

3-0649

08-19

**AGREEMENT BETWEEN
THE BOROUGH OF WENONAH, AND *Borough of*
THE NEW JERSEY STATE PATROLMEN'S BENEVOLENT ASSOCIATION
LOCAL #122
(WENONAH POLICE)**

1986

X. 1/1/86 - 12/31/86

TABLE OF CONTENTS

	<u>Page</u>
Agreement	1
Witnessstn	1
Recognition	1
Police Officer Rights	2
Management Rights	5
Salaries and Pay Days	7
Work Week and Work Year	8
Holidays	9
Vacations	11
Sick Leave and Leaves of Absence	12
Personal Days	14
Insurance	15
Cleaning Allowance	16
Clothing	16
Police Training/Schools	16
Miscellaneous Allowance	18
Equipment	18
College Incentive	19
Probationary Period	19
Legal Aid	20
Pension	20
Savings Clause	21
Disemination of Coercion	21
Retention of Benefits	21
Peaceful Resolution of Differences	22
Grievance Procedure	22
Definitions	26
Duration	26

AGREEMENT

THIS AGREEMENT, made this 9th day of October, 1986
between THE BOROUGH OF WENONAH, hereinafter referred to as the "Borough"
or "Employer", and the NEW JERSEY STATE PATROLMEN'S BENEVOLENT ASSOCI-
ATION, LOCAL #122, hereinafter referred to as the "PBA":

WITNESSTH

WHEREAS, the parties have carried on collective bargaining for the
purpose of developing a contract covering wages, hours of work and other
conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agree-
ments herein contained, the parties hereto agree with each other in re-
spect to the employees of the Employer recognized as being represented
by the PBA as follows:

RECOGNITION

Section 1

The employer hereby recognizes the New Jersey State Policemen's
Benevolent Association, Local #122, hereafter referred to as the PBA, as
the exclusive representative for the collective negotiations concerning
terms and conditions of employment for permanent Patrol Persons and Ser-
geants of the Borough of Wenonah Police Department.

Section 2

Specifically excluded from representation are the positions of:
Chief, Deputy Chief, Captain, Lieutenant and all CETA employees.

Section 3

Unless otherwise indicated, the term "police officer", "officer", "employee", or "employees" when used in this agreement refers to all persons represented by the PBA.

POLICE OFFICER RIGHTS

Section 1

The Employer agrees to maintain a personnel file for each employee covered under this contract and further agrees that such file will be maintained in a secure place. A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times, provided a designated superior officer is present at the time of such inspection. Any request for such inspection will be submitted to the Chief of Police prior to such inspection. The Borough agrees to notify the individual officer when any derogatory material is placed in his personnel file. The Employer agrees to provide an initial copy of any derogatory material at no expense to the employee. The employee may, upon reasonable request and at his or her expense, obtain additional photostatic copies of any material contained in his or her personnel file.

Section 2

1. A police officer has the same rights to engage in political activity as afforded to any citizen. This right to engage in political activity shall not apply to any officer when he is on duty, when he is acting in his official capacity, or when wearing either cap, shirt, trousers, or outerwear parts of the Wenonah Police Department Uniform.

2. Whenever a police officer is under formal investigation or subjected to interrogation by any Law Enforcement Arm of the Borough of Wenonah, for any reason, which could lead to disciplinary action, demotion, loss of pay or dismissal, the investigation or interrogation shall be as follows:

- a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the police officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
- b. The interrogation shall take place at the office of the Chief of Police unless otherwise waived by the officer.
- c. The officer shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under investigation shall be asked by and through one interrogator.
- d. Whenever possible, the officer under formal investigation shall be informed in writing of the nature of the investigation and of the names of all known witnesses and complaints to be utilized prior to any interrogation.
- e. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- f. The officer during interrogation shall not be threatened with transfer, dismissal, or disciplinary action.
- g. The officer shall have the right to a complete record, either written, taped or transcribed, of his interrogation. However, any expense shall be borne by the officer. The Borough shall have the same right.
- h. If the officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the inter-

rogation, he shall be completely informed of all his rights prior to the commencement of interrogation.

