

# 2699

AGREEMENT BETWEEN

TOWNSHIP OF WEST WINDSOR

AND

WEST WINDSOR TOWNSHIP SUPERIOR OFFICERS ASSOCIATION

26

TABLE OF CONTENTS

|               |   |    |
|---------------|---|----|
|               | PREAMBLE . . . . .                          | 1  |
| ARTICLE I     | RECOGNITION . . . . .                       | 2  |
| ARTICLE II    | MANAGEMENT RIGHTS . . . . .                 | 3  |
| ARTICLE III   | WAGES . . . . .                             | 4  |
| ARTICLE IV    | EXTRA WORK AND OUTSIDE EMPLOYMENT . . . . . | 5  |
| ARTICLE V     | VACATIONS . . . . .                         | 7  |
| ARTICLE VI    | HOLIDAYS . . . . .                          | 9  |
| ARTICLE VII   | INSURANCE . . . . .                         | 10 |
| ARTICLE VIII  | OVERTIME . . . . .                          | 13 |
| ARTICLE IX    | CALL-BACK TIME . . . . .                    | 14 |
| ARTICLE X     | UNIFORMS . . . . .                          | 15 |
| ARTICLE XI    | IN-SERVICE TRAINING . . . . .               | 16 |
| ARTICLE XII   | EDUCATION INCENTIVE . . . . .               | 16 |
| ARTICLE XIII  | LONGEVITY . . . . .                         | 18 |
| ARTICLE XIV   | NO-STRIKE PLEDGE . . . . .                  | 19 |
| ARTICLE XV    | SICK LEAVE . . . . .                        | 20 |
| ARTICLE XVI   | OUT-OF-CLASS ASSIGNMENTS . . . . .          | 24 |
| ARTICLE XVII  | BEREAVEMENT LEAVE . . . . .                 | 25 |
| ARTICLE XVIII | PERSONAL DAYS . . . . .                     | 26 |
| ARTICLE XIX   | ASSOCIATION RIGHTS . . . . .                | 27 |
| ARTICLE XX    | GRIEVANCE PROCEDURE . . . . .               | 29 |
| ARTICLE XXI   | EMPLOYEE RIGHTS . . . . .                   | 32 |
| ARTICLE XXII  | HOURS OF EMPLOYMENT . . . . .               | 33 |
| ARTICLE XXIII | MILITARY LEAVE . . . . .                    | 34 |
| ARTICLE XXIV  | SEVERABILITY AND SAVINGS CLAUSE . . . . .   | 35 |
| ARTICLE XXV   | FULLY-BARGAINED PROVISIONS . . . . .        | 36 |
| ARTICLE XXVI  | DURATION OF AGREEMENT . . . . .             | 37 |

PREAMBLE

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 1994 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 the WEST WINDSOR TOWNSHIP SUPERIOR OFFICERS ASSOCIATION (hereinafter called the "Association"), represents the complete and final understanding on all bargained issues between the Township and the Association.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Association as the exclusive collective negotiations agent for all Captains and Lieutenants (hereinafter called the "employee(s)") 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 execute 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 provisions of this Agreement and only to the extent such provisions hereof are in conformance with the Constitution and Laws of New Jersey and the United States.
- C. Nothing contained herein shall be construed to restrict or deny the Township its powers, rights, authority, duties and responsibilities under R.S. 40 and 40A or any other federal, state, county laws or local ordinances.

ARTICLE III

WAGES

A. The annual salaries of the employees shall be as follows:

|            | <u>1994</u> | <u>1995</u> | <u>1996</u> |
|------------|-------------|-------------|-------------|
| Captain    | \$69,698    | \$73,113    | \$76,958    |
| Lieutenant | 63,021      | 66,108      | 69,609      |

B. 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.

C. Employees shall be paid on a biweekly pay schedule.

D. Salaries shall be computed on a calendar year basis from January 1 through December 31. Payment of salary will be based on dividing the annual salary by the number of work days in the calendar year. Each employee shall be paid for the following number of work days per year as specified below:

|      |               |
|------|---------------|
| 1994 | 260 work days |
| 1995 | 260 work days |
| 1996 | 262 work days |

E. In any year where an employee is required to work in excess of the 260 day normal work year the employee will have the option to be paid for this day(s) or to schedule the day(s) off.

If an employee elects to be paid said payment will be in the form of a separate check issued the pay period closest to the first of December.

