

Mercer

AGREEMENT

Between:

TOWNSHIP OF WEST WINDSOR *Township*  
(MERCER COUNTY, NEW JERSEY)

and

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

PBA, Local 271  
(Patrolmen)

X January 1, 1983 through December 31, 1984

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PREAMBLE

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

ARTICLE I  
RECOGNITION

The Township hereby recognizes the Association as the exclusive collective negotiations agent for all 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 extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

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

ARTICLE IV  
EXTRA WORK

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

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

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

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

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

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

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

ARTICLE VI  
HOLIDAYS

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

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

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

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

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

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

ARTICLE VII -- INSURANCE (Continued)

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

Basic Benefits:

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

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

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

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

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

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

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

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

ARTICLE IX  
CALL BACK TIME

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

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

ARTICLE X  
UNIFORMS

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

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

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

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



ARTICLE XIII  
LONGEVITY

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

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

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

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

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

ARTICLE XIV  
NO-STRIKE PLEDGE

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

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

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

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

ARTICLE XV -- SICK LEAVE (Cont.)

D. Verification of Sick Leave

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

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

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

ARTICLE XVI  
SEVERABILITY AND SAVINGS CLAUSE

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

ARTICLE XXI  
GENERAL PROVISIONS

Non-economical Terms

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

ARTICLE XXII -- GRIEVANCE PROCEDURE (Continued)

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

Step Two

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

Step Three

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

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

ARTICLE XXII -- GRIEVANCE PROCEDURE (Continued)

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

D. Other Matters Agreed Upon

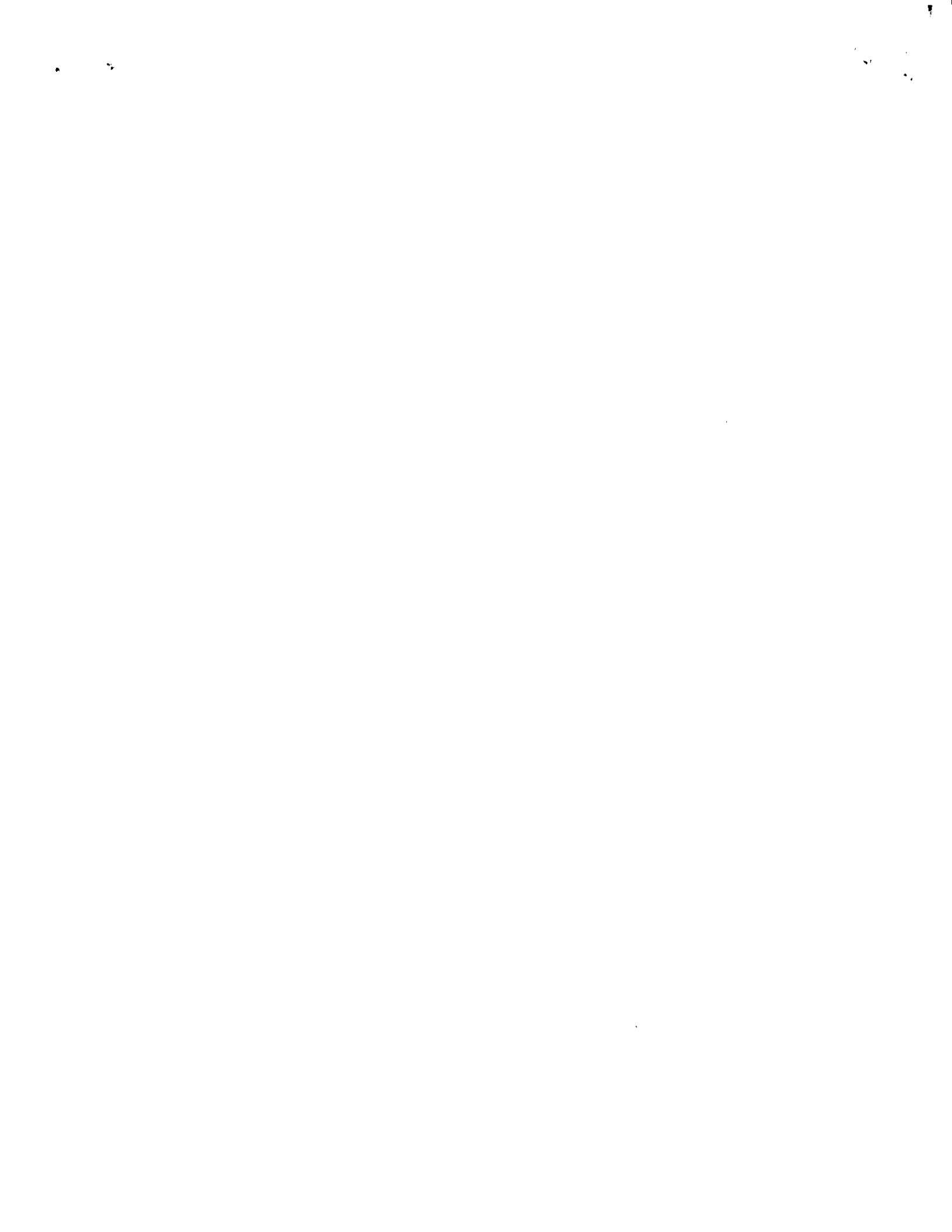
1. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

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

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

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

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



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