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A G R E E M E N T

Between:

TOWNSHIP OF WEST WINDSOR
MERCER COUNTY, NEW JERSEY

and

LOCAL NO. 130, PRINCETON POLICEMEN'S
BENEVOLENT ASSOCIATION, WEST WINDSOR TOWNSHIP
POLICE DEPARTMENT MEMBERS ONLY

(Patrolmen)

January 1, 1973 through December 31, 1974

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PREAMBLE

This Agreement entered into this 7 day of August, 1973, 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. 130, PRINCETON POLICEMEN'S BENEVOLENT ASSOCIATION, WEST WINDSOR TOWNSHIP POLICE DEPARTMENT MEMBERS ONLY, (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 Patrolmen (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

Article II continued:

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 or any other national, state, county or local laws or ordinances.

ARTICLE III

WAGES

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

	<u>1973</u>	<u>1974</u>
Entry level	9,300	9,600
Completion of Academy or six (6) month, whichever is sooner	9,900	10,395
Beginning second year	11,350	11,915
Beginning third year	11,650	12,230
Beginning fourth year	12,150	12,760
Beginning fifth year	12,600	13,230

B. For 1974 the salaries shown shall be increased by one-half ($\frac{1}{2}$) the increase in cost of living, to a maximum additional amount of three (3%) per cent over the 1973 figures.

C. Cost of living shall mean the percentage increase as set forth by the Bureau of Labor Statistics for calendar 1973 over calendar 1972, for the New York Metropolitan area.

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, for which payment is made by those receiving the service, and which service the employer 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. 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 hereafter 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 rates for such extra work assignments shall be \$7.50 per hour for the employee, with a two (2) hour minimum as set by the Association, and an additional \$1.00 per hour to be paid to the Township to cover administration costs.

F. All payments provided for in E above shall be made to the Township which will then disburse the funds to the police officers involved.

ARTICLE V

VACATIONS

A. Each employee shall be entitled to vacation time as follows:

1. Upon completion of six (6) or more months, but less than one (1) year of continuous service, and if initially employed as a regular member of the Department on or before July 1st, one (1) week.

2. Upon completion of one (1) or more, but less than five (5) years of continuous service, two (2) weeks in the current calendar year.

3. Upon completion of five (5) or more years of continuous service, two (2) weeks and one (1) additional day for each year beyond the fifth year of continuous service to a maximum of five (5) additional days for ten (10) years of completed service in the current calendar year.

B. For the purposes of determining vacation time, a "week" shall equal a shift tour as determined by the current work schedule of the Department.

C. 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.

ARTICLE VI

HOLIDAYS

A. The Township hereby agrees to grant eleven (11) holidays per annum to the employees in the Police Department.

1. The following eleven (11) days are hereby designated as holidays: New Year's Day, Washington's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Election Day, Thanksgiving Day, and Christmas Day.

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 such holidays as are normally enjoyed by other Township employees. Therefore, in lieu of having each such holiday day off, the police officers agree to take eleven (11) substitute days off scheduled by the Chief of Police. The scheduling of such "holiday days" shall occur not less than seven (7) working days prior to such scheduled day off and each police officer shall be notified in writing as to the scheduling of such day.

C. The holiday year shall be the twelve (12) month period commencing January 1 and ending December 31, and all holiday days shall be scheduled within the calendar year in which they occur. In the event that the Chief of Police shall fail to schedule a holiday day by November 30th or shall fail to provide for the taking of such holiday day within the calendar

year, the police officer shall then, in that event, be entitled to be compensated for such holiday day on a straight time basis for any such days.

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 1965 Series as amended (Blue Shield).

2. Major Medical Insurance Plan (\$25,000.00). The Township reserves the right to change insurance carriers, so long as substantially similar benefits are provided.

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

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

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

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

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

(b) All premises and operations are covered for the following Liability Limits: \$300,000 per occurrence plus \$1,000,000 over run,, Bodily Injury and/or Property Damage Liability.

ARTICLE VIII

OVERTIME

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

B.1. Effective with the signing of this Agreement, 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 straight time pay. In construing such overtime, payments shall be made on the following basis:

- (1) Up to the first 16 minutes - no pay.
- (2) 16 through 30 minutes - 30 minutes pay.
- (3) 31 through 60 minutes - 1 hour pay.
- (4) Thereafter, overtime shall be paid in 30 minute

segments for all authorized time worked beyond the regular tour of duty.

