

1983-1984 Sergeants 11-13

AGREEMENT

Between:

West Windsor Township

TOWNSHIP OF WEST WINDSOR  
MERCER COUNTY, NEW JERSEY

and

LOCAL NO. 271,  
WEST WINDSOR POLICEMEN'S BENEVOLENT ASSOCIATION  
WEST WINDSOR TOWNSHIP  
POLICE DEPARTMENT MEMBERS ONLY  
(Sergeants)

X January 1, 1983 through December 31, 1984

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PREAMBLE

This Agreement entered into this . day of  
by and between the TOWNSHIP OF WEST WINDSOR, in the County  
of Mercer, New Jersey, a municipal corporation of the State  
of New Jersey, (hereinafter called the "Township"), and  
LOCAL NO. 271, WEST WINDSOR POLICEMEN'S BENEVOLENT ASSOCIATION,  
WEST WINDSOR TOWNSHIP POLICE DEPARTMENT MEMBERS, (hereinafter  
called the "Association"), represents the complete and final  
understanding on all bargainable issues between the Township  
and the Association.

ARTICLE I  
RECOGNITION

The Township hereby recognizes the Association as the exclusive collective negotiations agent for all Sergeants (hereinafter called the "employees"), employed in the Police Department of the Township.

ARTICLE II  
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. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees within the Police Department;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, 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 New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R. S. 40 and 40A or any other national, state, county or local laws or ordinances.

ARTICLE III  
WAGES (SERGEANTS)

A. The annual salaries of the employees in the bargaining unit shall be \$28,288 for 1983 and \$29,978 for 1984.

It is understood that the Township agrees to pay all employees of the bargaining unit on Thursdays, unless there are unforeseen circumstances which delay the processing of checks, in which case payment will be made as soon as possible after the Thursday schedule.

ARTICLE IV  
EXTRA WORK

A. Extra work, for purposes of this Article, shall be defined as services in the nature of special or private Police duty provided by Police in their off-duty hours to individuals, groups, clubs, institutions and others, and which services the Township is not expected or obligated to provide as a normal police function (e.g., traffic duty, security at private parties or events, club or school dances, football games, etc.), for which payment is made by those receiving the service.

B. Police officers may engage in off-duty special police work as defined above. Such work assignments shall be made by the Chief of Police with preference given to off-duty police officers subject to such regulations as may now or thereafter be promulgated by the Township.

C. All requests by prospective employers shall be submitted through the Police Department.

D. No employee shall be required or compelled to work extra duty.

E. The base rate for such extra work assignments except Princeton University shall be \$10.00 per hour and all hours worked over eight (8) consecutive hours shall be paid at \$15.00 per hour. When the rate being paid by the individual, group, club or institution is normally higher than \$10.00 per hour, the higher rate shall prevail with all hours worked over eight (8) consecutive hours being compensated at one and a half (1-1/2) times the higher prevailing rate. Services provided for Princeton University functions, other than reunions shall be compensated at the rate of one and a half times (1-1/2) the employee's regular hourly rate. Such assignments shall have a three (3) hour minimum.

F. All payments provided in "E" above shall be made to the Township.

G. The Township will pay employees performing extra work as defined in section "A" above by separate check on the pay day covering the second pay period after said work was performed.

ARTICLE V  
VACATIONS

Each employee on the force prior to April 1, 1981 shall be entitled to vacation time based on the greater allowance between schedule "A" and schedule "B". Employees hired after April 1, 1981 shall be entitled to vacation time in accordance with schedule "B".

