

Contract no. 744

Original

A G R E E M E N T

Between

WOOLWICH TOWNSHIP, NEW JERSEY

And

POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL #122

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JANUARY 1, 1991 through DECEMBER 31, 1993

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A G R E E M E N T

PREAMBLE

THIS AGREEMENT made and entered into in Woolwich Township, New Jersey, this 3rd day of February, 1992, between the TOWNSHIP OF WOOLWICH, in the County of Gloucester and State of New Jersey, hereinafter referred to as "Township" or "employer", and THE POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL #122 as sole and exclusive bargaining agent for the bargaining unit consisting of all regular police officers of the Woolwich Township Police Department, excluding the Police Chief, hereinafter referred to as "Association."

W I T N E S S E T H

WHEREAS, the Township and the Association recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation to negotiate with the Association as the sole representative of the employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

NOW, THEREFORE, in consideration of the following mutual covenants, IT IS HEREBY AGREED as follows:

## ARTICLE I

### RECOGNITION

SECTION 1. The Township hereby recognizes the Policeman's Benevolent Association Local #122 as the sole and exclusive representative of all regular police officers of the Woolwich Township Police Department, excluding the Chief of Police, for the purpose of collective negotiations with respect to terms and conditions of employment.

SECTION 2. Unless otherwise indicated, the term "Police Officer," "employee" or "employees" when used in this Agreement refers to all persons represented by the Association in the above defined bargaining unit.

## ARTICLE II

### MAINTENANCE OF STANDARDS

SECTION 1. The Township shall not discriminate in any way against any employee's Association activities or discharge any employee because of his Association activities.

SECTION 2. The rights of both the Township and the employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

SECTION 3. Employees shall retain all civil rights under the New Jersey State and Federal Laws.

SECTION 4. This Agreement shall not be changed or amended except by mutual agreement, reduced to writing and duly executed by the parties hereto.

ARTICLE III  
MANAGEMENT RIGHTS

SECTION 1. The Employer, on its own behalf and on behalf of the taxpayers of the Township of Woolwich, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

a. To exercise executive management and administrative control of the Police Department and its properties and facilities and the activities of its employees while such employees are on duty.

b. To hire all employees, and subject to the provision of law, to determine their qualifications and the conditions for their continued employment or their fines, suspensions, dismissals or demotions for good cause; and to promote and transfer all such employees within the Police Department.

SECTION 2. The exercise of the foregoing powers, rights, authority and duties and responsibilities by the Employer, 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 the State of New Jersey and the Constitution and laws of the United States.

SECTION 3. Nothing contained herein shall be considered to deny or restrict the employer of its rights, responsibilities and authority under the New Jersey laws or any other national, state, county or local laws or regulations.

SECTION 4. Nothing in this Agreement which changes pre-existing Employer policy, rules or regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the directions of the Chief of Police and Director of Public Safety and in accordance with Employer and administrative policies, rules and regulations provided that the provisions of the Agreement shall supersede and prevail over any conflicting provisions.

SECTION 5. It is understood that under the rulings of the courts of New Jersey, the Employer is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Employer has waived rights which are expressly required by the courts to be retained by the Employer.

## ARTICLE IV

### GRIEVANCE PROCEDURE

SECTION 1. For the purposes of this Agreement, a grievance is defined as a dispute between the Employer and any employee covered hereby with respect to working conditions, safety conditions or the alleged violation of a specific provision of this Agreement, provided that the term grievance shall not apply to:

- a. any matter for which a method of review is prescribed by law, or
- b. any matter which according to law is either beyond the scope of authority of the Township of Woolwich or limited to unilateral action by the Township of Woolwich alone, or
- c. a complaint of any employee which arises by reason of his or her not being re-employed.

Any grievance must be presented in writing within ten (10) calendar work days after the aggrieved person knows of the event or events upon which the claim is based or else such grievance is deemed waived. The written grievance shall specify:

- a. the specific nature of the grievance and, if a contract violation is claimed, the contract clause violated,
- b. the results of previous discussions,
- c. the date and time grievance is submitted,
- d. the relief sought.

