

A G R E E M E N T

PREAMBLE

THIS AGREEMENT made and entered into in East Greenwich Township, New Jersey, this 19th day of August, 1988, between THE TOWNSHIP OF EAST GREENWICH, in the County of Gloucester and State of New Jersey, hereinafter referred to as "Township" or "Employer", and THE EAST GREENWICH POLICE DEPARTMENT, hereinafter referred to as "Employee" or "Employees".

W I T N E S S E T H :

WHEREAS, the Township and the East Greenwich Township Police Department 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 PBA Local #122 as the 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 PBA Local #122 as the sole and exclusive representative of all members of

1988 - 1989

vacation; said payments computed at the rate of pay based upon disability pension shall be paid for all accumulated holiday and

SECTION 2. Employees retiring on either regular or

employees under the New Jersey Statutes and Township Ordinances.

SECTION 1. Employees shall retain all pension rights as

Retirement

ARTICLE III

executed by the parties hereto.

amended except by mutual agreement, reduced to writing and duly

SECTION 4. This Agreement shall not be changed or

under the New Jersey State and Federal Law.

SECTION 3. Employees shall retain all civil rights

shall be observed.

for the orderly settlement of all questions regarding such rights

employees shall be respected and the provisions of this Agreement

SECTION 2. The rights of both the Township and the

discriminate in any way against any employee's PBA activities.

SECTION 1. The Township shall not discharge or

Maintenance of Standards

ARTICLE II

respect to terms and conditions of employment.

Lieutenant, for the purpose of collective negotiations with

the Police Department, excluding the Chief of Police and

SECTION 2. Leave Because of Death. In the event of the death of employee's spouse, son or daughter, time off necessary

be for a period of time not greater than two (2) weeks. adjustment referred to within the aforementioned sentence shall such period of time as employee served on military leave. The totalled with his military pay, will equal his regular pay for leave of absence the employer will pay him an amount which, when vacation. The pay period following his return from such military meeting. Such paid leave of absence shall not affect his military leave of absence for the period of such training or field training or to attend meetings, he shall be granted Armed Forces of the United States and is required to engage in member of the National Guard unit or any reserve unit of the

SECTION 1. Military Leave. Where any employee is a

Leave of Absence and Other Leave

ARTICLE IV

Medical during the terms of their retirement. at the expense of the Township, Blue Cross, Blue Shield and Major arising out of a work-related injury shall continue to receive,

SECTION 4. Employees retiring due to a disability

Township Committee.

sixty (60) days' prior notice to the Chief of Police, Mayor and

SECTION 3. Employees intending to retire shall give

of his employment prior to the effective date of his retirement. the base annual compensation due and owing during the last year

to arrange for and attend the funeral services up to a maximum of four (4) calendar days with pay at the established annual salary shall be granted to the employee. In the event of the death of the employee's father, mother, step-father, step-mother, sister, brother, father-in-law or mother-in-law, time off necessary to arrange for and attend the funeral services up to a maximum of three (3) calendar days with pay at the established annual salary shall be granted to the employee. A one (1) day leave of absence with full pay shall be allowed to the employee due to the death of a grandmother or grandfather.

SECTION 3. Sick Leave. Employees shall be granted up to twelve (12) sick days per year, regardless of the number of hours per shift. Example: 12 hour shifts, 144 hours per year, 10 hour shifts, 120 hours per year, and 8 hour shifts, 96 hours per year. Each employee shall be permitted to accumulate a maximum of 960 hours sick leave.

SECTION 4. Sick leave may be used by an employee for personal illness. A physician's certificate will be required in the event that the employee's illness causes his absence for three (3) or more consecutive days. The physician's certificate must be filed with the chief. Said employee may also be required, at the direction of the Chief of Police, to obtain physician's certificate from physician designated by the Township of East Greenwich. Cost of such directed visit shall be borne by the Township of East Greenwich. Such visit shall not restrict

employee from continued care by a physician of employee's choice and at employee's expense. If an employee is ill on the work day prior to, or following a holiday, said employee must provide the chief with a physician's certificate to receive his pay for said holiday.