Schedule "A"

Upon completion of six months, but less than one year, and if initially employed as a regular member of the Department on or before July 1st	7 working days in each current calendar year
Upon completion of one year until the fifth anniversary of service	14 working days in each current calendar year
Upon reaching the fifth anniversary of service, vacation shall be	15 working days in each current calendar year
Upon reaching the sixth anniversary of service, vacation shall be	16 working days in each current calendar year
Upon reaching the seventh anniversary of service, vacations shall be	17 working days in each current calendar year
Upon reaching the eighth anniversary of service, vacation shall be	21 working days in each current calendar year
After the eighth anniversary of service, vacation shall be	21 working days in each current calendar year

Schedule "B"

During the first year of service	1/2 day per month in the current calendar year
Upon completion of one year until the fifth anniversary of service	14 working days in each current calendar year
Upon reaching the fifth anniversary of service and through the ninth anniversary of service	14 working days in each current calendar year plus one additional day for each year beginning with the fifth year through the ninth year

ARTICLE V -- VACATIONS (Continued)

Upon reaching the tenth anniversary of service	22 working days in the current calendar year
Upon reaching the eleventh anniversary of service	23 working days in the current calendar year
Upon reaching the twelfth anniversary of service	24 working days in the current calendar year
Upon reaching the thirteenth anniversary of service and through the fifteenth anniversary of service	25 working days in the current calendar year
Upon reaching the sixteenth anniversary of service and through the twentieth anniversary of service	25 working days in each current calendar year plus one additional day for each year beginning with the sixteenth year through the twentieth year
After the twentieth anniversary of service	30 working days in each current calendar year

Example: Employee began service October 25, 1972. On October 15, 1977, the employee will reach his fifth anniversary of service and therefore will be entitled to 15 working days of vacation during the calendar year of 1977, even though he may take his total vacation before the actual anniversary date.

Vacation periods may be selected by the employees in accordance with their rank and seniority within squads, but shall be scheduled only with the approval of the Chief of Police so as not to interfere with departmental operations. Current calendar year is the year in which the anniversary mark is reached.

ARTICLE VI  
HOLIDAYS

A. The Township hereby agrees to grant twelve (12) holidays per annum to the employees in the Police Department.

B. It is recognized by the parties hereto that by reason of the nature of the business of the Police Department, employees of the department are not able to be excused from working on holidays as are normally enjoyed by other Township employees. Therefore, in lieu of having specific holidays as days off, the police officers agree to take twelve (12) substitute days off or that amount of days subject to the election of each police officer, as set forth in Section "D" below. All holidays off shall be scheduled by the Chief of Police at his discretion. The scheduling of such "holiday days" shall occur not less than seven (7) working days prior to such scheduled day off and each police officer shall be notified in writing as to the scheduling of such day.

C. The holiday year shall be the twelve (12) month period commencing January 1 and ending December 31, and all holiday days shall be scheduled within the calendar year in which they occur. In the event that the Chief of Police shall fail to schedule a holiday day by November 30th or shall fail to provide for the taking of such holiday within the calendar year, the police officer shall then in that event, be entitled to be compensated for such "holiday day" on a straight time basis in addition to regular compensation for any such days.

D. It is understood that the employees of the Police Department shall have the option of working the above "holiday days" and be paid straight time for the same in addition to regular compensation.

The employees of the Police Department shall by December 15 of the prior year notify the Chief of Police whether they will work the first seven (7) "holiday days" for the upcoming calendar year, and by February 15 of the year whether they will work the last five (5) "holiday days." The employees shall be paid for the additional days worked in two installments, one to be paid in the first paycheck of June, and the second to be paid in the first paycheck of December.

E. Other Days Off: In the event that the Township grants a day(s) off for any reason to other Township employees, Police Officers shall be granted such additional day(s) off to be scheduled at another time so as not to interfere with the operations of the department. For these purposes, a day shall be a six or more hour period which municipal employees are officially given off.

ARTICLE VII  
INSURANCE

A. The following coverage for each Police Officer and his dependents will be provided at the cost of the Township:

1. Comprehensive Blue Cross, Blue Shield and Rider "J" insurance; 1962 Series as amended (Blue Cross), and Prevailing Fee Blue Shield Program or Medi-Group Health Maintenance Plan.

2. Major Medical Insurance Plan (\$1,000,000.00). The Township reserves the right to change insurance carriers, so long as substantially similar benefits are provided.

3. The Township will provide comprehensive Blue Cross, Blue Shield coverage as outlined in paragraph "1" above for police personnel only who are retired on full pension resulting from completing their service requirements with the West Windsor Township Police Force.