All employees covered under this Agreement shall have the right to present a grievance. Unless otherwise provided in this Agreement, the grievance shall be processed in the following manner.

Step 1. The aggrieved party(s) and the Chief of Police or his designee shall within five (5) calendar days of said filing, informally meet and discuss the grievance. The Chief of Police shall render his decision, in writing, within ten (10) calendar days after the discussion of the grievance with the aggrieved party. Failure to render a written decision within said ten (10) calendar days shall permit the aggrieved party(s) to automatically move to Step Two.

Step 2. In the event the grievance has not been resolved at Step One, the aggrieved party(s) shall, in writing and signed, file the grievance including all previous documents with the Director of Public Safety within ten (10) calendar days following the conclusion of Step One. The aggrieved party(s) and the Director of Public Safety shall meet and discuss the grievance. The Director of Public Safety shall render a written decision within ten (10) calendar days from the receipt of the grievance. If no written decision is rendered, the grievance is deemed to be denied, and the grievance may automatically progress to Step Three.

Step 3. In the event the grievance shall not been resolved at Step Two, the aggrieved party(s) shall, in writing and signed, file the grievance with all previous documents with the Township Committee within fifteen (15) calendar days following the conclusion of Step 2. The Township Committee and the aggrieved party(s) shall meet to discuss the grievance within ten (10) calendar days of the filing of said grievance. The Township Committee shall, in writing, render a decision within fifteen (15) calendar days after said meeting with the aggrieved party(s).

The decision of the Township Committee shall be final and binding upon the parties involved in the grievance except for the alleged violation of a specific provision of this Agreement which may be taken to Step Four.

Step 4. If the grievance charges a violation of a specific provision of this Agreement and has not been resolved at Step 3 the aggrieved party(s) may request the appointment of an arbitrator for arbitration limited to the issue of the alleged violation of a specific provision of this Agreement. A request for the appointment of an Arbitrator shall be filed by the aggrieved party(s) in writing and signed by the Township Committee within forty-five (45) days of the decision of the Township Committee or, if no decision is rendered by the Township Committee, within forty-five (45) days after the last day the Township Committee could have rendered a decision.

The following procedure will be used to secure the services of an arbitrator:

A. The aggrieved party(s) shall within forty-five (45) days of the decision of the Township Committee or, if no decision is rendered by the Township Committee within forty-five (45) days after the last day the Committee could have rendered a decision, request the Public Employment Relations Commission (PERC) to submit a list of persons qualified to function as an arbitrator in the dispute in question.

B. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within fifteen (15) calendar days from receipt by both of them, the aggrieved



party(s) shall request that PERC submit a second list of names.

C. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within fifteen (15) days of receipt of it by both of them, PERC may be requested by either party to designate the arbitrator.

D. The arbitrator shall have no power to add to or subtract from the terms of this Agreement. The arbitrator's decision shall be rendered within forty-five (45) days from the close of the record of the case. Briefs, if any, shall be submitted within thirty (30) days from the close of the hearing unless otherwise agreed to by the parties with the consent of the arbitrator. The decision of the arbitrator shall be final and binding. The cost of the arbitrator's services shall be borne equally by the parties.

The time limits set forth above may be extended by the mutual consent of both parties, in writing.

The aggrieved party(s) shall have the right to be represented by legal counsel, the Association, the PBA, or a fellow Police Officer of his choosing at any stage of these grievance procedures. Any expenses incurred by either the aggrieved party(s) or the Township Committee shall be paid by the party(s) incurring the expense.

