where prior notice cannot be given. For the purpose of calculating personal days, a day shall be defined as a twelve(12) hour day for the purpose of payment under this provision only. To the extent that the shifts change within the Township, then a day shall be defined as the number of hours worked on the new shift.

SECTION 4. Sick Leave. Employees shall earn ten(10) hours of sick time per month per year, with pay, when unable to work scheduled hours due to illness or injury. Any amount of sick leave not used in any calendar year shall be accumulated from year to year, but all unused sick leave shall automatically expire upon termination of employment for any reason, including but not limited to death, resignation, retirement, or discharge.

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

SECTION 6. Any employee who does not call out sick over a designated twelve(12) month period shall receive a \$300.00 bonus. Bonus periods are January 1st to December 31st.

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

ARTICLE XV

MILEAGE EXPENSE

SECTION 1. Whenever an employee is required to use his/her personal vehicle for official police business, he/she shall be reimbursed at the annual standard mileage rate issued by the Internal Revenue Service for distance traveled to and from. Said employee shall provide the Chief of Police with before and after odometer reading for payment with nature of business to be provided.

ARTICLE XVI

EMPLOYMENT ASSISTANCE PROGRAM

SECTION 1. The Township shall enroll each employee into the Gloucester County Employee Assistance Program with the Township bearing costs not to exceed \$21.00 nor less than \$18.00 per employee per year.

ARTICLE XVII

LONGEVITY

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SECTION 1. Longevity shall be calculated on the employee's anniversary date of hire. Longevity shall be included in the employee's base salary for all calculation purposes, for all members of the bargaining unit. Longevity shall be paid as a part of the employee's regular bi-weekly paycheck in accordance with the Employer's regular payroll practices and paid at the following rates:

	`2006	2007	2008	2009
5-9 years of service	\$500.00	\$600.00	\$700.00	\$750.00
10-14 years of service	\$750.00	\$850.00	\$950.00	\$1000.00
15-19 years of service	\$1000.00	\$1100.00	\$1200.00	\$1250.00
20 plus years of service	\$1250.00	\$1350.00	\$1450.00	\$1500.00

ARTICLE XVIII

LEGAL DEFENSE AND INDEMNIFICATION

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

ARTICLE XIX

ACTING SUPERVISOR COMPENSATION

SECTION 1. Any Patrol Officer covered under this Agreement who acts as a shift supervisor shall be compensated at the Sergeant's rate of pay for hours worked in that capacity, unless a Lieutenant is on duty during that shift.

ARTICLE XX

EMBODIMENT OF AGREEMENT

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

ARTICLE XXI

DISSOLUTION OF EIGHTEEN MONTH INCREMENTS

SECTION 1. As of January 1, 2006, the Township and Police Department agree to the removal of the eighteen month increments respective to steps five and six and agree to the terms set forth in ARTICLE V, Section 4 of this Agreement.

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- SECTION 2. The agreed upon dissolution requires the adjustment of anniversary dates for certain employees for the purposes of movement on the salary guide. The Township and Police Department agree to the following movements of the below listed groups:
- a. Group 1 consists of Officer T.J. Daniels. Officer Daniels was hired on May 15, 2003 and moved into Step 5 on November 15, 2004. As of January 1, 2006, Officer Daniels would have been in Step 5 for more than 12 months, Therefore, pursuant to this Agreement, Officer Daniels should be elevated to Step 4 as of January 1, 2006 and January 1 shall be Officer Daniels' anniversary date for subsequent movement on the salary guide as set forth in ARTICLE V, Section 4.
- b. Group 2 consists of Officers Richard Jaramillo and Anthony Verrilli. Both officers were hired on August 1, 2003 and moved into Step 5 on February 1, 2005. As of February 1, 2006, Officers Jaramillo and Verrilli would have been at Step 5 for twelve months. Therefore, pursuant to this Agreement, Officers Jaramillo and Verrilli should have been elevated to Step 4 as of February 1, 2006 and February 1 shall be the Officers' anniversary date for subsequent movement on the salary guide as set forth in ARTICLE V, Section 4.
- c. Group 3 consists of Officers Johnston, Schaeffer, and Cook. Officers Johnston, Schaeffer, and Cook were hired on May 17, 2004. These Officers moved into Step 5 as of November 17, 2005. Pursuant to this Agreement, these Officers should move into Step 4 as of November 17, 2006 and November shall be the Officers' anniversary date for subsequent movement on the salary guide as set forth in ARTICLE V, Section 4.

ARTICLE XXII

DURATION

SECTION 1. This Agreement shall be effective January 1, 2006 and shall remain in full force and effect until December 31, 2009. Unless otherwise stated, all increases in pay and benefits for the contract year of 2006 will be retroactive to January 1, 2006. No later than one hundred twenty(120) days before the termination of this Agreement the parties shall commence negotiations for a new Agreement for the year 2009. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 2009, the terms and conditions of this Agreement will be in full force and effect until a new Agreement is executed.



ARTICLE XXII

DURATION

SECTION 1. This Agreement shall be effective January 1, 2006 and shall remain in full force and effect until December 31, 2009. Unless otherwise stated, all increases in pay and benefits for the contract year of 2006 will be retroactive to January 1, 2006. No later than one hundred twenty(120) days before the termination of this Agreement the parties shall commence negotiations for a new Agreement for the year 2009. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 2009, the terms and conditions of this Agreement will be in full force and effect until a new Agreement is executed.

ATTEST:	
TOWNSHIP OF WOOLWICH	P.B.A. LOCAL # 122
BY:	BY: Walang Read
GIUSEPPE CHILA, MAYOR	WILLIAM LEASH, REPRESENTATIVE
BY Audeber	BY: Evalue CO
JANE DIBELLA, CLERK	EDWARD MCCORMICK, REPRESENTATIVE
BY:	BY Callford
WITNESS	MICHAEL SCHAEFFER, REPRESENTATIVE

SCHEDULE "A"

2006 - 2009 CONTRACT YEARLY HOLIDAYS

New Year's Day

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

The Day After Thanksgiving

Christmas Day