4. The Township will provide Major Medical coverage as outlined in paragraph "2" above to retired police personnel only meeting the requirements outlined in paragraph "3" above.

B. Prescription Drug Plan: The Township shall reimburse employees for prescriptions purchased up to a maximum amount of \$75.00 in any calendar year for prescriptions for the employee and his immediate family (wife and children up to the age of 19) as per the Guidelines for Prescription Drug Contracts attached hereto and made a part hereof consisting of four pages. Payment for prescriptions shall be made on a semi-annual basis upon proper proof of purchase submitted to the Administrator.

Effective January 1, 1984 the maximum reimbursement will be \$100.00 in any calendar year for prescriptions for the employee and his immediate family. Reimbursements will be authorized at the first public meeting in February and August. Vouchers must be submitted no later than July 15 for the period from January 1 through June 30 and no later than January 15 for the period of January 1 through December 31 of the prior year.

ARTICLE VII -- INSURANCE (Continued)

C. Dental Plan: The Township agrees to provide the following dental coverage to employees and their families in accordance with the provisions of the contract between the Township and its carrier:

Basic Benefits:

Preventive and Diagnostic	100%
Remaining Basic Services	70/30%
Prosthodontic Services	50/50%
Maximum per eligible patient per year -	\$1,000.00
Orthodontic	50/50%

Subject to a \$500.00 maximum per case which is separate from the \$1,000.00 maximum mentioned above.

D. The Township shall provide employees with legal aid as required by R.S. 40A:14-155, as amended, including maintenance of insurance as follows:

1. Personal Injury Disability covering the following normal perils (committed in the conduct of the insured's business):

A. False arrest, detention, or imprisonment or malicious prosecution.

B. Libel, slander, defamation or violation of right of privacy.

C. Wrongful entry or eviction or other invasion of right of private occupancy.

2. All premises and operations are covered for the following liability limits: \$300,000 per occurrence plus \$1,000,000 overrun, Bodily Injury and/or Property Damage Liability.

ARTICLE VIII  
OVERTIME

A. The normal working week shall consist of the present total of an average of forty (40) hours per week in a four (4) week cycle throughout the year.

B. 1. An employee who is authorized, directed or required to work longer than his regular tour of duty and receives approval for such overtime, shall be paid at the rate of time and one half his normal pay. In construing such overtime, payments shall be made on the following basis:

- (a) Up to the first 16 minutes - no pay.
- (b) 16 through 30 minutes - 30 minutes pay.
- (c) 31 through 60 minutes - 1 hour pay.
- (d) Thereafter, overtime shall be paid in 30 minute segments for all authorized time worked beyond the regular tour of duty.

2. The hourly rate is to be determined by dividing the employees annual base salary by 2080.

3. At the request of the employee and with the approval of the Chief of Police, employees may be granted compensatory time off, on an hour-for-hour basis, in lieu of paid compensation for authorized overtime hours worked.

4. It is further understood, however, that all police officers will schedule return dates and court appearances, insofar as same is possible, during those hours and times when they are scheduled to be on duty.

5. The Township reserves the right to deny compensation to employees who absent themselves from all or part of a shift without approval.

ARTICLE IX  
CALL BACK TIME

A. Call back time shall be defined as unscheduled time worked after an employee has been released from his regular shift and does not tie into a succeeding shift, including court time, except for regularly scheduled West Windsor Municipal Court. Any employee required to work after being called back will be assured a minimum of four hours pay and will be compensated in accordance with the provisions of Article VIII of this agreement.

B. Call back time will not be paid to an employee who switched shifts with another employee and the time called back was at a time when the employee would have been working had he not switched shifts.

ARTICLE X  
UNIFORMS

A. Each Police Officer shall be furnished the standard police uniform as needed, including badge, gun, ammunition and shoes.

B. The Township shall provide for dry cleaning of all Township issued uniforms. This service shall include maintenance of the uniform in good repair.