If an employee elects to take the day off in compensatory time it shall be scheduled in the same manner as other days are.

ARTICLE IV

EXTRA WORK AND OUTSIDE EMPLOYMENT

- A. Extra work, for purposes of this Article, shall be defined as services in the nature of special or private Police duty provided by employees in their off-duty hours to individuals, groups, clubs, institutions and others who make payment for such services, 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.).
- B. Employees may engage in off-duty special police work as defined above. Such work assignments, except Princeton University football games, shall be made by the Chief of Police with preference given according to seniority of employees who are off duty according to their regular schedule at the time such services are to be provided and 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 work.
- E. The base rate for such extra work assignments, except Princeton University, shall be:

| Base Rate for Extra Work |         |         |
|--------------------------|---------|---------|
| 1994                     | 1995    | 1996    |
| \$25.00                  | \$26.00 | \$27.00 |

per hour with a four (4) hour minimum. All hours over eight (8) consecutive hours shall be paid at:

| Base Rate over Eight Hours |         |         |
|----------------------------|---------|---------|
| 1994                       | 1995    | 1996    |
| \$37.50                    | \$39.00 | \$40.50 |

per hour.

The base rate for road work only assignments shall be:

| Base Rate for Road Work-Extra Work |         |         |
|------------------------------------|---------|---------|
| 1994                               | 1995    | 1996    |
| \$28.00                            | \$29.00 | \$30.00 |

per hour. All work over eight (8) consecutive hours shall be paid at:

| Road Work over Eight Hours |         |         |
|----------------------------|---------|---------|
| 1994                       | 1995    | 1996    |
| \$42.00                    | \$43.50 | \$45.00 |

per hour. Services provided for Princeton University functions, other than reunions, shall be compensated at the rate of one and a one-half times (1-1/2) the employee's regular hourly rate.

- F. The rate for extra duty as defined in paragraph "E" is the minimum amount an employee may earn when working extra duty with the exception of those jobs worked at Princeton University.
- G. Extra duty assignments which require the use of the individual officer's personal vehicle shall increase the rate of pay by \$2.00 per hour to a total of:

| Base Rate Plus Personal Vehicle |                          |                          |
|---------------------------------|--------------------------|--------------------------|
| 1994                            | 1995                     | 1996                     |
| \$25.00 + 2.00 = \$27.00        | \$26.00 + 2.00 = \$28.00 | \$27.00 + 2.00 = \$29.00 |

per hour and

| Base Rate/Personal Vehicle Over Eight Hours |         |         |
|---|---------|---------|
| 1994  | 1995    | 1996    |
| \$40.50                                     | \$42.00 | \$43.50 |

per hour for all hours worked after eight (8) consecutive hours.

- H. All payments provided in "E" and "F" above shall be made to the Township.
- I. 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. Included with this separate pay check is a summary listing the jobs and hours which are being paid.



ARTICLE V

VACATIONS

Employees shall be entitled to vacation time based on Vacation Schedule below.

VACATION SCHEDULE A

|  |  |
|--|--|
| During the first year of service                               | 1/2 working day per month in the current calendar year |
| Upon completion of one year until fifth anniversary of service | 14 working days in the current calendar year           |
| Upon reaching the fifth anniversary of service                 | 15 working days in the current calendar year           |
| Upon reaching the sixth anniversary of service                 | 16 working days in the current calendar year           |
| Upon reaching the seventh anniversary of service               | 17 working days in the current calendar year           |
| Upon reaching the eighth anniversary of service                | 18 working days in the current calendar year           |
| Upon reaching the ninth anniversary of service                 | 19 working days in the current calendar year           |
| 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  | 25 working days in the current calendar year                 |
| Upon reaching the fourteenth anniversary of service  | 26 working days in the current calendar year                 |
| Upon reaching the fifteenth anniversary of service   | 27 working days in the current calendar year                 |
| Upon reaching the sixteenth anniversary of service   | 28 working days in current calendar year                     |
| Upon reaching the seventeenth anniversary of service | 29 working days in current calendar year                     |
| Upon reaching the eighteenth anniversary of service  | 30 working days in current calendar year                     |
| Upon reaching the nineteenth anniversary of service  | 31 working days in current calendar year                     |
| After the twentieth anniversary thereafter           | 32 working days in of service and each current calendar year |

Example: Employee began service October 25, 1982. On October 25, 1987, 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 1987. 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.

- A. Beginning on January 1, 1995 employees will have the option of including unused vacation time in their sick time bank in accordance with Article XV, paragraph E.