ARTICLE V  
COMPENSATION

SECTION 1. It is hereby agreed and understood that the schedule of compensation for regular Patrolmen and regular Officers of the Woolwich Police Department, excluding the Police Chief, shall be as follows:

	Effective 1-1-91	Effective 1-1-92	Effective 1-1-93
Starting Patrolman	\$20,293	\$21,510	\$22,586
Grad. Police Academy	23,192	24,583	25,813
1-2 Years from Hiring	25,608	27,144	28,502
2-3 Years from Hiring	29,231	30,985	32,534
More than 3 Years from date of Hiring	30,949	32,806	34,447
Sergeant	32,131	34,058	35,762

SECTION 2. The above are minimum pay scales for the above categories. The Township Committee shall retain the right to hire any patrolman at a starting salary at any level based on its discretion, but in no event will it exceed the highest salary of a patrolman with more than 3 years of service.

SECTION 3. The above increments shall be automatically given to the employee on the employee's hiring anniversary date of the appropriate year.

## ARTICLE VI

### OVERTIME

SECTION 1. If an employee covered under this Agreement is required to work in addition to his regular scheduled shift, he will be compensated at the straight time rate of pay for every hour worked, or he will be compensated in accordance with existing State and Federal Laws. Employees covered under this Agreement shall be called first for any overtime work before that work is offered to employees not covered by this Agreement.

## ARTICLE VII

### CALL BACK

SECTION 1. Any employee called into work on a scheduled time off shall be paid a minimum of four (4) hours straight time pay, unless otherwise covered by State or Federal Law. If such employees are required to spend in excess of four (4) hours, then they shall be paid on a straight wage basis thereafter or in accordance with existing State and Federal Laws.

## ARTICLE VIII

### COURT TIME

SECTION 1. The Township agrees that time spent in Court as a result of cases which arise out of police functions while in the line of duty shall be considered as working time and employees shall be paid \$50.00 per court appearance in 1991 and \$55.00 per court appearance in 1992 and \$60.00 per court appearance in 1993, or as covered by State or Federal Law, when the employee is required to attend court while off duty. This reimbursement is to include Municipal Court, Civil Court, County Court, Juvenile Conferences, Juvenile Court, Grand Jury and any other courts within the Judicial system.

## ARTICLE IX

### EDUCATION

SECTION 1. Police Academy and Technical Schools. Any employee attending a Police Academy or any other police training school or seminar, with the permission of the Chief of Police, shall be compensated at his regular rate of pay while attending the course. An employee will be reimbursed for travel expenses and meals while attending such schools. If said training is more than 150 straight line miles from the Township of Woolwich the employee will be reimbursed for the cost of lodging. The Township shall make a reasonable effort to secure in-service training for all employees.

SECTION 2. If an employee covered under this Agreement attends college, the Township agrees to reimburse 85% of his tuition for courses completed and giving credit toward an Associate's, Bachelor's or Master's degree up to the total reimbursement to that employee of \$500 per year. This benefit is non-cumulative and any unused benefit in one calendar year cannot be carried over to another year.

## ARTICLE X

### CLOTHING AND EQUIPMENT

SECTION 1. The Township shall make an initial issue of uniforms to each new employee. These uniforms shall be provided at no cost to the employee and will be replaced when presented by the employee with the approved of the Chief of Police.

SECTION 2. The Township shall purchase sufficient ammunition every six months or as required by the Chief of Police for each

employee. This ammo is to be used in the line of duty and for mandatory semi-yearly firearms qualification.

SECTION 3. Hardware items, such as handguns, holsters, belts and straps, handcuffs, nightsticks, etc. shall be supplied and owned by the Township. They will be replaced when and if presented by the employee for replacement upon the approval of the Chief of Police.

SECTION 4. Each employee covered by this Agreement shall receive an allowance of \$500 in 1991, \$525 in 1992 and \$550 in 1993 for the maintenance (cleaning and repair) of clothing.

SECTION 5. The Township agrees to pay for the repair or replacement of damaged equipment and personal property limited to watches and glasses and limited to \$100 per watch or pair of glasses.