If an employee has had three (3) or more "one day or

more illnesses" per year during the term of this contract, each

succeeding illness shall require the employee to obtain a

physician's certificate from a physician designated by the

Township of East Greenwich. Cost of such visit shall be borne by

the Township of East Greenwich. Such visit shall not restrict

employee from continued care by a physician of employee's choice

and at employee's expense.

SECTION 5. Recover of unused sick time. Any employee

shall be compensated noncumulatively in the following amounts for

limited use of sick time during each calendar year for the term

of this contract.

A.	No charged sick time:	<u>\$500.00</u>
B.	Any segment of one (1) hour to twelve (12) hours:	<u>\$350.00</u>
C.	Any segment over twelve (12) hours to twenty-four (24) hours:	<u>\$200.00</u>
D.	Any segment over twenty-four (24) hours to thirty-six (36) hours:	<u>\$100.00</u>

SECTION 2. Each employee shall be entitled to twenty-four (24) hours personal time per calendar year for personal business such as, but not limited to, emergencies, religious and other items relating to personal affairs. Requests

proper.

subsequent paycheck as soon after the holiday as is reasonably holiday worked the additional rate of pay will be reflected in a one-half (1/2) his hourly rate for each hour worked. For each on a holiday in Schedule "A" shall receive compensation of or not. In addition to this compensation each employee who works in Schedule "A", regardless if the employee is scheduled for duty Each employee shall receive eight (8) hours pay for each holiday twelve (12) holidays per calendar year as found in Schedule "A".

SECTION 1. Every employee shall be compensated for

Holidays

ARTICLE V

Upon retirement or honorable severance from the Police Department, following eight (8) years of continuous service in the Police Department, the Township shall buy back twenty-five (25%) percent of the unused sick hours of the employee. Sick time shall be computed at the employee's hourly rate of pay at the time of retirement. The Township of East Greenwich shall make the aforementioned payment within thirty (30) days of the date of retirement or honorable severance.

SECTION 1. The purpose of this Article is to settle all grievances between the Township and the employees as quickly as possible so as to ensure efficiency and promote employee moral. A grievance is defined as any disagreement or dispute between the Township and the employees involving the application,

Grievance Procedure

ARTICLE VII

Administrative failure on behalf of the Township due to negligence or inadvertence in scheduling which results in an employee's change in work week shall result in four (4) additional hours of pay for said employee for the first day of the change in work week.

SECTION 1. The Township shall not, without giving seven (7) days' prior notice, effect any change in the work week except in an emergency as determined by the Chief of Police, the Mayor or the Township Committee. Work week is defined to mean that period of hours worked during the normal week, as well as shift work, so that the Township would give notice if any change was intended as to hours, number of hours worked, or designation of hours worked.

Work Week

ARTICLE VI

must be submitted to the Chief of Police within five (5) days for his approval or denial.

interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) working days after the aggrieved person, who signed the grievance, knew of the event or events upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

(A) The appropriate PBA representative, the aggrieved party and the Chief of the Department, or its representative, with advice and consent of the Township Committee, may reach a settlement of the dispute; if they fail to reach an agreement within five (5) working days, the aggrieved party shall furnish a written statement of the grievance to the Chief on a form provided by PBA Local #122 for automatic reference to Step "B".

(B) A grievance committee consisting of four (4) members designated by the PBA and all members of the Township Committee and the Chief of the Department shall attempt to settle the dispute within ten (10) working days. If the dispute cannot be settled within the ten (10) working days, than the dispute automatically will be referred to Step "C".

(C) One (1) member of the grievance committee serving on the Township Committee and assigned to sit on the grievance committee and a referee assigned by the State Public Employees Relations Commission shall decide the dispute at this level and the decision shall be final and binding.