ARTICLE VI  
HOLIDAYS

- A. The Township hereby agrees to grant thirteen (13) holidays per annum to each employee 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 employees agree to take off thirteen (13) substitute days or that amount of days subject to the election of each employee, as set forth in subsection "D" below. All holiday days shall be scheduled by the Chief of Police so as not to interfere with departmental operations, and such days shall be scheduled with preference given to employees according to rank, and then seniority, within squads.
- 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.
- 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 any of the first seven (7) "holiday days" for the upcoming calendar year, and by February 15 of the year whether they will work any of the last six (6) "holiday days." The employees shall be paid in two installments for the additional days worked: one installment to be paid in the paycheck closest to the first of June, and the second to be paid in the paycheck closest to the first of December. The daily rate is to be determined by dividing the employee's annual salary by 260.

- E. Other Days Off: In the event that the Township unilaterally grants more than thirteen (13) Holidays as indicated under Section "A" of this Article or grants other day(s) off for any reason to any group of other Township employees, employees 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 (6) or more hour period which municipal employees are given off. Should the Township grant any additional day(s) off to Municipal employees by reason(s) affecting only that specific employee group, this Organization recognizes that it would be exempted from such additional day(s).
- F. Employees shall have the option to include their holiday pay into their bi-weekly pay in the same manner as college and longevity payments are handled. All members shall receive holiday pay biweekly beginning January 1 of the year in which they reach their 24th anniversary of service credit.

ARTICLE VII

INSURANCE

A. The following coverage for each employee, spouse and child will be provided at the cost of the Township:

- 1.(a) Comprehensive Blue Cross, Blue Shield and Rider "J" insurance and prevailing fee Blue Shield Program as currently provided by Blue Cross and/or Blue Shield of New Jersey.
- (b) The employee has the option of joining a Medi-Group Health Maintenance Plan instead of choosing the coverage set forth in paragraph A.1(a). Any additional cost of a Health Maintenance Plan which is more than the amount the Township pays for the health insurance in section 1. (a) shall be paid by the employee.
2. Major Medical Insurance Plan (unlimited) as provided by Blue Cross and Blue Shield of New Jersey Major Medical Program.
3. Dental Plan: as provided by Blue Shield of New Jersey and includes the following:

Reasonable and customary, 0 deductible, \$1,000 annual maximum per person and children to age 23, 100% dependent participation:

|                       |              |
|-----------------------|--------------|
| Preventive Diagnostic | 100%         |
| Treatment Therapy     | 100%         |
| Periodontics          | 70/30%       |
| Prosthodontics        | 50/50%       |
| Inlays & Crowns       | 70/30%       |
| Oral Surgery          | 70/30%       |
| Orthodontics          | Listed Below |

4. Orthodontic Coverage will be reimbursed by the Township according to the following limits:

One-time only 50% reimbursement per employee and/or family member for a maximum lifetime-Township reimbursement per individual of \$1,250. This reimbursement shall be payable to the employee upon receipt of executed vouchers with a copy of the bills attached.

5. Prescription Drug Plan: The Township, through an insurance carrier, shall provide a prescription program for each employee, spouse and dependent child or children to age 23 whereby the employee pays a fixed co-payment of \$2.00 for each prescription (including contraceptives) or each prescription refill dispensed by a pharmacy. The costs of such program shall be entirely paid by the Township. Such prescription program shall be equal to or better than the Blue Cross of New Jersey Prescription Program.

If an employee who is covered under A.1.(b) of this Article is determined not to be eligible by the insurance carrier for the above described plan, then he shall be covered for the prescription plan. The cost of this prescription plan shall be entirely paid by the Township, except that the employee shall pay the co-payment of \$2.00 for each prescription.

6. Eye Care: the Township will reimburse each employee for eye examinations and/or corrective lenses purchased for him/herself and his/her immediate family. Such reimbursements shall be made up to a maximum of three hundred fifty dollars (\$350.00). Bills or notice must be submitted to the Township for reimbursement within thirty (30) days of the end of the calendar year in which they were incurred.
7. In addition to existing life insurance available through the State of New Jersey and all other existing plans, the Township shall continue to provide life insurance as currently provided by its carrier.
8. The Township shall timely notify the President of the Association if a current insurance carrier is to be replaced by a new carrier. A new carrier must provide coverage that is equal to or better than coverage that was provided by the replaced carrier. The Township shall be liable for lost benefits to any employee if a change or cancellation of health insurance coverage results in a reduction of benefits.