C. The Chief shall determine whether or not the uniform is in need of repair or replacement.

D. The Township shall pay each employee who uses plain clothes the sum of \$350.00 for initial issue on appointment to the position wherein he uses plain clothes and shall pay him the sum of \$350.00 for clothing allowance annually each calendar year thereafter; it being understood that the first such \$350.00 clothing allowance shall be prorated for the period from the date of appointment to the end of the first year of such service to allow thereafter a regular annual payment on a calendar year basis. The employee shall submit signed receipts to the Chief for approval of all purchases.

ARTICLE XI  
IN SERVICE TRAINING

The cost of all Police training courses, seminars and conferences authorized by the Chief of Police, shall be borne by the Township.

ARTICLE XII  
COLLEGE INCENTIVE PAYMENTS

In addition to other compensation provided for in this agreement, officers who have earned college credits leading to a degree shall receive additional compensation in accordance with the schedule below:

A. In addition to all compensation provided for in this agreement, officers who have earned an Associates Degree or equivalent credits in a Bachelor of Science or Bachelor of Arts program shall receive additional compensation in the sum of \$500.00 per year after completion of at least two (2) years of service.

B. In addition to all compensation provided for in this agreement, officers who have earned a Bachelor of Arts Degree or a Bachelor of Science Degree shall receive as additional compensation the sum of \$1,000.00 after completion of four (4) years of service.

C. The degrees as set forth in Paragraph "A" and "B" above must be in police-related courses of study limited to Police Science, Police Administration, Criminal Justice, Psychology and Sociology.

D. All members shall be entitled to those benefits set forth in the sub-paragraphs "A", "B" and "C" above except that those persons who have earned a Bachelor or Associates Degree, by December 31, 1979 in a formerly approved field (in addition to those stated in sub-paragraph "C" above, i.e., Business Administration, Government, Political Science and Public Administration) shall continue to receive added compensation as per sub-paragraphs "A" and "B" above.

E. The Township agrees that the field of study in which Joseph Pica held a degree when employed (Accounting) shall make him eligible for all benefits set forth above.

F. For employees employed prior to January 1, 1973 only, the following subject areas shall be deemed "fields related to law enforcement:"

English

Accounting

ARTICLE XIII  
LONGEVITY

The Township agrees to provide each full-time permanent employee with a longevity payment as set forth below:

Upon completion of five year of continuous and uninterrupted service but less than ten years of continuous and uninterrupted service .....\$250.00

Upon completion of ten years of continuous and uninterrupted service but less than fifteen years of continuous and uninterrupted service .....\$450.00

Upon completion of fifteen years of continuous and uninterrupted service but less than twenty years of continuous and uninterrupted service .....\$650.00

Upon completion of twenty years of continuous and uninterrupted service .....\$850.00

Longevity payments will be prorated over the year and be paid bi-weekly for continuous and uninterrupted service after an employee reaches his anniversary date.

ARTICLE XIV  
NO-STRIKE PLEDGE

A. The association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. Job action will be defined as job action taken by on-duty personnel only. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participating in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action subject to the rules and regulations promulgated by the Township Committee.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XV  
SICK LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

3. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the Township's physician. Such payments shall be for up to one (1) year or until the employee is placed on disability leave or pension, whichever is sooner, and reduced by any payment received from Workmen's Compensation.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of fifteen (15) working days per calendar year. The employees may accumulate up to a maximum of thirty (30) days sick leave and thereafter will accrue sick leave.

2. All employees shall be entitled to one (1) year of sick leave with full pay for non-work connected major illnesses and injuries, which illnesses and injuries shall be certified as such by the West Windsor Township physician.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Department shall be notified prior to the employee's starting time.

(a) Failure to so notify his Department may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation. The Township may consider extenuating circumstances, and in appropriate circumstances, waive this section (b).

## ARTICLE XV -- SICK LEAVE (Cont.)

### D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. Such medical certification shall be at the cost of the Township or at the Township's option, by its Township physician. The Township may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and whether his return will jeopardize the health of other employees.