1. At the request of the officer under investigation or interrogation, he shall have the right to be represented either by counsel or by other responsible representative of his choice who shall be present at all times during interrogation, unless waived by the officer. The interrogation shall be suspended for a reasonable time not to exceed one week in order that such representation can be obtained.

3. No ordinance shall abridge nor shall the Police Department adopt any regulation which prohibits the right of an officer to bring suit arising out of his duties as a Law Enforcement Officer.

4. No officer shall be required or requested to disclose any item or his property, income, assets, source of income, debts of personal or domestic expenditures (including those of any member of his household or family), unless such information is necessary in the investigation of a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law.

5. If the investigation or interrogation of an officer results in a decision by the Law Enforcement Arm of the Borough for some punitive action, such as demotion, dismissal, written or oral reprimand, loss of pay, reassignment or similar action, upon written request the officer shall be entitled to a hearing on the issues before Mayor and Council. An official record, including testimony and exhibits, shall be kept of the hearing by Mayor and Council.

6. Both the Law Enforcement Arm of the Borough and the officer shall be given ample opportunity to present evidence and argument with respect to the issues involved. Both may be represented by counsel.

7. Every party has the right to cross-examination of the witnesses who testify and may submit rebuttal evidence.

8. The Mayor and Council in conducting the hearing may take notice of judicially noticeable facts and, in addition, may take notice of general, technical or scientific facts within its specialized knowledge.

9. Any decision, order, or recommendation for action resulting from the hearing by Mayor and Council shall be in writing and shall be accompanied by findings of fact. The findings shall be expressed in a concise statement upon each issue in the case. A copy of the decision or order and accompanying findings and conclusions, along with any written recommendations for action, shall be delivered or mailed promptly to the officer or to his attorney.

10. No officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his employment; or be threatened with any such treatments by reason of his exercise of or demand for the rights granted in this Agreement, or by reason of the lawful exercise of his Constitutional Rights.

MANAGEMENT RIGHTS

Section 1

The Employer 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 Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing:

- a. To exercise executive management and administrative control of the Police Department and its properties and facilities and the activities of its employees.
- b. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their

continued employment, of their dismissal or demotions; and to promote and transfer all such employees.

Section 2

The exercise of all powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in the 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 of this Agreement 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 presently existing or those adopted or amended in the future.

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 direction of the Chief of Police and in accordance with Employer and administrative policies, rules and regulations provided that the provisions of this 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 subsection 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.

SALARIES & PAY DAYS

Section 1

Salary Schedule for 1986, effective January 1, 1986 to December 31, 1986. Said Salary Schedule is based upon a 6.0% increase above the 1985 Salary Schedule.

Sergeant	\$22,974.00
Patrol Person - First Class beginning 3rd year	21,876.00
Patrol Person - Second Class beginning 2nd year	20,136.00

Section 2

Pay days for police officers will be on the 15th and on the last day of the month. If the above dates should fall on Holidays or weekends, employee will be paid prior to said day.

Section 3

It is further agreed that should the Borough, during the period of this contract, award the majority of the other Borough employees wages and benefits which, encompassing the one year contract period, exceeds the increase awarded the officers, then in that event the officers also will receive an increase in compensation equaling the increase awarded to the majority of the other Borough employees.

WORK WEEK AND WORK YEAR

Section 1

Overtime: Overtime shall be paid to any member covered under this Agreement who is required or directed to work for any period in excess of forty (40) hours in any one (1) week. Such overtime pay shall be at the rate of time and one half his or her regular rate of pay for all such overtime, provided the employee has first worked a full forty (40) hours.

Overtime shall be paid for work performed beyond forty (40) hours except under the following special circumstances:

1. Employee's voluntary attendance at police schools or seminars;
2. Any police related activities that an employee volunteers to work, such as sports, bank duty, dances, etc.;
3. Departmental meetings;
4. Staff meetings with the Chief;
5. Voluntarily supervising Juvenile Work parties;
6. Programs for organizations, including demonstrations by volunteers;
7. Assignment to special investigation by volunteers;
8. Voluntary overtime investigation or work.