- B. The Township will continue coverage of comprehensive Blue Cross, Blue Shield, Rider "J" and Major Medical Insurance as currently provided in paragraph A.1. and A.2. of this Article, prescription coverage as currently provided in paragraph A.5. of this Article, dental as described in paragraph A.3. and eye care as described in paragraph A.6. for the employee and his/her spouse and children as currently defined commencing upon the date of full retirement of the employee.

The employee choosing A.1.(b) coverage is required to pay any additional cost of coverage more than the amount the Township pays for insurance coverage in A.1.(a).

(Retirement is defined as any retirement as defined in "State of New Jersey Police and Fireman's Retirement Handbook \*PF-30-170-193 Dated January 1, 1993" to include:

- 1) Service Retirement p. 17
- 2) Special Retirement p. 17
- 3) Ordinary Disability p. 18
- 4) Special Disability p. 19
- 5) Accidental Disability pp. 19, 20

It is also understood that retirement includes any Early Retirement Incentive Program as offered by the State of New Jersey.

- C. In the event that an employee is killed in the line of duty or dies from injuries sustained while discharging his duties, the Township shall pay, without delay, the sum of \$7,500.00 toward funeral expenses to the employee's surviving family regardless of the amounts paid for such expenses from other sources. In addition, the Township will extend this death benefit provision for a period of five (5) years from the date of an employee's retirement.

ARTICLE VIII

OVERTIME

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

1. It has been determined that the superior officers of the West Windsor Township Police Department are subject to overtime on a regular basis and on a call back or call-in basis.

2. The contract amends the employers payment of overtime on an hourly basis and establishes a fixed compensation as follows:

a. Police Superior officers extended duty allowance per year:

Captain      \$4,000.00

Lieutenant      \$3,500.00

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 (4) 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. This applies only to previously scheduled events, such as court.



## ARTICLE X

### UNIFORMS

- A. Each employee 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 up to \$700.00 for initial issue on appointment to the position wherein he/she uses plain clothes. The first such \$700.00 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 Township shall pay each employee who uses plain clothes the sum of \$700.00 for the purchase of plain clothes, including shoes, each calendar year beginning with 1994. The employee shall submit signed receipts to the Chief for approval of all purchases. The Township shall provide for dry cleaning and maintenance of all plain clothes used by employees covered under this paragraph.
- E. The Township agrees to provide for the reconditioning and/or replacement of bullet-proof vests. The Township agrees to replace them as needed, pursuant to manufacturer recommendations.

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

EDUCATION INCENTIVE

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. All current employees may continue to pursue a degree and qualify for "A" or "B" below.

- A. Officers who have earned an Associate Degree or at least sixty (60) credits in a Bachelor of Science or Bachelor of Arts program shall receive additional compensation in the sum of \$500.00 per year each calendar year commencing after completion of at least two (2) years of service.
- B. 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 each calendar year commencing after completion of four (4) years of service.
- C. All employees currently receiving stipends in Paragraph "A" or "B" of this Article will continue to do so.
- D. All degrees from accredited colleges or universities are eligible for this program.
- E. College-incentive payments will be prorated over the calendar year and be paid biweekly.
- F. Educational Cost Reimbursement:

The Township shall reimburse an employee for 100% of the cost incurred for courses leading up to a Bachelor's Degree. These courses may be taken at accredited four-year colleges, accredited two-year colleges, extension divisions of accredited colleges, county community colleges, technical or business schools, and/or through continuing education programs.

ARTICLE XII  
EDUCATION INCENTIVE (Cont'd.)

PROCEDURE

These courses as outlined in paragraph "F" are automatically approved. For any additional courses, which are work related, the member may apply through the budget process subject to the approval of the Chief of Police stating the courses/credits that will be taken, the anticipated date of attendance (semester, etc.) and estimated cost of the course, fees and books. Actual costs should be submitted as soon as they are specifically identified.