## ARTICLE XVI SEVERABILITY AND SAVINGS CLAUSE

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVII  
FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all fully bargained issues which were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any issue which was the subject of negotiations.

The parties will only be required to negotiate the Township's proposals of new rules or modification of existing rules which govern negotiable issues concerning working conditions not covered by this Agreement. The Township further agrees only to establish these rules as a result of negotiations with the Association. This is not to be construed to deny or restrict either party of its rights under Article XXI of this Agreement.

Any settlement of negotiations shall be reduced to writing and incorporated in this Agreement.

Nothing contained in this Agreement shall deny or restrict either party of its rights, powers, authority, duties and responsibilities under the Public Employer-Employee Relations Act under Title 34 of the New Jersey Statutes.

ARTICLE XVIII  
BEREAVEMENT LEAVE

A. In the case of the death of a parent, grandparent, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law of a member, said member will be granted bereavement leave from the day of death to the second day after the burial, not to exceed a total of five days.

B. In the case of a death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, spouse's grandparent, cousin of the first degree, spouse's niece or nephew, spouse's aunt or uncle, the member will be granted leave for the day of the funeral only.

C. In the case of a death of a relative or in-law as set forth in paragraph "B" above, who resides outside of the State of New Jersey, an employee may be granted up to two (2) additional days leave subject to the approval of the Chief of Police.

ARTICLE XIX  
PERSONAL DAY

The Township shall provide each employee two days per year for their personal use which must be approved in advance by the Chief of Police.

One day is earned during each six-month period of the calendar year.

If an employee terminates employment prior to July 1 and has already taken two personal days, one day shall be paid back to the Township. Conversely, if an employee terminates employment and has not taken any personal days, he/she will be paid for one day if such termination is prior to July 1 and two days if such termination is on or after July 1.

At the request of the employee and with the approval of the Chief of Police, personal days may be accrued and reserved for use in the year following that in which they are earned, not to exceed four (4) days.

ARTICLE XX  
GENERAL PROVISIONS

Non-economical Terms

1. Members of the negotiations committee shall be allowed to attend meetings for negotiations if said meetings are scheduled when the PBA representatives are on duty without loss of pay or time off. Only two on-duty members shall attend any meeting.
2. The PBA President shall have the right to take action while on duty if an emergency situation arises concerning PBA business. He shall request permission from his supervisor to leave his post before any action is taken and such permission shall not be unreasonably withheld.
3. The Executive Delegate or his designee of the Association shall be granted days off for meetings of the New Jersey State PBA without loss of pay or time off. This leave shall be limited to a maximum of eight (8) days off per year provided that such leave, along with other circumstances which may occur on a patrol shift (i.e., sick, bereavement, etc.) will not require the Township to pay a premium rate in order to maintain an adequate level of patrol.
4. Any controlling statute or regulation setting terms and conditions of employment is by reference incorporated in this Agreement.

ARTICLE XXI  
GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment and to resolve grievances as soon as possible so as to assure efficiency and promote employees's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition:

The term "grievance" as used herein means any controversy arising over the interpretation, application, or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment and may be raised by an individual, the Association or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, except for other procedures established by statute or regulation and shall be followed in its entirety unless any step is waived by mutual consent.

The Association shall have the right to process a grievance at any step with or without the consent of the aggrieved individual. Such intervention shall be according to the provisions of this Article. Nothing contained herein shall be construed as limiting the right of any employee to discuss any matters informally with the Chief of the Department.

Step One

1. An aggrieved party shall institute action by notifying the Chief in writing within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.
2. The Chief of the Department, or his designee, shall render a decision within ten (10) days after receipt of the grievance.

ARTICLE XXI -- GRIEVANCE PROCEDURE (Cont.)

3. In the event of the failure of the Chief of Police to act in accordance with the provisions of paragraph "2" or, in the event a determination by him in accordance with provisions thereof is deemed unsatisfactory by the aggrieved party, then within ten (10) days of the date thereof, said aggrieved party may appeal to the Police Commissioner (or his representative).