Insofar as possible, based on operational requirements of the Department, the Chief of Police shall provide for a fair and equal system of overtime allocation.

Section 2

In determining overtime, the first thirty (30) minutes shall not be considered; however, if an employee works more than thirty (30) minutes, he or she shall then be paid from the beginning point, and any part of the first hour shall be paid as though the employee had worked a full hour. Time beyond one hour shall be paid on the basis of thirty (30) minute intervals, and any fraction of a thirty (30) minute interval shall be paid as a full thirty (30) minute interval.

Section 3

Court Time: An officer required to report either to Municipal Court, Superior Court, Grand Jury or Juvenile Court in the performance of his duties while on his off-duty time, shall be paid at straight time rate. Pay will not be granted for appearances in Civil Court actions.

Section 4

Work Week: The normal work week shall be forty (40) hours. The Borough reserves the right to assign overtime as necessary.

Section 5

Work Year: Except for vacation time permitted by the contract and/or sick time, employees will normally be expected to work fifty-two (52) forty (40) hour weeks as their regular work year.

HOLIDAYS

Section 1

In lieu of time off, each police officer of the Borough shall be granted pay for eleven (11) holidays a year. Pay for all holidays shall be awarded at the regular Borough Council meeting in November.

In the event that a holiday occurs on an officer's regular day off, or in the event an officer shall be required to work on a given holiday, the officer shall be entitled to compensation for that holiday to be calculated at one and one half day's regular pay.

Example

Officer A works all 11 Holidays

11 Holidays x 8 Hours = 88 hours x 1 1/2 = 132 hours pay

Officer B is off all 11 Holidays

11 Holidays x 8 hours = 88 hours x 1 1/2 = 132 hours pay

Section 2

The Holidays shall be as follows:

New Year's Day
President's Day
Good Friday
Memorial Day
July 4th
Labor Day
Election Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas

Section 3

The work schedule for a Holiday will be subdivided into three (3) eight (8) hour shifts, the same as any regular working day.

VACATIONS

Section 1

Earned Vacations: Officers shall be entitled to vacation with pay based upon length of time employed with the Borough as hereinafter provided:

Schedule: By definition - One (1) week vacation is equivalent to five (5) working days.

- a. Two (2) weeks vacation after completion of one (1) year service.
- b. One (1) additional day for each year completed after one year until three (3) weeks are attained (i.e. after completing six (6) years of service).
- c. After the sixth (6th) year to the end of the eleventh (11) year - three (3) weeks vacation is granted.
- d. Beginning the twelfth (12th) year, one (1) additional day for each year until four (4) weeks are attained (i.e. after completing sixteen (16) years of service).

Section 2

Any officer who is entitled to vacation shall, at his or her option, be allowed to take said vacation in consecutive weeks and/or days provided it does not unreasonably interfere with Departmental operations and provided further that the Police Chief grants approval. Said vacation may be taken at any time during the calendar year.

Section 3

In general, and unless operational needs of the Department dictate to the contrary, vacation selection shall occur on the basis of seniority. All vacation time may be delayed to a time based on operational needs of the Department as identified by the Chief of Police.

Section 4

Earned vacation shall be paid to any officer who is laid off or drafted by the military. Those officers who have been laid off or drafted by the military during the vacation year shall be paid vacation pay on prorata basis.

Section 5

Vacation time shall not accrue during a leave of absence.

Section 6

Pay in Lieu of Vacation - Any Borough employee with the approval of his immediate supervisor, may elect not to take his entitled vacation (or a portion thereof) and instead work his normal hours or shift. The employee then will receive his regular salary for the vacation days worked in addition to his normal paid vacation salary.

SICK LEAVES & LEAVES OF ABSENCE

Section 1

Funeral Leave:

- a. Upon request employees shall be granted special leave with pay because of death in the immediate family, including relatives in the household, or for the death of other members as enumerated in Section 2 of this Article.