ARTICLE XIII

LONGEVITY

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

|   |            |
|---|------------|
| Beginning the sixth (6th) year until the end of the tenth (10th) year           | \$1,011.00 |
| Beginning the eleventh (11th) year until the end of the fourteenth (14th) year  | \$1,516.00 |
| Beginning the fifteenth (15th) year until the end of the nineteenth (19th) year | \$2,021.00 |
| Beginning the twentieth (20th) year until end of the twenty-fourth year         | \$2,526.00 |
| Beginning the twenty-fifth year and beyond                                      | \$3,032.00 |

Longevity payments will be prorated over the calendar year and be paid biweekly 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 on 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), 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 Council.
- C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, 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 for each cause or until the employee is placed on pension disability or full 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.
2. Each employee shall be entitled to one (1) year of sick leave with full pay for each non-work connected major illness or injury, which illness or injury shall be certified as such by the West Windsor Township Physician. Such illness or injury shall be considered major if it extends beyond forty (40) work days. These 40 days shall be applied against the accumulated sick leave in section "B.1." then the employee will be entitled to the one (1) year sick leave per cause.

If the employee does not have enough accumulated sick days to cover the 40 work days for a major illness or injury, or if he does not have enough sick days to cover other illnesses or injuries, he may use vacation, holidays, personal days and/or forty-hour days or he may borrow from next year's vacation.

ARTICLE XV  
SICK LEAVE (Cont'd.)

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).

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days may be required by the Township 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.

E. Incentive Sick Leave Compensation Policy

1. All members of the bargaining unit shall be allowed to accumulate unused sick time.
2. All members of the bargaining unit shall receive credit for unused sick time retroactively through January 1, 1972.

3. The employee will have three (3) options regarding accumulated sick time:
  - a. Upon retirement as defined by the Pension Act, he/she may take a lump-sum payment for 50% of his/her accumulated sick days, said amount to be payable at his/her daily rate of pay on the date of his/her retirement or at the highest rate of pay during the employee's employment with the Township. In either case, such lump-sum payment shall not exceed \$18,000.
  - b. He/she may schedule workdays off prior to his/her retirement based upon 50% of the total accumulated time.
  - c. He/she may, at the end of any year, request payment at the rate of 50% of the unused sick time earned during the calendar year. This is to be paid in a lump-sum payment calculated on the daily rate of pay during the year the sick time is earned. Payment shall be made in the second pay in January.
  - d. An employee opting for a lump sum payment may receive said payment in four (4) equal installments beginning on the year of the employee's retirement and the following three years on January 1 at the employee's option. Should the employee die prior to the receiving the full amount the Township will immediately pay the balance due to his/her beneficiary.
4. In the event that the employee dies, his/her beneficiary will be paid a lump-sum payment based upon 50% of the employee's accumulated sick time at the date of his/her death. This lump-sum payment will be calculated based upon the rate of pay the employee was receiving on the date of his/her death. Said payment shall not exceed \$18,000.
5. All members of the bargaining unit shall be allowed to designate up to three days per year of his/her annual sick-time allocation for family-related illnesses.
6. Each member of the bargaining unit shall receive an annual statement in January that indicates the member's total accumulated sick time as of December 31st of the previous year.
7. Each member of the bargaining unit shall now be responsible for the first forty (40) days of any major illness or injury prior to initiating the one-year major illness or injury provision. Any new member will be allowed to borrow sick time from the Township to cover this forty-(40) day requirement or a portion thereof for an initial three (3) years from the date of employment. Any sick time borrowed shall be repaid from the unused sick time of the employee in following years or through his/her choice of applying vacation time, holiday time, personal days or other days off as might be earned.



ARTICLE XVI

OUT-OF-CLASS ASSIGNMENTS

In the event that an officer is required to assume the responsibility and/or perform the duties of a higher ranking position due to resignation, termination or extended leave of the officer assigned to that position, for a period of twenty-one (21) consecutive calendar days or more, said officer shall be compensated at the higher position's rate of pay beginning with the twenty-second (22nd) calendar day of assumption of said duties.

This provision shall not apply to out-of-class assignments due to vacation, holiday time or school assignments.

ARTICLE XVII

BEREAVEMENT LEAVE

- A. In the event 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 an employee, said employee will be granted bereavement leave from the day of death through the second day after burial, not to exceed a total of five (5) consecutive working days.
- B. Any employee whose spouse or child dies is to be given an additional ten (10) consecutive working days off before he must report back to duty, which time shall not be deducted from any other days off that he is entitled to.
- C. In the event of a death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, spouse's niece or nephew, spouse's aunt, uncle, or grandparent, the employee will be granted leave for the day of the funeral.
- D. In the event of the death of a relative or in-law identified in paragraph "C" who resides outside of the State of New Jersey, and if an employee can show that additional time is needed, he shall be granted up to two (2) additional days leave subject to the approval of the Chief of Police.
- E. Any employee who is off when bereavement leave is called for (this includes all types of time off except regular days off) shall have his full bereavement leave granted and any other time off affected shall be scheduled at a later date.