#### ARTICLE XI

#### HOLIDAYS

SECTION 1. Each employee shall be compensated at his regular straight time rate for eight hours for each of the thirteen (13) holidays as per the attached schedule "A". He shall receive on or about the first day of December or the last payday in November of each year, one (1) eight hour day's pay for each day so designated, regardless of the fact that the day may have fallen on a scheduled day off. This compensation shall be in a separate check from the regular wage. For the calendar year in which the employee is hired, he shall only be paid for the holidays occurring subsequent to his date of hire. If an employee actually works the holiday, he shall be paid at the rate of time and one-half for all time actually worked on the holiday in addition to his 8 hours pay for the day as set forth above.

## ARTICLE XII

### VACATION

SECTION 1. Earned Vacations. All full-time employees covered by this Agreement shall be entitled to vacation as listed below.

a. New hires up to the completion of 1 year of service, an employee shall receive 48 hours vacation per year. Effective as of January 1, 1993 new hires up to the completion of 1 year of service, an employee shall receive 60 hours vacation per year.

b. Starting 2nd year of service until the completion of 5 years of service, an employee shall receive 84 hours vacation per year.

c. Starting 6th year of service until the completion of 10 years of service, an employee shall receive 168 hours vacation per year.

d. Starting 11th year of service until the completion of 20 years of service, an employee shall receive 204 hours vacation per year.

Service time for computing vacation time shall be computed from date of hiring as full time officer and shall not include part-time service except that prior part-time service with the Township can count for up to one year at the Township's discretion.

SECTION 2. All vacation time shall be taken in the year earned. An exception may be made, with the approval of the Township Committee, if an employee has an emergency or the work schedule of the Police Department does not permit the taking of said vacation. Vacation selection shall be by seniority. All vacations must be approved by the Chief of Police, however, no more than one member of the police department, not counting the Chief of Police, shall be on vacation at any one time.

ARTICLE XIII

HEALTH BENEFITS

SECTION 1. The Township agrees to provide and pay for Blue Cross/Blue Shield, The Medalion Program, for both the employee and his family. This plan shall remain in effect for the duration of this contract except that the Township may implement a health benefit plan which is equal to or better than the aforementioned plan.

SECTION 2. The Township further agrees to reimburse the employee per calendar year for dental expenses for the employee and his spouse and children under 18 years old and living in the employee's household up to \$750.00 in 1991 and 1992 and up to \$800.00 in 1993. This will be reimbursed to the employee upon presentation of Dentist receipt. Receipts will be presented to the Chief of Police as soon after the treatment as practical. If the employee so chooses, the Township in lieu of said reimbursement will pay up to \$750.00 in 1991 and 1992 and up to \$800.00 in 1993 on the premium of a Dental Insurance Policy for such employee and his spouse and children under 18 years old and living in the employee's household. This benefit is non-cumulative. Dental benefits not used in one calendar year cannot be carried over to the next year. The parties agree that the Township will implement the "24 month rate action" which locks in premium rates for 24 months.

ARTICLE XIV

LEAVES OF DUTY

SECTION 1. Leaves of Absence. The Township may in its complete discretion grant or deny requests for leaves of absence without pay.

SECTION 2. Leave Because of Death. In the event of the death of the employee's spouse, son or daughter, mother or father, brother or sister or step children residing within the household, the employee shall be granted five consecutive calendar days bereavement leave at the discretion of the Chief of Police or the Public Safety Director, for travel, funeral arrangements or other personal matters. Of these five days, one shall include the day of death and one shall include the funeral day itself. The aforementioned bereavement leave shall not be deducted from the employee's annual sick leave.

In the event of the death of the employee's stepbrother, stepsister, mother-in-law or father-in-law, grandparents, or stepchildren who do not reside in the employee's household, the employee shall be granted three consecutive calendar days bereavement leave at the discretion of the Chief of Police or the Director of Public Safety for travel, funeral arrangements or other personal matters. Of these three days, one shall include the day of death and one shall include the funeral day itself. The aforementioned bereavement leave shall not be deducted from the employee's annual sick leave.

