BOROUGH OF WOODSTOWN

Salem County, New Jersey

2008-2011 POLICE CONTRACT

THIS AGREEMENT made this 24th day of June 2008, between the Borough of Woodstown, New Jersey, hereinafter referred to as the "Borough" or "Employer" and the Woodstown Police Officers Association/N.J. FOP Labor Council, Inc., hereinafter referred to as the "Association".

WITNESSETH: Whereas, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours and other conditions of employment for all permanent full time regular police officers;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each officer represented by the Association as follows:

ARTICLE I RECOGNITION

The Employer recognizes the aforementioned Association as the exclusive representative of all members of the Police Department which includes all staff sergeants, sergeants, corporals and patrolmen but excluding the Chief of Police, Class I and Class II Officers.

<u>ARTICLE II</u> <u>MANAGEMENT RIGHTS</u>

The Association recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

ARTICLE III GRIEVANCE PROCEDURES

Section I

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

Step 1

An officer with a grievance shall first discuss it with his Section Supervisor either directly or through the department's designated representative for the matter of resolving the grievance informally.

Step 2

If the aggrieved party is not satisfied with the disposition of his grievance at Step 1 or if no decision has been rendered within five (5) working days after presentation of the grievance at Step I, he may file a written grievance with the Chief of Police, or in his absence, a representative designated by him. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police or his designated representative and the aggrieved party. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after the holding of such meeting.

Step 3

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, the matter may be presented to the Public Safety Committee of the Borough Council. A meeting on the grievance shall be held at the next regular scheduled meeting of the Public Safety Committee and shall not be public unless all parties so agreed in writing. A decision on the grievance shall be rendered in writing within ten (10) working days or by the time of the next regular Borough Council meeting, whichever should come first.

Step 4

If either party is not satisfied with the decision of the Public Safety Committee, or no written decision has been rendered within the required time, the matter may be referred to the Mayor and Council. A meeting on the grievance shall be held between the aggrieved party, the Mayor and Council at the next regularly scheduled Council meeting from the date of the grievance

is received by them. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Council shall render a final written decision within fifteen (15) working days of the date of the meeting.

Step 5

If the aggrieved party is not satisfied with the decision of the Mayor and Council, or if no written decision has been rendered within the required time, the aggrieved person has fifteen (15) calendar days in which to request arbitration. Such request must be submitted in writing to the Borough Council through the office of the Borough Clerk.

- A. The Arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association of the State Board of Mediation.
- B. The Arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.
- C. The Arbitrator shall make his decision in accordance with the law, and his decision shall be final as to all parties pursuant to the provisions of N.J.S.A. 34:13A-1,et seq.
- D. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Association. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

Section II

The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties in writing.

Section III

A grievance must be presented in Step 1 within one (1) week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Section IV

An employee may be represented at all stages of his grievance procedure by himself, or any other individual of his own selection.

ARTICLE IV COMPENSATION

Effective January 1, 2008 the salary schedule for all regular officers hired before January 1, 2008, recognized as being represented by the Association, shall be set forth in Schedule A which is cited below:

Schedule A:	2008	2009	2010	2011
Starting salary until the completion of first year	\$45,998	\$47,838	\$49,752	\$51,742
Beginning of second year until completion of second year.	\$51,258	\$53,308	\$55,440	\$57,658
Beginning of third year until completion of third year.	\$56,516	\$58,777	\$61,128	\$63,573
Beginning fourth year until completion of fourth year.	\$61,774	\$64,245	\$66,815	\$69,488
Beginning fifth year until completion of fifth year.	\$67,034	\$69,715	\$72,504	\$75,404
Beginning sixth year and beyond.	\$72,297	\$75,189	\$78,197	\$81,325

Effective January 1, 2008 the salary schedule for all regular officers hired after January 1, 2008, recognized as being represented by the Association, shall be set forth in Schedule B which is cited below:

Schedule B:	2008	2009	2010	2011
Starting salary until the completion of first year	\$45,998	\$47,838	\$49,752	\$51,742
Beginning of second year until completion of second year.	\$49,755	\$51,745	\$53,816	\$55,968
Beginning of third year until completion of third year.	\$53,512	\$55,652	\$57,880	\$60,194
Beginning fourth year until completion of fourth year.	\$57,269	\$59,559	\$61,944	\$64,420
Beginning fifth year until completion of fifth year.	\$61,026	\$63,466	\$66,008	\$68,646
Beginning sixth year until completion of sixth year.	\$64,783	\$67,373	\$70,072	\$72,872
Beginning seventh year until completion of seventh year.	\$68,540	\$71,280	\$74,136	\$77,098
Beginning eighth year until completion of eighth year.	\$72,297	\$75,189	\$78,197	\$81,325

Additional compensation shall be paid for the positions of Corporal, Sergeant, and Staff Sergeant detailed as follows:

	2008	2009	2010	2011
Corporal	\$1,700	\$2,400	\$3,100	\$3,800
Sergeant	\$4,900	\$5,800	\$6,700	\$7,600
Staff Sergeant	\$7,100	\$8,200	\$9,300	\$10,400

ARTICLE V SPECIAL COMPENSATION

In the event the Chief of Police, Staff Sergeant, Sergeant, or corporal are not available to perform their duties, then the Chief of Police at such times as he shall deem necessary, will appoint an officer to fill the position on the third contiguous pay cycle the officer will receive the compensation of the assigned rank.

ARTICLE VI COMPUTATION OF SALARY AND BENEFITS

Seniority and other rights and benefits; i.e., vacation, etc., for the purpose of this Article shall be deemed to have commenced from the date of hire. Date of hire for salary purposes only for officers hired after January 1, 2008 who do not possess a basic police officer certification, shall be the day that basic certification is received or 6 months after appointment, whichever is achieved first.

<u>ARTICLE VII</u> STANDBY TIME

Standby time for all regular police officers shall amount to one (1) hour of straight time in compensation for each four (4) hours of standby time or any part thereof. Standby compensation shall not be payable to an officer in receipt of duly issued standby subpoena.

ARTICLE VIII OVERTIME AND SCHEDULING

Any overtime worked in excess of an officer's normally scheduled nine (9) or ten (10 hour day shall be paid to the employee in the amount of one and one-half times his hourly base rate. In addition, if an officer is brought back into work with less than fourteen (14) hours off between daily shifts, he shall be compensated at the rate of one and one-half times his hourly rate for each hour worked. If an officer has his work hours changed from the normal shift hours with less than one hundred and twenty (120) hours notice, the officer shall be compensated at the rate of one and one-half times their hourly rate for each hour worked outside the normal shift hours. Overtime

worked in excess of any regular shift shall be subject to approval by either the Chief of Police or such person as designated by him to act in his absence. No officer shall be required to work a scheduled shift of consecutive days totaling more than forth (40) hours of scheduled work time without a minimum of twenty-four (24) hours off at the end of the forty (40) hour work period. The duty schedule shall be posted in the police station and available to all officers no less than thirty (30) days prior to the beginning of the posted schedule. No officer, other than an officer assigned as a "Shift Breaker," shall have his normal work days amended for training without mutual consent from the Officer and Management.

The provisions of the preceding paragraph shall apply to an officer who receives any training for weapons qualifications and who attends any school or training directly related to police duties or departmental meetings.

An officer assigned as a "Shift Breaker," may have his/her schedule amended to cover another officer's requested personal, vacation, sick, and/or training days as well as his/her own training days, and joint law enforcement related operations with local, county, state, or federal authorities. A Shift Breaker whose schedule is amended to cover special civic events shall be given overtime compensation for the hours worked outside of the normal work times of the Shift Breaker. The Chief of Police or his/her designee assigned to scheduling shall equally assign officers as a "Shift Breaker" not to exceed 2 months consecutively every 3 months. Officers holding the rank of Corporal, Sergeant, or Staff Sergeant, may agree to participate as a "Shift Breaker" on a voluntary basis. All other shall participate.