## ARTICLE XVIII

### PERSONAL DAYS

In 1994 the Township shall provide each employee two (2) days per calendar year for his/her personal use.

Beginning in 1995 the Township shall provide each employee three (3) days per calendar year for his/her personal use.

Use of personal time must be approved in advance by the Chief of Police.

One day as provided by paragraph one (1) is earned during each four-month period of the calendar year.

If the termination of an employee's employment occurs prior to a four month interval and he has already taken two (2) personal days, one day shall be paid back to the Township, and if the employee has not taken any days of his allotted time, then he will be entitled to be paid for one day. If termination occurs after the four month interval, then the employee is entitled to be paid for the days not used in paragraph one (1) of this Article. The daily rate is to be determined by dividing the employee's annual salary by 260.

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

## ARTICLE XIX

### ASSOCIATION RIGHTS

#### A. Association Security

The Township agrees to deduct Association dues by automatic payroll deduction from the salary of each employee who is a member of the Association in such amount as determined by the Association and certified to the Township by the Treasurer and/or President of the Association.

#### B. Association Business

1. The Association President shall be allowed time off during his shift, as is actually necessary, to conduct Association business involving the Township, Association, or Police Department without loss of any pay, benefit or time. Such time off shall be with the agreement of the Chief or his delegate for that day. However, such time off shall not be unreasonably withheld by the Chief or his delegate. If such business is to be conducted with on-duty personnel, they must first receive the approval of their superior.
2. An employee and his Association 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.
3. Employees who are members of the negotiations committee shall be allowed to attend meetings for negotiations if said meetings are scheduled when the Association representatives are on duty without loss of pay or time off. Only two on-duty employees shall attend any meeting.
4. The Township agrees to grant the necessary days off without loss of pay or time off to that employee who is the Association's President or delegate or designee of the delegate to the New Jersey State Policemen's Benevolent Association in order to enable said State delegate, or his designee, or President to attend all regularly scheduled meetings of said organization. Such leave need not be granted by the Township if it will require the Township to pay a premium rate in order to maintain an adequate level of patrol.

5. The Township agrees to grant the necessary days off without loss of pay or time off to the Association's delegates to travel to, attend, and return from any State or National convention of the New Jersey State Policemen's Benevolent Association.
6. The president of the Association shall be allowed to attend State PBA Presidents meetings as scheduled. Time off will be handled in the same manner but in addition to the delegate's time off as outlined in paragraph 4 above.

## ARTICLE XX

### 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 employee 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 employee(s), 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 employee. Such intervention shall be according to the provisions of this Article. Every employee must immediately notify the President of the Association or an Association representative appointed by the President if a controversy appears to be a grievance before any action is taken by the employee. A representative of the Association shall be present at any meeting held with regard to a grievance unless an employee has written authorization from the Association to meet without an Association representative present.

A grievance initiated by the Township of West Windsor shall be filed directly with the Association within ten (10) calendar days after the event giving rise to the grievance has occurred, exclusive of Saturdays and Sundays. A meeting shall be held within ten (10) calendar days after the filing of the

ARTICLE XX  
GRIEVANCE PROCEDURE (Cont'd.)

grievance, exclusive of Saturdays and Sundays, between the representative of the Township and the Association, in an earnest effort to adjust the differences between the parties. If the Township fails to act within ten (10) calendar days, this shall be deemed an abandonment of the grievance. If the parties do not resolve the grievance, then either party can

submit the grievance to arbitration under Step Four of this Article within ten (10) calendar days after the last meeting was held to resolve the grievance, exclusive of Saturdays and Sundays.