SECTION 2. Any employee obtaining an Associates Degree in a police-related field shall, in addition to his regular compensation, shall receive an additional \$100.00 per year during the term of his contract. Any employee obtaining a Bachelors Degree in a police-related field shall, in addition to his regular compensation, shall receive an additional \$175.00 per year during the term of this contract. The aforementioned additional compensation in recognition of advanced education

SECTION 1. Police Academy and Technical Schools. Any employee attending a police academy or any other police training academy recognized by the New Jersey Police Training Commission, with the permission of the Chief of the Department, shall be compensated at their regular rate of salary while attending the course. All expenses must be reimbursed to an employee attending a non-credit course pertaining to duties of police officers and approved by the Chief at a rate of \$5.00 for lunch and \$0.18 per mile provided the employee uses his personal vehicle.

Education

ARTICLE VIII

(D) As a result of any dispute arising under this contract, the employee shall have the right to make application to the Superior Court from any determination wherein such application to the Superior Court is the appropriate step. Each party shall be responsible for their own legal expenses.

Township Solicitor to act as co-council with the attorney him. The Township shall also have the right to instruct the services of the attorney selected by the employee to represent on duty, the Township shall reimburse the employee for the ultimately exonerated, as a result of acts committed by him while with a violation of the law within the line of duty, and

SECTION 2. Legal Expenses. If an employee is charged

Headquarters and returning to same.

vehicle. Such mileage shall be computed from the Township Police

is necessary and does not provide transportation or a Township

determines that such transportation or use of a personal vehicle

shall be reimbursed at the rate of \$0.18 per mile, if the chief

SECTION 1. Mileage. Mileage on a personal vehicle

Reimbursement for Expenses

ARTICLE IX

employee upon presentation of receipts.

public transportation. Payment shall be made promptly to the

employee uses his personal vehicle or for the actual cost of

transportation at the rate of \$0.18 per mile provided the

reimbursed for all reasonable expenses for food and lodging and

wherein it is made impractical to commute, employees shall be

police-related schools or courses for more than one (1) day

SECTION 3. All employees required to attend

December.

shall be paid at the time of the first pay during the month of

selected by the employee. Prior to the employee selecting the attorney to represent him, the Township shall have the right to first negotiate directly with that attorney selected by the employee to determine a reasonable fee for the representation. In the event that the employee is ultimately found guilty as charged, the Township is not obligated to pay the attorney fees. Should the employee appeal the decision and ultimately have the conviction reversed, then and in that event the Township shall be responsible for all legal cost incurred by the employee.

SECTION 3. Indemnification. Any award of damages arising out of a civil action related to the performance of duty by an employee, covered under this contract, while in the performance of his duty, shall be indemnified by the employer. The Township further represents that it has adequate insurance coverage to provide the aforementioned indemnification.

ARTICLE X
Clothing

SECTION 1. Each employee shall receive an allowance of \$400.00 per year for the maintenance of clothing.

SECTION 2. The Township shall make an initial issue of clothing to each new employee which shall include, at the maximum but not be limited to, the following items: Four (4) summer shirts; four (4) winter shirts; one (1) pair of golashees or rubber overshoes; four (4) pair of pants; one (1) pair of shoes; one (1) winter coat, one (1) rain coat; two (2) breast badges;

SECTION 1. Employees shall be provided with proper clothing and equipment. The Township agrees to conform to all manufacturing dealing with warranty and maintenance requirements with regard to equipment except in emergency situations. The Township also agrees that it will immediately attempt to effect repairs to police vehicles so as to prevent injury or loss of life due to faulty equipment.

Equipment

ARTICLE XI

SECTION 3. The Township shall purchase sufficient office; and one (1) bullet proof vest. one (1) hat badge; one (1) identification badge; two (2) clip-on ties; two (2) name plates; two (2) sets of insignias of rank and belts and straps, handcuffs, nightsticks, etc., shall be supplied by the Township and replaced when and if presented by the employee for replacement upon the approval of the Chief of Police. SECTION 4. Hardware items, such as handguns, holsters, uniform or any portion thereof currently utilized by employees without providing the necessary monies for the purchase of such new items in addition to the clothing allowance and clothing issue provided for by this contract.

SECTION 5. The Township agrees not to change the basic uniform or any portion thereof currently utilized by employees without providing the necessary monies for the purchase of such new items in addition to the clothing allowance and clothing issue provided for by this contract.

(1) pay period.

reasonable time so as not to hold up payment for more than one of the Department according to established rules and within a information shall be supplied to the payroll clerk by the Chief SECTION 2. When an employee has worked overtime, the

period.

hourly rate after eighty-four (84) hours in a two (2) week pay employees at one and one-half (1 1/2) times the established

SECTION 1. Rate of Pay. Overtime shall be paid to all

Overtime Pay

ARTICLE XIII

vehicle.

the County of Gloucester when the employee uses his personal set forth within this contract for any and all mileage outside while off duty. Each employee shall be reimbursed for mileage as his hourly rate of pay per hour spent in each court appearance employee shall be compensated at one and one-half (1 1/2) times the line of duty shall be considered working time and each

as a result of cases which arise out of police functions while in SECTION 1. The Township agrees that time spent in court

Court Time

ARTICLE XII

One (1) year of service, but less than five (5) years, ninety-six (96) hours per year.
 Five (5) years of service, but less than ten (10) years, one hundred forty-four (144) hours per year.
 Over ten (10) years of service, one hundred eighty (180) hours per year.

vacation as listed below, to wit:

all employees covered by this Agreement shall be entitled to

SECTION 1. Earned Vacations. Beginning January 1, 1988

Vacations

ARTICLE XVI

Federal and State Law.

his service records in accordance with the requirements of

SECTION 1. Each employee shall be entitled to inspect

Service Records

ARTICLE XV

article of the contract.

that overtime be paid solely because of the operation of this shall not result in payment of overtime and it is not intended sixteen (16) hours during any twenty-four (24) hour period. This employee who has engaged in such exchange working in excess of (24) hours notice and that such an exchange will not result in an be granted by the Chief of Police provided he has twenty-four

SECTION 1. Exchange of hours of duty by an employee may

Exchange of Hours of Duty

ARTICLE XIV

SECTION 1. The pay period shall commence at 6:00 a.m. on Monday and end 5:59 a.m. the Monday two weeks thereafter.

Pay Period

ARTICLE XVII

SECTION 2. Pay During Vacations. All vacations shall be granted at established annual salary rates.

SECTION 3. Scheduling Vacations. On or before March 1st of each year vacations in said calendar year shall be granted upon request by seniority for one (1) week and after each employee has selected one (1) week the remainder by seniority before April 1st shall be selected by each employee. The number of employees who may be on vacation at the same time shall be determined by the Chief of Police.

All vacation time shall be taken in the year earned. When, however, a vacation is deferred, either upon approval of the Chief of Police, or as a result of an emergency as determined by the Chief of Police, then and in that event the employee shall be permitted to utilize such vacation as previously scheduled at a later time within the same calendar year, or should not ample time remain in the same calendar year, carried over to the first quarter of the next calendar year, or be paid for at the employee's request, said payment to be based on the employee's current hourly base rate of pay.

Commander.

Each rank above Patrolman First Class shall receive an additional \$1,000.00 per rank. Any employee covered under this Contract, who is designated a Shift Commander, shall in addition to the compensation set forth above, receive an additional \$250.00 while acting in the capacity designated as Shift

TITLE	1988	1989
Patrolman 3rd Class	\$19,625.00	\$20,803.00
Patrolman 2nd Class	\$25,311.00	\$26,830.00
Patrolman 1st Class	\$28,500.00	\$30,210.00

shall be as follows:

Salaries for the employees during the term of this Agreement authorized to receive at the beginning of each calendar year. Agreement shall be the highest salary that an employee is duly

SECTION 2. Base salary for the purpose of this

dates of vacation.

with the approval of the Chief of Police, who will certify the of vacation may be made on special request of the Payroll Clerk salary plus any overtime or holiday pay. Payments for a period other Thursday an amount equal to 1/26th of the employee's annual SECTION 1. The Township will pay each employee on every

ARTICLE XVII
Salaries

SECTION 2. If any provisions of this Agreement should be held to be invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative and deemed severed from the body of the contract, but all other provisions shall not be affected thereby and shall continue to be in full force and effect.

Severability

ARTICLE XIX

SECTION 3. Longevity. In recognition of the increased value of an employee to the Township as he becomes more experienced and the necessity to keep good experienced employees by providing adequate and attractive salaries, the Township agrees that each employee shall receive, upon the completion of five (5) years of service, two (2%) percent of his salary. Upon completion of ten (10) years of service, longevity payments shall be three (3%) percent of his salary. Beginning in 1989, upon completion of fifteen (15) years of service, longevity payments shall be four (4%) percent of his salary. Longevity payments due each employee shall be paid by the employer on each employee's anniversary date of employment with the Township based on the employee's base salary at his anniversary date.

SECTION 1. Any employee called into work on a regularly scheduled time off shall be paid a minimum of four (4) hours of overtime and if such employees are required to spend in excess of four (4) hours, then they shall be paid on an hourly basis thereafter.

CALL BACK

ARTICLE XX

Health and Insurance Benefits

SECTION 1. The Township agrees to provide

hospitalization to the employees who shall receive fully paid Blue Cross, Blue Shield with Rider "J" and Major Medical, and the Township further agrees to review the current hospitalization coverage with a view to providing the most adequate coverage available, said hospitalization currently include the employee and his family.

SECTION 2. Each employee covered under this Contract shall be provided with at least \$10,000 life insurance at the expense of employer.

SECTION 3. The Township shall continue to provide the level of dental benefits in effect on December 31, 1985.

SECTION 4. Coverage for the benefits as set forth in Sections 1, 2 and 3 shall begin as early as practical with the employee recognizing that there is a period of time that the

employee will be without coverage pending approval of either his application or enrollment within the policies.

ARTICLE XXII

Miscellaneous

SECTION 1. The employee shall be afforded the

opportunity to participate in the establishment of rules and

regulations in accordance with the PERC laws provided same is not

in conflict with previous departmental policy, the laws of the

State of New Jersey or East Greenwich Township policy.

SECTION 2. Delegates to the State PBA shall be afforded

the day off without a loss of pay or compensation to attend the

scheduled meetings of the State organization. All special

meetings ordered by the State organization are inclusive.

Convention delegates shall be permitted to attend in accordance

with any State Court decision.

ARTICLE XXIII

Terms of Contract

SECTION 1. This contract shall cover the period nunc

pro tunc from January 1, 1988, to midnight, December 31, 1989.

All terms of this contract will be retroactive to January 1,

1988.

SECTION 2. the contract shall not be changed or

altered in any way during the term of the contract without the

written consent of the parties thereto.

ATTEST:

[Signature]

DATED: AUGUST 19, 1988

SAMUBI LICCIARDELLO

BY:

[Signature]

MELVIN A. CRAMER

BY:

[Signature]

P.B.A. LOCAL #122
EAST GREENWICH POLICE DEPARTMENT

SUSAN BUNDENS, CLERK

ATTEST:

[Signature]

DATED: AUGUST 18, 1988

AMOS PERSHEE, JR., MAYOR

BY:

[Signature]

TOWNSHIP OF EAST GREENWICH

SECTION 3. The contract shall continue to bind the parties during any period beyond December 31, 1989, until such time as a new contract is signed between the parties.
SECTION 4. Negotiations for a future contract shall commence on or before September 1, 1989.

SCHEDULE "A"

New Year's Day - January 1st

Martin Luther King Day

Washington's Birthday - 3rd Monday of February

Good Friday - Day designated and known as Good Friday

Easter

Memorial Day - Last Monday in May

Independence Day - July 4th

Labor Day - 1st Monday in September

Veteran's Day - November 11th

Thanksgiving Day - 4th Thursday in November

Day after Thanksgiving

Christmas Day - December 25th