- b. Such funeral leave shall be granted with pay for three (3) days. Extension past the three (3) day period may be granted by the Mayor and Council provided circumstances warrant such an extension.

Section 2

Definition: Members of the family are defined as the officer's mother, father, father-in-law, mother-in-law, grandfather, grandmother, brother, sister, spouse, brother and sister of spouse, child, foster child and relatives of the officer that reside in his household.

Section 3

Illness or Injury

- a. Policy - An officer who is ill or injured is not required to work during the period of illness. Furthermore, the Borough does not desire or expect the officer to return to work until and unless he has recovered from the illness. The officer will continue to receive his normal salary during absences due to illness or injury.
- b. Notification - An officer who is unable to work due to illness or injury may be required by the Chief of Police to submit a note from the attending physician. The Mayor and Council will be informed by the Chief of Police of any officer who is absent for longer than ten (10) consecutive working days and will remain advised concerning the nature and progress of the illness or injury.
- c. Abuse - An officer who accumulates a record of chronic, perpetual absenteeism due to illness must appreciate that, in absence of supporting medical documentation, such record will deleteriously effect the officer's performance record and could lead to cause for dismissal.

- d. Family Member Illness - Time off with pay may be granted to an officer due to illness of an immediate family member whereby such illness requires the officer's attendance upon the person who is ill or injured, or which requires his being quarantined by a physician because of a disease which is contagious. Similarly, an officer may be given time off to attend an immediate family member in the hospital or other place of recuperation. For all such instances, a written note of explanation from the officer's attending physician may be required by the Chief of Police.
- e. Occupational Injury - For a work-related injury, an officer will be paid up to a full salary, which will be the net difference between workman's compensation benefits and the officer's salary, until either a Borough-approved physician determines that the officer is capable of returning to work or until the officer's Pension Board places him on permanent disability.

Section 4

Leave of Absence Without Pay

- a. A permanent employee who desires to engage in a course of study such as will increase his or her competency in his or her regular duties, with the approval of the Mayor and Borough Council, may be granted a special leave of absence for a period not to exceed six (6) months.
- b. An employee who is absent from work without official permission or fails to notify his or her immediate supervisor that he or she will not report for work that day shall be subject to appropriate disciplinary action and loss of pay.

PERSONAL DAYS

Section 1

Each employee shall be eligible for one (1) day personal leave with pay which may be used for personal business. Personal leave time shall not be carried over into succeeding years. Except in emergency situations, employees shall submit his or her request to the Chief of Police forty-eight (48) hours in advance of his intent to take his personal leave. Granting of personal day leave time shall be at the sole discretion of the Chief of Police.

Section 2

Beginning in 1984, a second personal day leave with pay shall be granted to each officer provided that during the preceding year, the individual officer is not involved in any sort of motor vehicle accident with any Borough police car involving damage to the car in excess of \$500.00. Personal leave time shall not be carried over into succeeding years. Except in emergency situations, employees shall submit his or her request to the Chief of Police forty-eight (48) hours in advance of his intent to take his second personal leave day, if such has been earned. Granting of personal day leave time and decision regarding accidents to the police car(s) shall be at the sole discretion of the Chief of Police.

INSURANCE

Section 1

Blue Cross/Blue Shield: The Borough agrees to provide and assume all costs for Blue Cross/Blue Shield coverage under the 750 Series Plan, Rider "J" and Major Medical and Surgical coverage with the New Jersey Health Plan for all officers of the negotiating unit.

Section 2

Death Benefit: If an officer loses his life "in the line of duty", the Borough will pay for Blue Cross/Blue Shield, or equivalent, for his spouse and children until his children reach legal age and/or until his spouse either dies, remarries or is included in an alternate plan. Any child who is a full time student shall receive coverage as specified by the plan.

