

Contract no 1260

AMENDMENT TO AGREEMENT
BETWEEN THE TOWNSHIP OF GREENWICH AND
NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 122

Prepared By:

FERG, BARRON, MUSHINSKI & GILLESPIE
Amending a former contract dated
July 2, 1990 for the contract term
January 1, 1990 through
December 31, 1991 inclusive.

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AMENDMENT TO AGREEMENT

This is an amendment to a Collective Bargaining Agreement, made and entered into on July 2, 1990, by and between the Township of Greenwich, a municipal corporate body politic in the County of Gloucester and State of New Jersey, hereinafter referred to as "employer", and the New Jersey State Policemen's Benevolent Association, Local No. 122, hereinafter referred to as "PBA", which amendment deals solely with Article VI, paragraph 10 of said Agreement.

AMENDED SECTION: Article VI, entitled "Health and Insurance Benefits", paragraph 10 is hereby amended to now read as follows:

10. All members of the bargaining unit who are under forty-five (45) years of age shall undergo a complete physical examination by a physician of the employees choice, at the expense of the Township, at least every three years, from the date of hiring of each such employee until age forty-five (45), while employed by the Township. All members of the bargaining unit who are forty-six (46) years of age or older shall undergo a complete physical examination by a physician of the employees choice, at the expense of the Township, at least once a year, after the employee has reached age 46 until termination of employment. The physical examinations for employees, as provided herein, shall be scheduled with the designated physician or physicians by the Township.

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The cost of the physical examination shall not exceed the cost imposed by the Township physician or customary and usual charge.

The parties agree that the employee, upon receiving an invoice or bill for the physical examination, shall first submit same to the Township's insurance carrier for payment. In the event that the insurance carrier refuses to pay for said voucher, or decides to pay only a portion of same, then and in that event, the Township shall continue to be responsible for all expenses incurred by the officers/employees in undergoing said physical examinations. It is the express intent of this paragraph that insurance made available through the Township will first be invoked before monies are expended; and that under no circumstances will officers be asked to pay any "out of pocket" expenses, from their own funds. Any funds not expressly paid for by insurance will be paid by the Township.

For the Employer:
Township of Greenwich

By: Raymond A. Williams, Jr.
Raymond A. Williams, Jr., Mayor

William B. Kneller
William Kneller, Councilman

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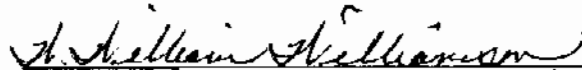
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Sheldon Parker, Councilman



Joseph Harbeson, Councilman



W. William Williamson, Councilman

For PBA Local No. 122

By: 
Brian T. Corradetti



Joseph Giordano
Vice-President PBA Local No. 122

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AGREEMENT

Township of GREENWICH

AND

New Jersey State Policemen's
Benevolent Association, Local No. 122

As of January 1, 1990
Through
December 31, 1991
inclusive

AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT made and entered into by and between the TOWNSHIP OF GREENWICH, in the County of Gloucester and State of New Jersey, hereinafter referred to as "Employer" and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 122, hereinafter referred to as "PBA", is entered into this 2nd, day of July, 1990, and is designed to promote the harmonious working relationship between the Employer and the PBA in order that more efficient and more progressive public service be rendered to the citizens of the Township of Greenwich.

WITNESSETH:

WHEREAS, as a result of collective bargaining, an Agreement intending to promote and improve the working relationship between the parties and concerning benefits, wages, hours of work, and working conditions of employment has been negotiated; NOW, THEREFORE, be it agreed as follows:

ARTICLE I

RECOGNITION OF THE UNION AND WORK POSITIONS

1. The Employer recognizes the PBA as the sole and exclusive collective bargaining agent for all employees of the bargaining unit.

2. The Township of Greenwich hereby recognizes the New Jersey State Policemen's Benevolent Association, Local No. 122, as the sole and lawful bargaining agent for the officers of the Township of Greenwich Police Department. As per the provisions of the New Jersey Employer-Employee Relations Act of 1968, the following Agreement is effective as to all employees in the bargaining unit.

3. This Agreement shall be binding upon the successors and assignees of the parties and no provision, term, or obligation herein shall be affected, modified, altered, or changed in any respect by any change in the status of management of either party.

4. The bargaining unit is comprised of: Lieutenants, Sergeants, Detectives, and Patrolmen (Classes '1 to 4 inclusive). The positions of Chief and Deputy Chief shall be deemed to be management positions, and not includable in this Agreement. Dispatchers are not part of the bargaining unit.

