

RESOLUTION

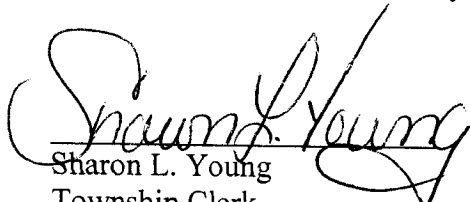
WHEREAS, The West Windsor Police Benevolent Association, Local #271 filed a grievance alleging that the Township had violated the Collective Bargaining Agreement when it refused to pay police officers additional compensation for college credits and/or degrees they have earned; and

WHEREAS, On May 13, 2004, the parties appeared before Arbitrator Barbara Zausner to present evidence at a hearing in this case. Settlement discussions after this hearing resulted in an agreement reached between the parties in resolution of this dispute.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that the Mayor and Clerk are hereby authorized and directed to execute an Agreement with the West Windsor Police Benevolent Association, Local # 271, authorizing the eligibility of officers for the Education Incentive effective July 1, 2004.

Adopted: October 18, 2004

I hereby certify that the above resolution was adopted by the West Windsor Township Council at its meeting held on the 18th day of October 2004.


Sharon L. Young
Township Clerk
West Windsor Township

Szaferman, Lakind, Blumstein,
Blader & Lehmann, P.C.
Quakerbridge Executive Center
101 Grovers Mill Road - Suite 104
Lawrenceville NJ 08648
By: Sidney H. Lehmann, Esq.
Telephone: 609/275-0400 Fax: 609/275-4511
Attorney for West Windsor PBA Local #271

IN THE MATTER OF WEST WINDSOR PBA
LOCAL #271 and THE TOWNSHIP OF
WEST WINDSOR (EDUCATIONAL
INCENTIVE COMPENSATION)

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS
COMMISSION

DOCKET NO.: AR-2004-412

SETTLEMENT AGREEMENT

This Agreement is made between the West Windsor Policemen's Benevolent Association, Local #271 (the "PBA") and the Township of West Windsor (the "Township") to settle the above-captioned arbitration filed by the PBA.

BACKGROUND

On May 13, 2004, the PBA and the Township appeared before Arbitrator Barbara Zausner for the hearing in the above-captioned arbitration. This matter concerned a grievance filed by the PBA alleging that the Township had violated the collective negotiations agreement between it and the PBA when it refused to pay Officer Frank Bal, and at least thirteen (13) other police officers, additional compensation for college credits and/or degrees they have earned. The provisions of the contract alleged to be violated included, but were not limited to, Article XII, Education Incentive, which the PBA alleged provides additional compensation to be paid to all police officer who have earned specified college credits and/or degrees, regardless of date of hire.

The parties presented evidence and argument to the Arbitrator, but also entered into

discussions in an effort to resolve the dispute. Those settlement discussions have continued since the close of the arbitration hearing, and the parties have now reached an agreement on the resolution of this dispute. The parties enter into this Settlement Agreement to memorialize the terms of that settlement, and to resolve not only the above-captioned grievance/arbitration, but also how Article XII will be implemented in the future.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and in reliance on this Agreement, the PBA and the Township agree as follows:

1. This Agreement does not constitute, nor shall it be construed as an admission that the Township has violated the collective negotiations agreement, or that any of the parties had in any way acted improperly with respect to the other parties, or with respect to any third party. This Settlement Agreement is entered into only for the purpose of resolving this arbitration and reaching agreement on the method for administering college incentive compensation for the future.

2. Effective July 1, 2004, all police officers employed by the Township of West Windsor shall be eligible for the additional compensation provided for in Article XII, Education Incentive, paragraphs A through E, without regard to their date of hire, provided that they have earned the college credits and/or degrees provided for in that Article. Any distinction between officers hired prior to 1990 and those hired after, or any other date that may have been utilized in the past, shall no longer apply, and all officers within the Department shall be eligible for the benefits of this Article on an equal basis. The Township shall continue to provide the benefits set forth in paragraph F of Article XII, as it has been administered in the past, and the benefits of that paragraph of the Article shall continue to be available to all officers employed by the Township regardless of date of hire.

3. The Township shall not be liable for any back pay for any alleged failure to have paid

the educational incentive prior to July 1, 2004. This specifically includes any back pay which may have been alleged to be owed to Officer Frank Bal, or the other thirteen (13) police officers whose names were submitted as an exhibit in the arbitration hearing. Both parties also waive any claim to attorney's fees, or any other damages arising from matters which were raised or could have been raised in this grievance.

4. Attached to this Settlement Agreement as an exhibit is a list of the fourteen (14) police officers whose names were submitted as the officers who the PBA alleged were entitled to educational incentives under Article XII, but had not received them. Effective July 1, 2004, and thereafter these fourteen (14) officers shall begin to be paid education incentive compensation consistent with the schedule set forth in Article XII, paragraphs A through E. The Township retains the right to require appropriate proof of college credits and degrees earned from these officers.

5. In addition to the fourteen (14) officers whose names appear in the attached exhibit, any other officer who has earned or shall earn college credits and/or degrees, as provided in Article XII, paragraphs A through E, shall receive the appropriate college incentive compensation prospectively from the date that they provide notice and satisfactory proof of the college credits/degrees earned to the Township.

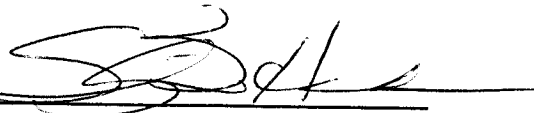
6. In consideration of this Settlement Agreement, the PBA, as well as Officer Frank Bal, separately and jointly agree that this arbitration, PERC Docket #AR-2004-412, has been settled and is withdrawn with prejudice; except as may be necessary to enforce the terms of this Agreement.

7. The PBA and the Township agree that any charges billed by Arbitrator Barbara Zausner and/or PERC in connection with this arbitration shall be shared equally. It is agreed that the Arbitrator will not issue an Opinion and Award in this matter.

8. The individual or individuals signing this Agreement on behalf of the PBA, and on behalf of the Township of West Windsor respectively, represent and warrant that he/she is authorized by the PBA and the Township, including the West Windsor Police Department, to enter into this Agreement and to bind the PBA, the individual officers involved, and the Township to the terms set forth in this Agreement.


WHEREFORE, the parties intending to be legally bound hereby affix their signatures on the date and year written below.

Township of West Windsor

By: 

Dated: 10/18/04

West Windsor Township PBA
Local #271

By: 
Carey Zacheis, President

Dated: 10/27/04

EXHIBIT A

200509.1

EDUCATION INCENTIVE

	<u>Name</u>	<u>Level of Education</u>
1.	Frank Bal	Masters Degree
2.	Mary Louise Dranchak	Associate Degree
3.	Lee Evans	Associate Degree
4.	Roy Hernesh	Bachelor of Science
5.	David Jelinski	Bachelor of Science
6.	Jeffrey Lai	Bachelor of Science
7.	Francesco Latorre	Bachelor of Science
8.	Mark Lee	90 Credits
9.	Anthony Magistro	Bachelor of Science
10.	Danny Mohr	Bachelor of Science
11.	Douglas Montgomery	90 Credits
12.	Thomas Moody	Bachelor of Science
13.	Melissa Nagy-Seija	Bachelor of Science
14.	Stephen Skweirawski	60 Credits