Section 3

The Borough will cover cost of Blue Cross/Blue Shield with Rider "J" and Major Medical, or equivalent, for any officer who is disabled "in the line of duty". Such coverage will cease if said officer becomes eligible for medicare/medicaid or shall be offered paid equivalent hospitalization coverage by a future employer. If the employee retires with 25 years of service or at age 55, he shall continue to be carried on the Borough rolls but the coverage shall then be at the employee's expense.

CLEANING ALLOWANCE

Section 1

The Borough agrees to pay for cleaning of uniforms for officers under this Agreement up to a maximum of \$200.00 per year per officer.

CLOTHING

Section 1

The Employer shall amply supply all officers with uniforms and equipment, including foul weather gear, as determined necessary by the Chief of Police, Mayor and Council, whose determination shall be final. All expense for replacement of uniforms when worn-out shall be borne by the Employer.

POLICE TRAINING/SCHOOLS

Section 1

The Chief of Police shall provide for posting of notices advising employees of the availability of schools and seminars. The final determination of who shall be authorized to attend schools and seminars shall be vested in the Chief of Police.

Section 2

Employees attending police schools and/or seminars which are required by the Chief of Police in order to upgrade the efficiency of the Department shall be reimbursed for actual expenses incurred, including meals, tolls, and car expenses, in accordance with the schedule established herein:

- a. Fifteen (15) cents per mile for authorized mileage if the employee uses his own car.
- b. Actual tolls.
- c. Five dollars (\$5.00) for lunch where not provided as part of the school or seminar.
- d. The cost of said seminars, schools or additional training shall be at the expense of the Employer if the employee is required to attend. Employees may attend voluntarily with approval of the Chief of Police. However, the cost of such voluntary seminars, schools, or additional training shall be at the personal expense of the employee unless alternative arrangements are mutually agreed upon by the employee and Employer.

Section 3

The Chief of Police will ensure that each officer covered under this Agreement is given the opportunity to qualify twice a year with his

firearm and additionally given the opportunity to acquaint himself with other weapons as he may be required to use in the course of his duties, specifically, familiarization with the 12-gauge shotgun by firing the same on the range under the supervision of a range officer at time of qualification.

MISCELLANEOUS ALLOWANCE

Section 1

Meals: Meals, at the rate not-to-exceed \$3.00 for breakfast, \$5.00 for lunch and \$10.00 for dinner, will be paid by the Borough, when approved by the Chief of Police, in connection with an assignment outside the Borough in duration of four (4) continuous hours or longer. This is intended to cover expenses when testifying in court actions, investigations, and for such other activities as may be required by the Chief of Police.

Section 2

Mileage: For the use of the employee's private car; mileage will be paid for by the Borough to the Officer at a rate of fifteen (15) cents per mile, providing the Chief of Police shall determine such transportation is necessary and providing such transportation is not by a Borough vehicle. Such expenses will be submitted to the Chief of Police not later than one (1) month after the expense is incurred along with receipts for meals and other allowable expenses. Mileage allowance will not be paid to reimburse an employee coming to and going home from work.

EQUIPMENT

Section 1

The Borough shall equip each patrol car with a safety cage between the front and rear seats.

Section 2

The Borough agrees to maintain all equipment in safe operating condition except in emergency situations. The employee will not be required to drive a vehicle if it has been deemed unsafe by the Chief.

Section 3

The Borough shall provide one (1) shotgun with sufficient ammunition for each patrol car. The Borough shall supply to each employee mace, canister and holder for same and shall replace all consumed or defective canisters.

Section 4

No employee shall be required to perform any non-office function without radio communications at his disposal.

COLLEGE INCENTIVE

Section 1

Each member of the Bargaining Unit shall be entitled to a maximum of One Hundred Dollars (\$100.00) per year toward the cost of tuition and books for college courses. Said courses must be related to employment as determined by the Chief of Police and shall be approved by the Chairman of the Public Safety Committee. For payment, receipts shall be presented to the Chairman of the Public Safety Committee along with a copy of the grades received in the courses. The following payment schedule shall apply:

- 100% payment - A or B
- 50% payment - C
- 0% payment - D or below

PROBATIONARY PERIOD

Section 1

New employees of the Department shall serve a probationary period of one (1) year. During said probationary period, they shall be paid at the patrolman trainee level as set forth in the Borough Salary Ordinance. Upon successful completion and following the recommendation by the Chief of Police they shall advance to the second class level of the salary guide as set forth herein.