ARTICLE II

DESIGNATED MANAGEMENT RIGHTS

1. It is recognized that the management of the Division of Police in the Department of Public Safety, the control of properties and maintenance of order and efficiency, is solely the responsibility of the Township. Accordingly, the Township retains the rights, including but not limited, to hire, suspend, or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, decide the number and location of its facilities and stations, to determine the work to be performed within the unit, maintenance and repair, amount of supervision if necessary, machinery and equipment, methods, schedules of work, together with the selection, procurement, designing, engineering, and the control of equipment and materials, purchases, services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE III

NON-DISCRIMINATION

1. There shall be no discrimination, interference, or coercion by the Employer or any agents against the PBA or any of its members. Neither the Association or the Employer shall discriminate against any employee because of race, color, creed, age, sex or national origin.

ARTICLE IV

MAINTENANCE OF WORK OPERATIONS

1. The parties agree that there shall be no lock-outs, strikes, work stoppages, sick outs, or slow downs during the life of this Agreement. No officer or representative of the PBA shall authorize, instigate, or condone any such activity, nor shall any employee participate in any such activity. It is understood that violations of the provisions of the Article may subject any employee participating in or condoning such activity to disciplinary action by the Township. Such disciplinary action may include termination of employment, or any other appropriate form of lesser discipline.

2. The parties recognize that under New Jersey Law public employees do not have the right to strike.

3. The Employer shall not be required to discuss, negotiate, or hear or rule on any problem or grievance related to any strike or other work stoppage or slow down until such time as such prohibited acts are discontinued.

ARTICLE V

PROBATIONARY PERIOD; WAGES

1. During the first one year of employment, an employee is considered a probationary employee and the Employer may terminate his employment without challenge by either the Employee or the Union and without resort to the grievance procedure or any other hearing procedure. This provision shall not affect the eligibility for benefits.

2. A fourth class patrolman is defined as one who has been employed up to and including twelve (12) months.

3. A third class patrolman is defined as one beginning his thirteenth (13th) month of employment with the Employer up to and including the twenty-fourth (24th) month of employment.

4. A second class patrolman is defined as one beginning his twenty-fifth (25th) month of employment up to and including his thirty-sixth (36th) month of employment.

5. A first class patrolman is defined as that patrolman who has completed thirty-six (36) months of employment with the Employer or who was hired and given the rank of policeman first class at the time of his employment.

6. The salary of all patrolman, sergeants, detectives, and lieutenant shall be set forth in SCHEDULE C attached hereto, for the years 1990 and 1991.

7. Members of the bargaining unit shall receive, in addition to the base salary, a longevity compensation upon the completion of full years of service with the Greenwich Township

ARTICLE VI
HEALTH AND INSURANCE BENEFITS

1. The Employer shall continue to maintain and provide all insurance now in effect, to wit: Blue Cross with Rider J, Blue Shield U.C.R. Program, Major Medical, all of which are the family plan. In addition, the Township will pay all medical bills for injuries or illnesses sustained in the line of duty. The Employer further agrees to review the current hospitalization coverage with a view to providing more adequate coverage; however, the Township does not agree that it will do so at this time.

2. Any police officer who retires from the Greenwich Township Police Department in good standing shall be entitled to receive fully paid family plan Blue Cross and Blue Shield with Rider J and Major Medical until he becomes deceased. This is conditioned only upon the retired police officer having 25 years service with the Township and not receiving this benefit through any other source. Should the employee receive the benefit through any other source and then lose this benefit, he would then be entitled to receive this coverage through the Township of Greenwich.

3. The Township will pay for an eye examination for each employee every two years. The cost of the eye examination shall not exceed \$50.00. The Township will provide one pair of contact lenses or prescription eye glasses (lenses and frames) every two years for each employee.

4. If an officer is killed in the line of duty, his widow and children shall receive all medical and dental benefits to which he would have been entitled at the time of his death. The benefits for the widow shall continue until such time as the widow remarries. The benefits shall continue for the children until such time as they become emancipated.

5. The members of the bargaining unit shall receive the New Jersey Dental Service Plan, NJPBA-sponsored plan designated as Program I and orthodontic rider. Those members of the bargaining unit that are not married shall be enrolled as single members. Those members of the bargaining unit that are married but have no children shall be enrolled as two (2) parties, and those members of the bargaining unit that are married and have children shall be enrolled as family members. Should any member of the bargaining unit become married, have children, become divorced, the Employer must be notified immediately so that his enrollment in the dental service plan can be modified to ensure that the member is appropriately protected and at the same time the Township is not paying for unnecessary coverage. It is the intent of this Agreement that even if a member of the bargaining unit becomes a widower or divorced, that his children shall continue to be covered by the plan in effect.

