

AGREEMENT

Between:

TOWNSHIP OF WEST WINDSOR,
MERCER COUNTY, NEW JERSEY

township of

and

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

PBA, Local 271
(Sergeants)

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 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 (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 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 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 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 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 (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 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 (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.)

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:

By: _____

Attest:

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