SECTION 3. Employees shall be granted a total of two (2) personal leave days in 1991, a total of <sup>three</sup> ~~two~~ personal leave days in 1992 and a total of three (3) personal leave days in 1993. The scheduling of a personal day(s) is subject to the approval in advance by the Police Chief who may refuse the date requested



with justification. The officer must submit his request to the Police Chief at least five (5) days in advance of the date requested, unless an emergency arises where prior notice cannot be given.

SECTION 4. Sick leave. Employees shall be granted up to 108 hours of sick leave per year, with pay, when unable to work scheduled hours due to illness or injury. Any amount of sick leave not used in any calendar year shall be accumulated from year to year but all unused sick leave shall automatically expire upon termination of employment for any reason, including but not limited to death, resignation, retirement, discharge.

SECTION 5. A physician's certificate of employee's inability to work due to illness or injury shall be provided by employee at his expense in the event that the employee's illness or injury causes his absence for more than three (3) consecutive calendar days. The physician's certificate must be filed with the Chief of Police. The Township retains the right to require additional examination of an employee at any time to further verify entitlement to sick leave. This additional examination will be at the expense of the Township and by a Doctor of the Township's choosing.

#### ARTICLE XV

#### MILEAGE EXPENSE

Whenever an employee is required to use his or her own personal vehicle for official police business, he or she shall be reimbursed at the rate of twenty (20¢) cents per mile for distance traveled to and from. Said employee shall provide the Township Clerk with before and after odometer readings for payment with nature of business to be provided.

ARTICLE XVI

EMPLOYEE ASSISTANCE PROGRAM

The Township shall enroll each employee into the Gloucester County Employee Assistance Program with the Township bearing costs not to exceed \$21.00 nor less than \$18.00 per employee per year.

ARTICLE XVII

LONGEVITY

Effective in 1992, an employee with five plus years of service will receive \$300.00; an employee with ten plus years of service will receive \$500.00 and, an employee with fifteen plus years of service will receive \$750.00 on the police officer's anniversary date of hire.

ARTICLE XVIII

TIME CARDS

SECTION 1. On Monday of each week, prior to 4:00 p.m., each employee covered under this Agreement must submit a time card signed by the employee to the Chief of Police. This time card will show each day that the employee worked and the time of day that he commenced and ended work each day, any interruptions in his work day, any call-in time, substitute time, court time and any time off for holidays, personal day, vacation, compensatory time or sick time. It is agreed that if the employee does not submit the time card to the Chief of Police by the aforementioned time, notwithstanding emergency situations, the employee's pay may be delayed until such time such card is received by the Chief of Police.

ARTICLE XIX

LEGAL DEFENSE AND INDEMNIFICATION

SECTION 1. Legal defense and officers' indemnification for damage award shall be provided or paid as required by law.

ARTICLE XX

EMBODIMENT OF AGREEMENT

SECTION 1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall 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 executed this Agreement. The parties may however agree in writing to such negotiations.

ARTICLE XXI

DURATION

SECTION 1. This Agreement shall be effective January 1, 1991 and shall remain in full force and effect until December 31, 1993. Unless otherwise stated, all increases in pay and benefits for the contract year of 1989 will be retroactive to January 1, 1991. Not later than 120 days before the termination of this Agreement the parties shall commence negotiations for a new Agreement for the year 1994. The parties will make every effort, after notice

is served, to promptly commence negotiations. In the event negotiations may continue after December 31, 1993, the terms and conditions of this Agreement will continue in full and effect until a new Agreement is executed.

TOWNSHIP OF WOOLWICH

By Joseph W. Fyfe  
Mayor

ATTEST: .

James F. Doernann  
Clerk

POLICEMAN'S BENEVOLENT  
ASSOCIATION LOCAL #122

By Henry W. [Signature]  
-122

WITNESS:

[Signature]

WOOLWICH TOWNSHIP  
POLICE OFFICERS

By Sgt. Ron [Signature]  
Gal [Signature] Local

SCHEDULE "A"

1989-1990 Contract Year Holidays:

New Years Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veterans' Day

Thanksgiving Day

Christmas Day