6. The Township shall pay for all health insurance for the widow of an employee who has completed fifteen (15) years of employment with the Township.

7. The Township shall pay for all health insurance for the employee and his family if the employee becomes disabled after

ten (10) years of employment with the Township.

8. The Township shall pay the cost of and maintain a life insurance policy that will pay the beneficiary of the employee \$10,000.00. This policy shall remain in effect until the last day of the insurance month in which the employee leaves the job or retires.

9. The Township shall provide each employee with weekly income insurance. The Township shall be the beneficiary of the weekly income insurance as long as they are paying the employee's salary. When the employee's sick leave is used up and the Township stops paying his salary, the weekly income insurance shall be paid to that employee.

10. All members of the bargaining unit, who are under forty five (45) years of age shall undergo a complete physical examination by a physician of the employee's choice, at the expense of the Township, at least every three years, from the date of hiring of each such employee until age forty-five (45) while employed by the Township. All members of the bargaining unit who are forty-six (46) years of age or older shall undergo a complete physical examination by a physician of the employee's choice, at the expense of the Township, at least once a year, after the employee has reached age forty-six (46) until termination of the employment. The physical examinations for employees, as provided herein, shall be scheduled with the designated physician or physicians by the Township.

The cost of the physical examination shall not exceed the cost imposed by the Township physician or customary and usual charge.

ARTICLE VII

EXCUSED ABSENCES

1. All members of the PBA shall be granted special leave, with pay, because of death in the family. Such leave shall start when requested to ensure time off to attend the funeral. Time off shall be set forth below:

- a. Death of a spouse, son, or daughter 5 days leave.
- b. Death of mother, father, brother, sister or grandchild 3 days leave.
- c. Death of mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents of employees and spouse, uncle, aunt, cousin, niece or nephew of employee 1 day leave.

ARTICLE VIII

HOLIDAY AND PERSONAL LEAVE

1. All members of the bargaining unit shall be entitled to compensation for the following holidays:

- a. New Years Day
- b. Washington's Birthday
- c. Good Friday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veteran's Day
- h. General Election Day
- i. Thanksgiving Day
- j. Christmas Day
- k. Birthday of the employee
- l. Martin Luther King Day

Each member of the bargaining unit shall be entitled to compensation for a holiday at the rate of eight (8) hours straight time. The twelve above holidays shall be incorporated in the employee's annual salary commencing January 1, 1986 (8 hours x 12 = 96 hours added to annual salary).

2. In the event that a member of the Bargaining unit is required to work on any day set forth in Section I, the rate of compensation shall be computed at straight time times (x) one-half ($\frac{1}{2}$) the total number of hours worked on that day.

3. Distribution of all holiday pay shall be made within the pay period that the holiday is worked.

4. Each member of the bargaining unit shall be entitled to two (2) personal days leave during 1986 and three (3) personal days leave each year thereafter.

5. Employer shall give a personal day to each employee who goes six consecutive months with no lost time due to illness or injury. The day shall be used during the six month period immediately following the day it is given.

ARTICLE IX

VACATIONS

1. Members of the bargaining unit excluding detectives shall receive an annual vacation in accordance with their years of service with the Township as set forth in Scheduled A:

SCHEDULE A

VACATIONS

- a. After fifty (50) weeks of service:
48 hours/4 days
- b. After two (2) years of service:
84 hours/7 days
- c. After five (5) years of service:
132 hours/11 days
- d. After ten (10) years of service:
168 hours/14 days
- e. After twenty (20) years of service:
204 hours/17 days

2. The vacation schedule shall be approved by the Chief of Police or his designee so as not to interfere with the operation of the Department. The vacation of each member of this bargaining unit shall be approved in accordance with the current practice of the Department and shall consider the seniority of the member of the bargaining unit.

3. Unit members shall retain the right to submit vacation requests on a daily basis subject to the limitation that no more than one member be on vacation for each calendar day of the year. The first pick shall be prime vacation. This prime pick shall not exceed the number of days the employee is scheduled to work in

that week. In regard to all other vacation days, unit members shall also have the option to submit vacation requests in increments of one (1) day or more provided that such scheduling shall not cause the Township to incur overtime to cover the days of the vacationing employee and provided such request is made at least twenty-four (24) hours in advance. One day equals the total number of hours scheduled to work in a daily shift.

4. In the event of a return to an eight (8) hour day be patrol personnel, vacation Schedule A shall terminate and be replaced by vacation Schedule B upon commencement of the eight (8) hour day schedule.

5. Detectives shall receive an annual vacation in accordance with their years of service as set forth in Schedule B:

SCHEDULE B

- a. After fifty (50) weeks of service:
one (1) week vacation.
- b. After two (2) years of service:
Two (2) weeks of vacation.
- c. After five (5) years of service:
Three (3) weeks of vacation.
- d. After ten (10) years of service:
Four (4) weeks of vacation.
- e. After twenty (20) years of service:
Five (5) weeks of vacation.
- f. Note: One (1) week = forty (40) hours.
under this Schedule B.

ARTICLE X

SICK LEAVE

1. Any member of the Greenwich Township Police Department Bargaining Unit as of January 1, 1980, shall be entitled to the following sick leave for non-job related sickness and injury, based upon his years of service as a police officer:

- a. Six (6) months to Five (5) years:
Eight (8) months
- b. Five (5) years to Ten (10) years:
Nine (9) months
- c. Ten (10) years to Fifteen (15) years:
Ten (10) months
- d. Fifteen (15) years to Twenty (20) years:
Eleven (11) months
- e. Twenty (20) years and above:
Twelve (12) months

2. Any police officer who becomes a member of the Greenwich Township Police Department after January 1, 1980, shall receive sick leave of one and one-quarter (1 $\frac{1}{4}$) days per month of employment starting with the date of hire and shall be carried over on an unlimited basis. No sick leave shall be used by an employee while that employee is in his or her probationary period.

3. The Employer has the right to reasonably request a medical examination by a doctor of its choosing or to ask the employee for verification of his or her injury or illness through submission of a medical report or letter.

4. For all injuries or illnesses incurred in the line of duty, the member of the bargaining unit shall receive up to twelve (12) full months of sick leave with pay.

5. All time used as sick leave shall be compensated as time actually worked within the eighty-four (84) hour work period, with the exception as follows:

It is understood and agreed that employees who are absent for more than fourteen (14) consecutive days shall not accrue compensatory time for that entire absence.

6. After the first day off for illness the Chief of Police or his designee shall go to the overtime schedule and call the employee with the least amount of hours worked for overtime. If that employee turns down the overtime, the Chief will go down the list and call all available persons and, if no one wants that shift overtime, then the first person called shall be called again and he shall work the shift for overtime.

ARTICLE XI

CLOTHING MAINTENANCE

1. The Employer will pay for all new uniforms and related police equipment as needed.

2. The maintenance and cleaning of uniforms and related equipment will be fully paid by the Township as is the present policy.

3. In regard to non-uniform members of the unit, detectives shall receive a clothing allowance of \$550.00 in 1988. This annual allowance shall be increased to \$650.00 in 1989. Detectives are to receive the cost of one pair of shoes per year. The cost not to exceed the cost of shoes provided for patrol officers. Detectives shall receive annually as reimbursement for cleaning an amount equal to the average cost of uniform cleaning paid by the Township the previous year for uniformed officers. The Township shall make this reimbursement in the month of January.

ARTICLE XII

OVERTIME PAY

1. Each member of the bargaining unit, excluding detectives, shall be compensated on an eighty-four (84) hour work period. The work period shall consist of two (2) consecutive calendar weeks. Eighty (80) hours shall be paid in straight time and four (4) hours shall be taken in compensatory time. For the initial eighty-four (84) hour work period, each member shall be entitled to compensation in the form of pay or compensatory time for all time actually worked in furtherance of his police duties, as above. When the employee is required to work more than the eight-four (84) hours in any one (1) work period, he shall be entitled to pay at the rate of one and one-half (1½) times his regular hourly rate.

2. Overtime shall be required. In so far as practical, the Employer shall attempt to distribute overtime equitably. An overtime list shall be maintained by the Employer and such list shall be posted and kept current on a weekly basis.

3. Compensatory time is defined as entitlement to time off equal to the number of compensatory hours earned provided the scheduling of such compensatory time would not cause the Township to incur the payment of overtime. Compensatory time accrued within a six (6) week period, shall be taken within that six (6) week period when scheduling permits without the Township incurring overtime costs. Any member of the bargaining unit may

credit accrued compensatory time to sick leave in lieu of taking days off, not to exceed four (4) sick days a year.

4. When a member with the title of detective exceeds forty (40) hours in any one (1) calendar work week consisting of seven (7) days, he shall receive compensatory time for the first eight (8) hours in excess of forty (40) hours. When a detective exceeds forty-eight (48) hours in any such calendar week, he shall be paid one and one-half ($1\frac{1}{2}$) times his regular hourly rate for all hours exceeding forty-eight (48) hours.

5. A detective shall be paid one and one half ($1\frac{1}{2}$) times his hourly rate for all hours worked on a holiday.

6. A detective on call on Saturday and/or Sunday shall receive compensatory time of one (1) hour per day for each day of the weekend he is on call. If the detective on call is actually required to work on the Saturday and/or Sunday, he shall be entitled to the compensatory time given in this Article for the day or days he is required to work.

7. A detective temporarily assigned to patrol duty shall be paid his detective's salary. All other rights and privileges of such a detective temporarily assigned to patrol duty shall be the same as an officer within the patrol division.

ARTICLE XIII

GRIEVANCE PROCEDURE

1. The term "Grievance" as used in this Article shall mean a complaint by a member of the bargaining unit against the Employer alleging a failure to comply with any of the provisions of this Agreement and/or concerning the meaning or application of any of the terms of this Agreement or any right which that employee may have under the laws of the State of New Jersey or the United States. The following grievance procedure constitutes the sole and exclusive method for resolving grievances between the parties and shall be followed in its entirety unless any step is waived by the mutual consent of the parties:

Step one. The aggrieved employee or his representative shall institute a grievance under the provisions of this Article, in writing, within 10 days of the occurrence of the alleged grievance. A genuine and sincere effort shall be made to settle the dispute between the PBA and the Chief of Police. Failure to file the grievance within 10 days of its occurrence shall be deemed an abandonment of the grievance. The PBA representative shall meet with the Chief of Police and discuss the grievance with him, informally. The Chief shall render his written decision within five days after the discussion of the grievance with the PBA representative. Failure to render a written decision within five days shall permit the PBA to automatically move to Step 2. For purposes of computation, the 5 days mentioned herein shall not include Saturday, Sunday or holidays.

Step Two. In the event that the grievance has not been resolved at Step One, the aggrieved party shall, in writing and signed, file a grievance with the Director of Public Safety within 5 calendar days following the conclusion of Step One. The PBA representative and the Director of Public Safety shall meet and discuss the grievance. The Director of Public Safety shall render a written decision within 5 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 Three. In the event that the grievance has not been resolved at Step Two, the PBA shall, in writing and signed, file the grievance with the Township Committee. The Township Committee and the PBA shall meet to discuss the grievance within 15 days of the filing of said grievance. If the meeting does not take place within 15 days or if written decision is not forthcoming within 5 days of the meeting, then the grievance is deemed to be denied and it may progress to Step Four.

Step Four. 1. In the event that the grievance has not been resolved in any of the steps set forth above, the matter may be referred to arbitration. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party within ten calendar days following the termination of Step Three. The arbitration petition shall be filed with the American Arbitration Association and the hearing shall be conducted in accordance with the rules and regulations of that agency. The cost of the arbitrator shall be borne equally by the parties.

The decision of the arbitrator shall be final and binding upon the parties. Each party shall bear the expenses for the presentation of its case, including the pay of any witness who may testify and thus not be available for his scheduled work assignment.

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

3. The PBA representative shall have the right to be present at all steps of the grievance procedure. In the event that his presence thereat is during his scheduled working hours, he shall suffer no loss of pay.

ARTICLE XIV

REIMBURSEMENT OF MILEAGE EXPENSES

1. Any member of the bargaining unit who uses his own vehicle in the course of his duties or as transportation to any police function authorized by the Chief of Police shall be entitled to reimbursement for his mileage at the rate authorized by the Internal Revenue Service for the current fiscal year.

ARTICLE XV

DURATION

1. This Agreement shall be effective as of January 1, 1990, and remain in full force and effect until December 31, 1991. If either party wishes to renegotiate any of the provisions of this Agreement they must serve written notice upon the other party of its intent to renegotiate no later than September 1 of that year. Failure to so notify the other party shall automatically continue the terms and provisions of this Agreement for the following year.

ARTICLE XVI

MODIFICATION OF AGREEMENT

1. This document constitutes the full and complete Agreement between the parties. The parties acknowledge that they have had had the opportunity to present and discuss the proposal on any subject which is the proper subject of collective negotiation. No term or condition of the Agreement may be modified unless it is in writing and signed by both parties.

2. Except as modified by this Agreement, all rights, privileges, or benefits which were applicable to the PBA prior to the execution of this Agreement shall be maintained at not less than the existing standard in effect before this Agreement. These rights and privileges shall remain in full force and effect during the term of the Agreement.

ARTICLE XVII

SAVINGS CLAUSE

1. It is understood and agreed that if any part of this Agreement is in conflict with the law, such part shall be suspended and the remaining Agreement shall remain in full force and effect.