Step Two

1. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the aggrieved party and filed with the Police Commissioner (or his representative) within ten (10) days following the date on which the Chief of the Department is to act. Failure to act within ten (10) days shall be deemed to constitute an abandonment of the grievance.
2. Within ten (10) days from the receipt of the grievance (unless a different period is mutually agreed upon) the Police Commissioner shall, in writing, advise the aggrieved party and his representative, if there is one, of his determination.

Step Three

1. In the event of the failure of the Police Commissioner to act in accordance with provisions of Paragraph "2", Step Two, or in the event a determination by him in accordance with provisions thereof is deemed unsatisfactory, the aggrieved party within ten (10) days of the determination, or within ten (10) days of the failure of the Police Commissioner to act, may appeal to the Township Committee. Failure to act within ten (10) days shall be deemed to constitute an abandonment of the grievance.
2. Where the aggrieved party submits the matter to the Township Committee, he shall in his submission advise the Township Committee whether he requests a full hearing before said Committee or not.

Where the aggrieved party requests in writing a hearing before the Township Committee, a hearing shall be held.

## ARTICLE XXI -- GRIEVANCE PROCEDURE (Cont.)

If the aggrieved party, in his appeal to the Township Committee, does not request a hearing, the Township Committee may consider the appeal on the written record submitted to it, or it may request the submission of additional written material. Where additional written materials are requested by the Township Committee, copies thereof shall be served upon the aggrieved party who shall have the right to reply thereto. If a hearing is conducted, a stenographic record of the same shall be made. The Township Committee agrees to pay the attendance fee of the stenographer. The cost of the transcript shall be borne by the party ordering the same.

3. The Township Committee shall review the matter and make a determination in writing within twenty-one (21) days from the receipt of the grievance. This time period may be extended by mutual agreement of the parties concerned.

### Step Four: Arbitration

1. Arbitration shall be the sole method to resolve a grievance concerning the interpretation, application or violation of any provisions of this agreement, amendment, or supplement thereto, or any statute or regulation setting terms and conditions of employment. If the arbitrable grievance is not settled through Steps One, Two, and Three, either party may refer the matter to arbitration. Arbitration shall be conducted pursuant to the rules and regulations established by the Public Employment Relations Commission under the provision of Chapter 123, Laws of 1974. A request for arbitration shall be made no later than ten (10) days following the determination of the Township Committee. Failure to act within ten (10) days shall be deemed to constitute an abandonment of the grievance unless the aggrieved party and the Township Committee shall mutually agree upon a longer period of time within which to assert such a demand.
2. However, an arbitration hearing shall not be scheduled sooner than thirty (30) days after the final decision of the Mayor and the Township Committee.
3. The decision of the arbitrator shall be final and binding and on all parties.

ARTICLE XXI -- GRIEVANCE PROCEDURE (Cont.)

4. The costs for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. Other Matters Agreed Upon

1. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

2. In the presentation of a grievance, the aggrieved party shall have the right to present his own grievance or to designate a representative to act on the aggrieved party's behalf and represent him.

There will be no loss in pay, if a grievance hearing is scheduled while the aggrieved party, PBA representative and/or witnesses are on duty.

3. An employee and his PBA representative may consult during working hours to process a grievable matter but they must first obtain permission from their respective supervisor to leave their post. Such permission shall not be unreasonably withheld.

4. Nothing in this Agreement or procedure shall be construed to limit or negate the right of the aggrieved party to pursue his appellate remedies from an adverse determination.

ARTICLE XXII  
DURATION OF AGREEMENT

This Agreement shall take effect from January 1, 1983 and  
shall remain in full force and effect through December 31, 1984.

LOCAL NO. 271  
WEST WINDSOR POLICEMEN'S  
BENEVOLENT ASSOCIATION  
WEST WINDSOR TOWNSHIP POLICE  
DEPARTMENT MEMBERS  
(Sergeants)

TOWNSHIP OF WEST WINDSOR  
MERCER COUNTY, NEW JERSEY

By: \_\_\_\_\_

Attest:

James J. Cahill

By: Stanley R. Perrine

Attest:

Barbara J. Evans

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