1. STEP ONE - an aggrieved party shall institute action by notifying the Chief in writing within ten (10) working days of the occurrence of the grievance or within (10) working days of the actual or implied knowledge 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 Police or his designee, for the purpose of resolving the matter informally. Failure of the aggrieved party to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.
  2. The Chief of the Department, or his designee, shall respond to the grievance within ten (10) calendar days after the receipt of such grievance.
  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 an answer by him in accordance with provisions thereof is deemed unsatisfactory by the aggrieved party, then within ten (10) calendar days of receipt of notification of an answer or when a notification should have been received, said aggrieved party may appeal to the Public Safety Director (or his representative) (Step 2). Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.
- 
1. STEP TWO - In the event the grievance is not settled at Step One, the same shall be reduced to writing by the aggrieved party and filed with the Public Safety Director (or his representative).
  2. Within ten (10) calendar days from the receipt of the grievance (unless a different period is mutually agreed upon) the Public Safety Director shall advise, in writing, the aggrieved party and his representative, if there is one, of his answer.
  3. In the event of the failure of the Public Safety Director to act in accordance with the provisions of paragraph 2 or in the event an answer by him in accordance with provisions thereof is deemed unsatisfactory, the aggrieved party within ten (10) calendar days of the receipt of the answer or from when such answer should have been received may appeal to the Mayor (Step 3). Failure of the aggrieved

party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

1. STEP THREE - If the grievance is not settled at Step Two (2), the aggrieved party may submit the matter to the Mayor. He shall, in his submission, advise the Mayor of whether he requests a full hearing before said Mayor or not. Where the aggrieved party requests in writing a hearing before the Mayor, a hearing on the original nature of the grievance shall be held.

If the aggrieved party, in his appeal to the Mayor, does not request a hearing, the Mayor may consider the appeal on the written record submitted to it. The Council may request the submission of additional written materials. Where additional written materials are requested by the Mayor, 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 Mayor agrees to pay the attendance fee of the Stenographer. The cost of the transcript shall be borne by the party ordering same.

2. The Mayor shall review the matter and give an answer in writing within twenty-one (21) calendar days from the receipt of the grievance. This time period may be extended by mutual agreement of the parties concerned.
3. In the event of the failure of the Mayor to act in accordance with the provisions of paragraph 2, or in the event an answer by it in accordance with provisions thereof is deemed unsatisfactory, the aggrieved party within ten (10) calendar days of the receipt of the answer or from when such answer should have been received, may appeal to an arbitrator for a determination of the grievance. Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

1. STEP FOUR: ARBITRATION - If such grievance is not settled at step three (3) or section "C" third paragraph, any party may request the New Jersey Public Employment Relations Commission to have an arbitrator appointed in accordance with their rules.
2. The decision of the arbitrator shall be final and binding on all parties.
3. 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.



## ARTICLE XXI

### EMPLOYEE RIGHTS

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 employee shall have the right to present his own grievance or hire counsel to represent him or, at the request of the employee, an Association representative or counsel hired by the Association shall represent the employee. This does not deny or restrict the right of the Association to concurrently process the grievance if the employee represents himself or he hires counsel to represent him.
3. There will be no loss in pay if a grievance hearing is scheduled while the employee, Association representative and/or witnesses are on duty.
4. Nothing in this Agreement or in Article XX shall be construed to limit or negate the right of the aggrieved party to pursue his appellate remedies from an adverse determination.

## ARTICLE XXII

### HOURS OF EMPLOYMENT

#### A. Normal Work Week

The normal working week shall consist of an average of forty (40) hours per week in a twenty-eight (28) day cycle throughout the year. If the employee is entitled to 40-hour days, he/she has the option of taking the 40-hour day during the 28-day cycle or accumulating such days and taking them off during the calendar year in which the days were earned. Scheduling of 40-hour days must be with the Chief's approval and preference given to rank, then seniority.

#### B. Establishment of Scheduling Subcommittee

ARTICLE XXIII

MILITARY LEAVE

- A. Any employee who is a member of the National Guard or the Reserves shall be allowed to attend annual training without loss of time off and shall be granted full pay while in attendance.
- B. "A" above shall not adversely affect any other employee's time off as long as the Township incurs no premium/overtime rate and as long as the Township can provide adequate road coverage based on Police Department policy.
- C. The employee will notify the Chief of Police as soon as possible after receiving notice but not less than the two (2) months prior to the drill dates unless cause can be shown as to why this cannot be done.

ARTICLE XXIV

SEVERABILITY AND SAVINGS CLAUSE

If any provision 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, other provisions or applications shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XXV

### 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 are not specifically expressed in this Agreement, pertaining to negotiable working conditions. The Township further agrees to establish these rules only as a result of a final settlement with the Association or an arbitrator's decision. Any settlement of negotiations shall be reduced to writing and incorporated in this Agreement.

All negotiable benefits, terms and conditions of employment presently enjoyed by the employees hereunder that have not been included in this Agreement shall be continued in full force and effect.

Any controlling statute or regulation setting terms and conditions of employment is by reference incorporated in this Agreement.

Nothing contained in this Agreement shall deny to either party or restrict either party's rights under "Article XX" or rights, powers, authority, duties and responsibilities under N.J.S.A. 34:13A-1 et seq.

ARTICLE XXVI

DURATION OF AGREEMENT

This Agreement shall take effect from January 1, 1994, and shall remain in full force and effect through December 31, 1996.

This Agreement shall be binding upon the parties thereto and their successors.

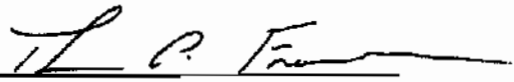
Any term, benefit or condition of employment contained in this Agreement, if applicable, shall be retroactive to January 1, 1994 except extra duty.

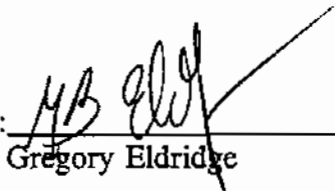
A copy of this Agreement shall be made by the Township for each employee.

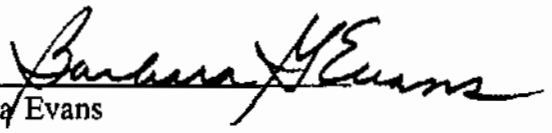
WEST WINDSOR TOWNSHIP  
SUPERIOR OFFICERS ASSOCIATION  
WEST WINDSOR, NEW JERSEY

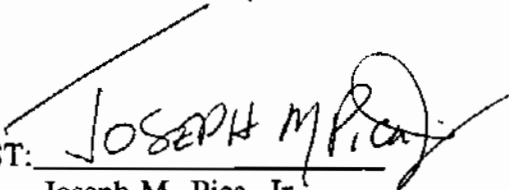
TOWNSHIP OF WEST WINDSOR  
MERCER COUNTY  
NEW JERSEY

BY:   
Edward Davis

BY:   
Thomas P. Frascella  
Mayor

ATTEST:   
Gregory Eldridge

ATTEST:   
Barbara Evans  
Clerk

ATTEST:   
Joseph M. Pica, Jr.

RESOLUTION

WHEREAS, in January of 1994, the Superior Officers of the West Windsor Police Department filed with the Public Employees Relations Commission to be recognized as a bargaining unit; and

WHEREAS, they have received certification as a bargaining unit; and

WHEREAS, there is a need for the parties to enter into a collective bargaining agreement; and

WHEREAS, the parties have negotiated an agreement for the period January 1, 1994 through December 31, 1996;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that the Mayor and Clerk are hereby authorized and directed to execute an agreement with the New Jersey State Policeman's Benevolent Association Local 271, Superior Officers Association, substantially in the form attached hereto.

Adopted: October 24, 1994

**CERTIFIED TO BE A TRUE COPY**

of 94-R271  
adopted on October 24, 1994

*Barbara G. Evans*

**Barbara G. Evans**  
**Township Clerk**  
**West Windsor Township**

Date: 10/24/94

AN ORDINANCE TO AMEND AND SUPPLEMENT  
THE REVISED GENERAL ORDINANCES  
OF THE TOWNSHIP OF WEST WINDSOR (1994)

AN ORDINANCE TO ESTABLISH A SALARY AND WAGE PLAN FOR  
THE TOWNSHIP OF WEST WINDSOR AND  
PROVIDE FOR THE ADMINISTRATION THEREOF

Section 1. BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST WINDSOR, COUNTY OF MERCER, STATE OF NEW JERSEY, that the salary and wage plan for employees and officers of the Township is hereby amended as follows:

IV. Annual Salaries and Wages for Police Officers - PBA 271

Schedule C - For Superior Officers: Lieutenants and Captains

|            | <u>1994</u> | <u>1995</u> | <u>1996</u> |
|------------|-------------|-------------|-------------|
| Captain    | \$69,698    | \$73,113    | \$76,958    |
| Lieutenant | \$63,021    | \$66,108    | \$69,609    |

Section 2. This ordinance shall be in force effective January 1, 1994, after action or inaction by the Mayor as provided by law or an override of mayoral veto by the Council, whichever is applicable. Publication will be according to law.

INTRODUCED: October 24, 1994  
PUBLIC HEARING: November 7, 1994  
ADOPTION: November 7, 1994  
MAYOR'S APPROVAL: November 9, 1994  
EFFECTIVE DATE: November 29, 1994