2. Effective January 1, 1974, this rate of cash payment shall be at time-and-one-half.

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

C.1. Overtime shall be defined as including:

- 1. Call back time.
- 2. Court time.

2. 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.

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

ARTICLE IX

UNIFORMS

A. Each Police Officer shall be furnished as needed the standard police uniform, 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. Until the establishment of this service, concurrent with the effective date of this Agreement, each Patrolman will receive his pro rata share of the \$100 clothing maintenance allowance.

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

ARTICLE X

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 XI

COLLEGE INCENTIVE PAYMENTS

A. In addition to other compensation provided for in this Agreement, Officers who have earned college credits leading to a degree in a field related to law enforcement, shall receive additional compensation in accordance with the schedule set out below.

<u>Total Credits Earned</u>	<u>Minimum Year(s) of Service Completed</u>	<u>Amount of Incentive</u>
12 to 23	One (1)	\$ 100.00
24 to 35	One (1)	200.00
36 to 47	Two (2)	300.00
48 to 62	Two (2)	400.00
63 to 71 or AA or AS in Police related area	Two (2)	500.00
72 to 83	Three (3)	600.00
84 to 95	Three (3)	700.00
96 to 107	Three (3)	800.00
108 to 119	Four (4)	900.00
120 or more and have obtained a BS or BA degree in Police related area	Four (4)	1,000.00

B. For purposes of this Article, a "field related to law enforcement" shall include the following subject areas:

Police Science	Psychology
Business Administration	Public Administration
Government	Sociology
Political Science	

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

English

Accounting

ARTICLE XII

LONGEVITY

The Township agrees to provide to each employee a longevity payment of \$100.00 per year to be paid monthly after completion of his fifth (5) continuous and uninterrupted year of service to the Township Police Department, to be pro-rated over the year.

ARTICLE XIII
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

SEPARABILITY AND SAVINGS

A. The Township and the Association recognize the applicability of existing Presidential Executive Orders establishing controls on prices, rents, wages and salaries and agree to abide fully by their provisions and other applicable present or future Executive Orders or Legislation. Therefore, salary or wage increases or other economic changes will be put into effect only to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1973 or beyond cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law or by the decision of the wage and price board and will not go into effect until that decision is reached.

B. 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 provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII
GRIEVANCE PROCEDURE

A. Purpose

1. 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 this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute action under the provision hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department, or his designee, shall render a decision within (10) days after receipt of the grievance.

Step Two:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and, signed by the aggrieved and filed with the Police Commissioner (or his representative) within ten (10) days following the determination by the Chief of the Department.

(b) The Police Commissioner, or his representative, shall render a decision in writing within ten (10) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved through Step Two, then within ten (10) days following the

determination of the Police Commissioner, the matter may be submitted to the Mayor and Township Committee.

(b) The Mayor and Township Committee shall review the matter and make a determination with twenty-one (21) days from the receipt of the grievance.

Step Four - Arbitration:

(a) If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the American Arbitration Association with ten (10) days after the determination by the Mayor and Township Committee. An arbitrator shall be selected pursuant to the Rules of the A.A.A.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Township Committee. In the event the aggrieved elects to pursue his Appellate rights in the courts, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Association shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement

thereto. The decision of the arbitrator shall be final and binding on all parties.

(d) 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 XVIII
DURATION OF AGREEMENT

This Agreement shall take effect from January 1, 1973, and shall remain in full force and effect through December 31, 1974.

LOCAL NO. 130, PRINCETON
POLICEMEN'S BENEVOLENT
ASSOCIATION, WEST WINDSOR
TOWNSHIP POLICE DEPARTMENT
MEMBERS ONLY (Patrolmen)

By: David G. Turk
President, PBA #130

~~Attest:~~ By: Barry R. Morris
Negotiation Committee

Attest: Joseph L. Magata

TOWNSHIP OF WEST WINDSOR
MERCER COUNTY, NEW JERSEY

By: M C Freeman

Attest: James B. Chamberlain