Any officer notified to appear for jury duty shall be relieved from working a scheduled shift on the day for jury duty. An officer receiving notice of jury duty shall advise the Chief of Police within forty-eight (48) hours.

None of the provisions of this Article shall apply if a particular officer has worked overtime by agreement with another officer or as a personal accommodation. In those instances, the working officer shall be deemed to waive any claim for overtime and shall sign a waiver form to this effect as provided by the Chief of Police.

ARTICLE IX CALL IN TIME

In the event of recall or call into duty, an employee shall be guaranteed a minimum of two (2) hours pay at an hourly rate of one and one-half times his regular salary. Subsequent overtime extending beyond two (2) hours will be paid at the rate of one and one-half times the officer's hourly rate as specified in Article VIII.

In the event an officer is called in after having been given less than ninety-six (96) hours' notice, he shall receive two (2) hours pay at this regular rate of salary plus he will receive one and one-half times his regular hourly rate for each hour or portion thereof he actually works. The provisions of this paragraph requiring two (2) hours of regular pay plus one and one-half times the regular hourly rate for each hour worked shall not apply for emergency situations.

ARTICLE X COURT APPEARANCES

Whenever an officer is required to attend a Federal, State, County or Municipal Court, while off duty, he shall be paid at the rate of one and one-half times the hourly salary rate for each hour involved. For Federal, State, and County Court an officer will be paid for a minimum of two (2) hours. For Municipal Court an officer will be paid for a minimum of one (1) hour. This rate shall not apply to an individual who receives a standby subpoena.

ARTICLE XI CLOTHING AND EQUIPMENT

Each officer shall receive a yearly non-cumulative new clothing voucher redeemable only for official borough police uniforms by a supplier designated by the employer, it being the intention of the parties that it is each officer's sole responsibility to replace worn or soiled uniform garments. The maximum amount allowed shall be \$850.00 for 2008 and 2009 and \$900.00 for 2010 and 2011. However, uniforms, equipment, or personal items inclusive of jewelry, etc., destroyed or damaged in the line of duty, shall be replaced or repaired at the borough's expense.

New police officers hired shall receive initial issue uniforms paid for by the Borough. Initial outfitting shall be in lieu of the non-cumulative new clothing voucher for the year of hire. Initial uniforms shall be ordered no later than thirty (30) days from date of hire. Refer to Appendix A for initial issue uniform.

Uniform changes as a result of a promotion are considered initial issue uniform and will not come out of the officer's uniform allowance. The Borough shall issue a bullet proof vest to all members at no charge to the members' non-cumulative new clothing voucher. The bullet proof vest shall be replaced in accordance with the manufacturers warranty at the Boroughs expense.

Newly trained bike officers will receive an initial issue bike uniform and equipment paid for by the Borough. Refer to Appendix B for initial issue bike uniform.

Each officer qualified and assigned to the police bicycle unit shall receive \$300.00 in addition to his/her regular uniform allowance.

ARTICLE XII MEAL ALLOWANCE

If a police officer is required to work a double shift, or is called in to work, while off duty, for a period of at least four (4) hours or longer, or while off duty is required to attend any Court, seminar, school or meeting with a duration of four (4) hours or more, and the employee is being paid at a rate of one and one-half times his hourly salary, the officer will receive a meal allowance of \$10.00 for each such tour of duty.

ARTICLE XIII TRAINING

The Borough of Woodstown will pay for all basic and advance training, as required by the New Jersey Police Training Commission and as approved by the Police Chief, and shall purchase the necessary supplies such training requires. The Borough will also provide mileage for a personal vehicle, if used, for travel that is required to and from a specified training center, and will reimburse the officer for any tolls that are incurred.

ARTICLE XIV USE OF PERSONAL VEHICLE

Whenever an officer is required to use their personal vehicle to travel to any Court, school, seminar or any other function, the officer shall be paid at the current federal mileage allowance for each mile traveled. A patrol unit, if available, will be used in lieu of an officer's personal vehicle. Under no circumstances will any officer be required to use their own vehicle for patrol work or stakeout duties.

ARTICLE XV MEDICAL AND HEALTH BENEFITS

Medical insurance offered under NJ State Benefits System shall be provided and fully paid for by the Borough for which coverage shall include the Employee as well as his entire eligible immediate family. If the state changes its plan the Borough will be able to change the plans in the contract. The Borough may change the current health benefit carrier to another carrier providing equal to or better coverage as previously provided.

If an officer chooses not to participate in the health benefits plan because of being covered by a spouses plan the borough will pay the officer \$2,400.00 for the year divided evenly and paid each pay period.

Each officer shall also be a member of the prescription plan. Each officer and all members of the officer's family shall be responsible for the deductible or co-payment expenses for any prescription drug. Each officer shall also be entitled to a combined total payment of up to \$1,000.00 for the officer and the officer's family, covering eye care and dental expenses that are incurred during the applicable calendar year. This \$1,000.00 limit is non-cumulative and may not be carried from year to year. This \$1,000.00 limit may be used by the officer and the officer's family for payment of any expenses incurred for dental expenses or eye care expenses as the officer and the officer's family may designate.

Each officer shall be provided a paid individual membership at a local fitness center. It an individual membership to a fitness center outside of the Borough is desired, the officer shall be reimbursed \$225.00 per year upon verification of membership.

ARTICLE XVI TIME OFF FOR DEATH IN FAMILY

If an immediate member of an officer's family shall die, the employee shall receive time off with pay from the day of death until subsequent burial. Immediate family members shall include spouse, mother, father, son, daughter, brother, sister (inclusive of both step and/or half), as well as mother-in-law and father-in-law.

For death of an employee's brother-in-law or sister-in-law, aunt, uncle or grandparent(s), <u>not</u> cousins, one (1) paid day off for funeral service will be allowed. Personal days and vacation days can be used for all other relatives and friends not named in this article.

Any officer shall only be paid for those days taken were actually scheduled for work.

ARTICLE XVII PERSONAL DAYS

Each officer shall receive three (3) fully paid personal days off annually, which days must be used within the given year, may not be accumulated, and for which no payment will be received if not used. Request for a personal day shall not be denied for any reason so long as the Chief of Police is given the request no less than seventy two (72) hours prior to the requested day and the request is not for any of the following holidays: New Years Day, Memorial Day, Fourth of July, Thanksgiving, The day after Thanksgiving, Christmas Eve Day, Christmas Day.

ARTICLE XVIII SICK LEAVE

Each employee shall be allotted sixteen (16) weeks of sick leave time per year with full pay. At such time as an individual officer has been sick for a period of sixteen (16) weeks, the circumstances of said officer's sickness shall be evaluated by the Public Safety Committee of the Borough Council and a recommendation made to the Mayor and Common Council of whether or not said sick leave shall continue.

It shall be required that if an officer is off sick for three (3) continuous days, on the third such day he will have to present medical proof of such sickness to the Chief of Police.

In no event shall an individual be entitled to reimbursement for any sick leave not taken, nor shall he be allowed to accumulate any form of sick leave, even though no specified amount of sick leave is provided per year in this contract.

Any individual paid pursuant to this section shall make prompt application for Workman's Compensation, New Jersey State Disability or Social Security Disability Compensation as appropriate for this particular illness. In the event benefits are received, and said officer shall reimburse the Borough in the amount of benefits received to the extent that said benefits equal to the amount he has been paid by the Borough. In the event an officer does not promptly apply for such benefits, his pay may be suspended until such application is made.

ARTICLE XIX VACATION TIME

Based upon years of service, each employee will be granted the following fully paid days of vacation on a yearly basis. An employee shall not receive any compensation for unused time. Vacation days may be taken singly or together as each individual employee shall choose and designate subject to reasonable scheduling requirements. Scheduling requirements shall not preclude an officer form starting vacation on the scheduled working day after another officer's vacation ends on a scheduled working day.

As used hereinafter, a week is defined to mean five (5) scheduled working days.

1 to 4 years of service2 weeks off5 to 9 years of service3 weeks off10 to 14 years of service4 weeks off15 years of service an beyond5 weeks off

An officer shall be allowed with the approval of the Chief of Police, to submit in writing to the Borough Clerk a request to bank up to five (5) vacation days per year to be used solely for preretirement leave. An officer shall only bank a maximum of twenty-five (25) vacation days.

Upon the birth or adoption of a new born baby an officer will be immediately granted their remaining personal days and up to five (5) days of accrued available vacation if requested. If the vacation is in conflict with a senior officer's scheduled vacation, the senior officer will be asked to make a good faith effort to voluntarily postpone his or her vacation.

ARTICLE XX ANNUAL PHYSICAL

Once annually, each officer is to submit to a physical examination by a physician retained by the Borough. Said physical shall include all test considered to be necessary by the attending physician. A physical examination will be conducted on the employee's own time but will be paid in total by the Borough.

ARTICLE XXI LEGAL AID

Legal expenses for an officer who is involved in a trial in which he is a defendant are to be paid by the Borough, if same resulted in such policeman being acquitted on charges brought against him. This provision shall not apply if the conduct charged against the officer did not arise in the performance of the officer's duty or if said charges are brought by the Borough.

The Borough shall not be required to pay for any legal fee if the Borough provides competent counsel to the Officer charged at each and every state of the criminal proceedings. In the event the attorney provided is not acceptable to the officer charged, then said officer shall advise the Borough of the attorney of the officer's choice, at which time the Borough may negotiate with said attorney and determine the charge to be paid in the event said attorney is acquired. This provision shall not be deemed to require the Borough to do any more than provide competent counsel in each and every state of the criminal proceedings. In the event the Borough elects not to provide such counsel, then the Borough shall pay such reasonable and necessary legal expenses as shall be incurred by the officer charged, as previously agreed between the Borough and the attorney selected by the officer charged.

ARTICLE XXII PAYMENT OF ADDITIONAL BENEFITS

All overtime received by each employee after being computed shall be submitted to the Borough, whereas payment of such overtime, including holiday pay, monies for meal allowances, mileage, tolls and the cost of items damaged in the line of duty, will be paid on a monthly basis.

In the event an officer is entitled to additional compensation pursuant to Article VII, **Standby Time**, Article VIII **Overtime**. Article X **Court Appearances**, and Article XIII **Shift Differential Pay**, the highest hourly rate payable pursuant to any one of the aforementioned articles to which the officer is entitled shall be paid; however, the compensation payable pursuant to any of the said articles shall not be cumulative.

ARTICLE XXIII ASSOCIATION/MANAGEMENT COMMITTEE

At the request of either party, a committee will be formed within 30 days of the request to meet and review policy, current rules and regulations governing the Police Department. The committee shall act purely in an advisory capacity. The committee shall make recommendations to increase professionalism in the Police Department and for the maintenance of good working relations with management. The committee will be comprised of the Chief of Police, one member of the Police Force, the Mayor and the Public Safety Committee of the Borough Council. The Association and Public Safety Committee shall meet quarterly or at the request of either party.

ARTICLE XXIV ASSOCIATION AND FOP FUNCTIONS

Each Police Officer who is scheduled to work will be afforded the opportunity to attend either Association or FOP functions and will be given one (1) paid day per year for this purpose. An officer must use a personal day to attend any additional functions. The Chief of Police must be given at least two (2) weeks prior notice of the employee's desire to attend such a function.

ARTICLE XXV DISCRIMINATION OR COERCION

There shall be no discrimination, interference of coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce employees into membership. Neither, the employer nor the Association shall discriminate against any employee because of face, creed, color, age sex or national origin.

ARTICLE XXVI FUTURE NEGOTIATIONS

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach an agreement on all matters concerning the terms and conditions of employment of the Borough employees included in Article I. Such negotiations shall begin no later than September 15th of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees included in Article I, be reduced to writing, and signed by authorized representatives of the Borough and the members of the Association.

The Borough agrees that there shall be no changes of the terms and conditions of employment during the lifetime of this Agreement, except through negotiations between the parties.

Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, grievances, conferences or meeting, he shall suffer no loss in pay or other fringe benefits and shall be relieved from duty subject to the manpower needs of the department. The officer(s) involved in negotiation proceedings when working, however, are subject to call-out to perform required police functions.

ARTICLE XXVII DURATION

This Agreement shall become effective January 1, 2008 and shall terminate December 31, 2011. If either party desires to change this Agreement they shall notify the other party in writing at least one hundred twenty (120) days before the expiration of this Agreement of proposed changes and their desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

ARTICLE XXVIII

The Borough will pay membership dues to professional organizations for work related assignments with an annual cap of \$250.00 per officer. These dues will not include the officer's FOP and Labor Council Dues.

ARTICLE XXIX RETENTION

Except as otherwise provided herein, all rights, privileges and benefits which the employees have heretofore enjoyed, as of December 31, 1979, and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect. The provisions of all Municipal Ordinance and Resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

IN WITNESS WHEEREOF, the parties have hereunto affixed their signatures.

ATTEST:	BOROUGH OF WOODSTOWN
Cynthia Dalessio, Clerk	By: Richard S. Pfeffer, Mayor
	John C. Hathaway, Council Member
	Edward C. Segrest, Council Member
WITNESS	THE WOODSTOWN POLICE OFFICERS ASSOCIATION
	By: Brian Zilinski Woodstown Police Officer
	Scott E. Vengenock Woodstown Police Officer

APPENDIX A

WOODSTOWN POLICE DEPARTMENT INITIAL UNIFORM ISSUE

Clothing

- 3 Long Sleeve Shirts
- 3 Short Sleeve Shirts
- 3 Pants
- 3 Mock-T Neck Shirts
- 1 Hat
- 3 Neck Ties
- 3 BDU Pants
- 3 Long sleeve BDU Shirts
- 3 Short Sleeve BDU Shirts
- 1 Baseball Cap
- 1 Sweater
- 1 Summer Jacket
- 1 Winter Jacket
- 1 Raincoat and Hat
- 1 Bulletproof Vest
- 1 Pair of Shoes
- 1 Pair Combat Boots

Leather Gear:

- 1 Duty Belt
- 1 Holster
- 1 Handcuff Case
- 1 Pepper Spray Case
- 1 Magazine Ammo Case

Nylon Gear

- 1 Belt
- 1 Holster
- 1 Magazine Ammo Case

- 1 Pepper Spray Case
- 1 Handcuff Case

Miscellaneous

- 1 Duty Weapon
- 1 Set handcuffs
- 1 Pepper Spray
- 3 Badges, 2 Shirt Badges, 1 Off Duty Badge
- 1 Hat Badge 1 Pair Gloves
- 1 Portable Radio
- 2 Equipment Bag
- 1 Clipboard

Revised 4/11/05

APPENDIX B

WOODSTOWN POLICE DEPARTMENT INITIAL BIKE UNIFORM ISSUE

Clothing:

- 2 Short sleeve polo shirts
- 2 Long sleeve polo shirts
- 2 Bike shorts
- 2 Bike pants
- 1 Bike Jacket
- 1 Pair bike shoes

Equipment:

- 1 Bike helmet
- 1 Pair glasses
- 1 Pair Gloves