Section 2

Management reserves the right to hire a new probationary officer at the second class level should management deem that the candidate's experience and qualifications warrant this salary. Following successful completion of the one (1) year probationary period and, following appointment as a permanent patrol person, the new officer will remain at the second class salary level for the following year. Beginning the third year he will move to the first class salary level.

LEGAL AID

Section 1

If an employee is charged with a violation of the law as a result of acts committed by him in the performance of his duties as an officer representing the Borough of Wenonah, the Borough shall reimburse the employee for the reasonable costs of the services of the attorney selected by the employee to represent him. Said payment is conditioned upon the employee being found not guilty. Employer shall also pay such other legal fees as provided by statute. Said fees shall be agreed upon by both parties prior to engaging of any selected attorney.

PENSION

Section 1

The Employer shall continue to make contributions into the Public Employment Retirement System pension and retirement plan on behalf of those covered by this Agreement, according to the formula prevailing as of the date of the execution of this Agreement and upon the terms fixed by statutes and the laws of the State of New Jersey.

SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any articles or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provision.

DISCRIMINATION OR COERCION

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

RETENTION OF BENEFITS

Except as otherwise provided herein, all benefits which the employees have heretofore enjoyed and are presently enjoying shall be maintained and continued at the highest standards by the Borough during the terms of this Agreement.

The provisions of municipal ordinances and resolutions applicable to the members of the unit, shall remain in full force and effect, except as specifically modified herein, during the term of this Agreement and shall be as if incorporated in this Agreement and as if set forth herein at length.

PEACEFUL RESOLUTION OF DIFFERENCES

Section 1

Both parties recognize the desirability of continual and uninterrupted operation of the Police Department and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have thereby removed any cause of work interruption. The PBA accordingly agrees, that it will not, nor will any person acting in it's behalf, cause, authorize or support nor will any of it's members take part in, any strike (i.e., the concerted failure to report for duty or willful absence 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).

The above is interpreted that:

The PBA may be held liable for damages for "wild cat" strikes, unless the PBA in writing immediately and publically disavows the strike and notifies the strikers to return to work. The PBA agrees that any strike is a breach of contract and that such act removes all impediment from and permits the Employer to dismiss or otherwise discipline employees taking part in that breach of contract.

GRIEVANCE PROCEDURE

Section 1

Definition: For the purpose of this Agreement, a grievance is defined as a dispute between the Employer and any employee covered hereby with respect to the alleged violation of a specific provision to this Agreement.

Procedure: Any employee shall have the right to present a grievance as specified herein.

Section 2

Step 1 - Chief of Police: Any employee who believes he or she has a grievance shall discuss it first with the Chief of Police in an attempt to resolve the matter informally at that level. If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee, he or she shall set forth his or her grievance in writing within ten (10) days of the date of the occurrence of the event giving rise thereto and present it properly identified as a grievance to the Chief of Police specifying:

- a. the specific nature of the grievance and the contract clause violated;
- b. the results of previous discussion;
- c. the date and time of presentation;
- d. the relief sought.

The Chief of Police shall communicate his decision to the employee in writing within ten (10) days of receipt of the written grievance.

Step 2 - Chairman of the Public Safety Committee: In the event the employee remains dissatisfied, he or she shall, no later than seven (7) days after receipt of the Chief of Police's written decision, appeal to the Chairman of the Public Safety Committee. The appeal to the Chairman of the Public Safety Committee must be made in writing, as submitted to the Chief of Police, specifically detailing the employee's dissatisfaction with the decision previously rendered. The Chairman of the Public Safety Committee or his designate shall attempt to resolve the matter as quickly as possible, but within a period not-to-exceed twenty-one (21) days. The Chairman of the Public Safety Committee or his designate

shall communicate his decision in writing to the employee and to the Chief of Police.

Step 3 - Mayor: If the grievance remains unresolved to the employee's satisfaction, he or she may, no later than seven (7) days after receipt of the Chairman of Public Safety Committee decision, request in writing a review by the Mayor. All previous documents shall be submitted to the Mayor with such written request for review and he shall render a decision no later than twenty-one (21) days after receipt of the grievance. The Mayor may, if he so desires, indicate a designate to hear and resolve such grievances.

Step 4 - Arbitration: In the event settlement of the grievance is not reached in Step 3, the matter may be appealed through the Arbitration procedure herein after established. Notification of appeal to arbitration shall be made known to the other party in writing within twenty-one (21) days subsequent to the date of receipt of the decision rendered in Step 3.

In the event arbitration is requested, the parties shall endeavor to mutually agree upon an arbitrator. If the parties fail to agree on such arbitrator, they shall jointly request the American Arbitration Association to furnish a panel of five (5) capable arbitrators. Each party shall have the right to reject one (1) panel so submitted. The party requesting arbitration and the Borough of Wenonah representative shall each alternately strike two (2) names from the agreed panel and the remaining individual shall be the arbitrator. The fees and expenses of the arbitrator shall be borne equally by the parties.

The decision of the arbitrator as set forth shall be restricted to a determination of whether or not there has been a violation of the Agreement as alleged in the written grievance and to the appropriate remedy. The arbitrator shall have no authority in any case to add to, subtract from or alter in any way provisions of this Agreement.

Section 3

Miscellaneous

- a. In the event a grievant is represented by himself or by an attorney, the PBA shall be notified by the grievant and shall be permitted to be present at all grievance meetings if such be held. Copies of all correspondence shall be forwarded by the grievant to the PBA under such circumstances.
- b. Failure to file or appeal grievances within specified time limits shall constitute a waiver and settlement of the grievance.
- c. Failure of the Borough of Wenonah representative to give his answer within the time limits provided at any step of the grievance procedure will automatically advance the grievance to the next step of the grievance procedure, provided there shall be no waiver of the written notification requirements of Section 2, Step 4.
- d. It is understood and agreed that nothing herein contained shall prevent either the Borough of Wenonah or the PBA and/or grievant from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.
- e. Neither the Borough of Wenonah nor the PBA shall subject any employee grievant or employees appearing on behalf or in opposition to such a grievant to reprisals for participation in the grievance procedure. The grievant's papers shall not be filed in the employee's file unless all grievance papers are filed therein.
- f. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the

Employer until the results of such grievance and effects thereof have been fully determined.

- g. The decision of the arbitrator shall be binding on both parties and appeal to the Courts is waived except as to issues of procedure and enforcement of such award.
- h. The arbitrator shall not have the power to award costs of attorney fees to either party.

DEFINITIONS

1. Law Enforcement Arm of the Borough of Wenonah: refers to individually or collectively the following: Sergeant, Chief of Police, Borough Prosecutor, Chairman of the Public Safety Committee, Mayor, Councilman, Public Safety Committee, Borough Council.
2. In the Line of Duty: defined as engaged in carrying out the duties and responsibilities assigned to a police officer while either on active duty or when responding during an emergency situation while off duty.
3. Political Activity: activities related to the actions and efforts involved in influencing the political opinions and ballots of other persons. Such activities may include oral discussion (2), letter writing, telephoning, participation in public meetings, and soliciting or tendering monetary contributions.

DURATION

Section 1

This Agreement shall become effective January 1, 1986 and shall terminate on December 31, 1986. This agreement shall remain in effect during any period beyond December 31, 1986 until such time as a new agreement is signed between the parties. (NJSA:34A-21)

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

ATTEST:

BOROUGH OF MENONAH

William R. Spang
Borough Clerk

BY

J. C. Sheppard
Mayor

ATTEST:

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL #122

William R. Spang BY

[Signature]

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO