

2-0452

11-13

1988 Contract #22

FILE COPY

*Patrolmen & Sergeants
1988-1989*

AGREEMENT BETWEEN

TOWNSHIP OF WEST WINDSOR

AND

WEST WINDSOR P.B.A. #271

A/K/A

NEW JERSEY STATE POLICEMEN'S

BENEVOLENT ASSOCIATION LOCAL #271

WEST WINDSOR

* January 1, 1988 - December 31, 1989

TABLE OF CONTENTS

		<u>Page</u>
	Preamble	1
Article I	Recognition	2
Article II	Management Rights	3
Article III	Wages	4
Article IV	Extra Work	5
Article V	Vacations	6-7
Article VI	Holidays	8
Article VII	Insurance	9-10
Article VIII	Overtime	11
Article IX	Call Back Time	12
Article X	Uniforms	13
Article XI	In-Service Training	14
Article XII	College Incentive	14
Article XIII	Longevity	15
Article XIV	No-Strike Pledge	16
Article XV	Sick Leave	17-18
Article XVI	Out-of-Class Assignments	19
Article XVII	Bereavement Leave	20
Article XVIII	Personal Days	21
Article XIX	Association Rights	22
Article XX	Grievance Procedure	23-25
Article XXI	Employee Rights	26
Article XXII	Hours of Employment	27
Article XXIII	Severability and Savings Clause	28
Article XXIV	Fully Bargained Provisions	29
Article XXV	Duration of Agreement	30

PREAMBLE

This agreement entered into this ____ day of March, 1988, by and between the TOWNSHIP OF WEST WINDSOR, in the County of Mercer, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township"), and the WEST WINDSOR PBA #271 a/k/a NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #271, WEST WINDSOR (hereinafter called the "Association"), represents the complete and final understanding on all bargained issues between the Township and the Association.

ARTICLE I
RECOGNITION

The Township hereby recognizes the Association as the exclusive collective negotiations agent for all Patrolmen and Sergeants (hereinafter called the "employee(s)") employed in the Police Department of the Township.

ARTICLE II

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement 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, the following rights:
1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees within the Police Department;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the provisions of this Agreement and only to the extent such provisions hereof are in conformance with the Constitution and Laws of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township its powers, rights, authority, duties and responsibilities under R.S. 40 and 40A or any other federal, state, county laws or local ordinances.

ARTICLE III

WAGES

A. The annual salaries of the employees shall be as follows:

	<u>1988</u>	<u>1989</u>
Patrolmen		
Entry Level	\$23,471	\$24,879
Completion of Academy or six (6) months, whichever is sooner	\$25,457	\$26,984
Beginning Second Year	\$27,576	\$29,231
Beginning Third Year	\$29,893	\$31,687
Beginning Fourth Year	\$32,408	\$34,352
Beginning Fifth Year	\$35,123	\$37,230
Sergeant first year	\$38,168	\$40,458
Beginning Second Year		\$40,958

B. It is understood that the Township agrees to pay all employees of the bargaining unit on Thursdays unless there are unforeseen circumstances which delay the processing of checks. In which case payment will be made as soon as possible after the Thursday schedule.

C. Employees shall be paid on a biweekly pay schedule.

D. Salaries shall be computed on a calendar year basis from January 1 through December 31. Payment of salary will be based on dividing the annual salary by the number of work days in the calendar year. Each employee shall be paid for the following number of work days per year as specified below:

1987	261 work days
1988	261 work days
1989	261 work days

ARTICLE IV

EXTRA WORK

- A. Extra work, for purposes of this Article, shall be defined as services in the nature of special or private Police duty provided by employees in their off-duty hours to individuals, groups, clubs, institutions and others who make payment for such services, and which services the Township is not expected or obligated to provide as a normal police function (e.g., traffic duty, security at private parties or events, club or school dances, football games, etc.).
- B. Employees may engage in off-duty special police work as defined above. Such work assignments except Princeton University football games shall be made by the Chief of Police with preference given according to seniority of employees who are off duty according to their regular schedule at the time such services are to be provided and subject to such regulations as may now or thereafter be promulgated by the Township.
- C. All requests by prospective employers shall be submitted through the Police Department.
- D. No employee shall be required or compelled to work extra work.
- E. The base rate for such extra work assignments except Princeton University shall be \$20.00 per hour with a four (4) hour minimum and all hours worked over eight (8) consecutive hours shall be paid at \$30.00 per hour. Services provided for Princeton University functions, other than reunions, shall be compensated at the rate of one and a half times (1-1/2) the employee's regular hourly rate.
- F. Extra duty assignments which require the use of the individual officer's personal vehicle shall increase the rate of pay by \$1.00 per hour to a total of \$21.00 per hour and \$31.50 per hour for all hours worked after eight (8) consecutive hours.
- G. All payments provided in "E" and "F" above shall be made to the Township.
- H. The Township will pay employees performing extra work as defined in section "A" above by separate check on the pay day covering the second pay period after said work was performed.

ARTICLE V

VACATIONS

Each employee on the force prior to April 1, 1981, shall be entitled to vacation time based on schedule "A" and/or schedule "B," whichever shall provide the greater allowance. Employees hired after April 1, 1981, shall be entitled to vacation time in accordance with schedule "B."

SCHEDULE "A"

Upon completion of six months, but less than one year, and if initially employed as a regular member of the Department on or before July 1	7 working days in each current calendar year
Upon completion of one year until the fifth anniversary of service	14 working days in each current calendar year
Upon reaching the fifth anniversary of service, vacation shall be	15 working days in each current calendar year
Upon reaching the sixth anniversary of service, vacation shall be	16 working days in each current calendar year
Upon reaching the seventh anniversary of service, vacations shall be	17 working days in each current calendar year
Upon reaching the eighth anniversary of service, vacation shall be	21 working days in each current calendar year

SCHEDULE "B"

During the first year of service	1/2 day per month in the current calendar year
Upon completion of one year until the fifth anniversary of service	14 working days in each current calendar year
Upon reaching the fifth anniversary of service	15 working days in the current calendar year

Upon reaching the sixth anniversary of service	16 working days in the current calendar year
Upon reaching the seventh anniversary of service	17 working days in the current calendar year
Upon reaching the eighth anniversary of service	18 working days in the current calendar year
Upon reaching the ninth anniversary of service	19 working days in the current calendar year
Upon reaching the tenth anniversary of service	22 working days in the current calendar year
Upon reaching the eleventh anniversary of service	23 working days in the current calendar year
Upon reaching the twelfth anniversary of service	24 working days in the current calendar year
Upon reaching the thirteenth anniversary of service	25 working days in the current calendar year
Upon reaching the fourteenth anniversary of service	26 working days in the current calendar year
Upon reaching the fifteenth anniversary of service	27 working days in the current calendar year
Upon reaching the sixteenth anniversary of service	28 working days in each current calendar year
Upon reaching the seventeenth anniversary of service	29 working days in each current calendar year
Upon reaching the eighteenth anniversary of service	30 working days in each current calendar year
Upon reaching the nineteenth anniversary of service	31 working days in each current calendar year
After the twentieth anniversary of service and thereafter	32 working days in each current calendar year

Example: Employee began service October 25, 1982. On October 25, 1987, the employee will reach his fifth anniversary of service and therefore will be entitled to 15 working days of vacation during the calendar year of 1987. He may take his total vacation before the actual anniversary date.

Vacation periods may be selected by the employees in accordance with their rank and seniority within squads, but shall be scheduled only with the approval of the Chief of Police so as not to interfere with departmental operations. Current calendar year is the year in which the anniversary mark is reached.

ARTICLE VI

HOLIDAYS

- A. The Township hereby agrees to grant thirteen (13) holidays per annum to each employee in the Police Department.
- B. It is recognized by the parties hereto that, by reason of the nature of the business of the Police Department, employees of the department are not able to be excused from working on holidays as are normally enjoyed by other Township employees. Therefore, in lieu of having specific holidays as days off, the employees agree to take off thirteen (13) substitute days or that amount of days subject to the election of each employee, as set forth in subsection "D" below. All holiday days shall be scheduled by the Chief of Police so as not to interfere with departmental operations, and such days shall be scheduled with preference given to employees according to rank, then seniority, within squads.
- C. The holiday year shall be the twelve (12) month period commencing January 1 and ending December 31, and all holiday days shall be scheduled within the calendar year in which they occur.
- D. It is understood that the employees of the Police Department shall have the option of working the above "holiday days" and be paid straight time for the same in addition to regular compensation.

The employees of the Police Department shall by December 15 of the prior year notify the Chief of Police whether they will work any of the first seven (7) "holiday days" for the upcoming calendar year, and by February 15 of the year whether they will work any of the last six (6) "holiday days." The employees shall be paid for the additional days worked in two installments, one to be paid in the first paycheck of June, and the second to be paid in the first paycheck of December. The daily rate is to be determined by dividing the employee's annual salary by 260.

- E. Other Days Off: In the event that the Township unilaterally grants more than thirteen Holidays as indicated under Section "A" of this Article or grants other day(s) off for any reason to any group of other Township employees, employees shall be granted such additional day(s) off to be scheduled at another time so as not to interfere with the operations of the department. For these purposes, a day shall be a six (6) or more hour period which municipal employees are given off.

ARTICLE VII

INSURANCE

A. The following coverage for each employee, spouse and children will be provided at the cost of the Township:

1.(a) Comprehensive Blue Cross, Blue Shield and Rider "J" insurance and Prevailing Fee Blue Shield Program as currently provided by Blue Cross and/or Blue Shield of New Jersey.

(b) The employee has the option of joining a Medi-Group Health Maintenance Plan instead of choosing the coverage set forth in paragraph A.1(a). Any additional cost of a Health Maintenance Plan which is more than the amount the Township pays for the health insurance in section 1. (a) shall be paid by the employee.

2. Major Medical Insurance Plan (\$1,000,000.00) as currently provided by Blue Cross and Blue Shield of New Jersey Major Medical Program.

3. Dental Plan: As currently provided by Blue Shield of New Jersey and includes the following:

Reasonable and customary, 0 deductible, \$1,000 annual maximum per person and additional \$500 Orthodontist maximum, children to age 23, 100% dependent participation:

Preventive Diagnostic	100%
Treatment Therapy	100%
Periodontics	70/30%
Prosthodontics	50/50%
Orthodontics	50/50%
Inlays & Crowns	70/30%
Oral Surgery	70/30%

4. Prescription Drug Plan: The Township, through an insurance carrier, shall provide a prescription program for each employee, spouse and dependent child or children to age 23 whereby the employee pays a fixed co-payment of \$2.00 for each prescription (including contraceptives) or each prescription refill dispensed by a Pharmacy. The costs of such program shall be entirely paid by the Township. Such prescription program shall be equal to or better than the The Blue Cross of New Jersey Prescription Program (four (4) pages, attached to this Agreement).

ARTICLE VII (contd.)

4. (Contd.)

If an employee who is covered under A.1.(b) of this Article is determined not to be eligible by the insurance carrier for the above described plan, then he shall be covered for the prescription plan. The cost of this prescription plan shall be entirely paid by the Township, except that the employee shall pay the co-payment of \$2.00 for each prescription.

5. Effective January 1, 1989, the Township will reimburse each employee for eye examinations and/or corrective lenses purchased for him/herself and his/her immediate family. Such reimbursements shall be made up to an amount of one hundred and fifty dollars (\$150.00) for the entire family, including the employee.

6. In addition to existing life insurance available through the State of New Jersey and all other existing plans, the Township shall continue to provide life insurance as currently provided by its carrier.

7. The Township shall timely notify the President of the Association if a current insurance carrier is to be replaced by a new carrier. A new carrier must provide coverage that is equal to or better than coverage that was provided by the replaced carrier. The Township shall be liable for lost benefits to any employee if a change or cancellation of health insurance coverage results in a reduction of benefits.

B. The Township will continue coverage of comprehensive Blue Cross, Blue Shield, Rider "J" and Major Medical Insurance as currently provided in paragraph A.1 and A.2 of this Article for the employee and his/her spouse commencing upon the date of full retirement of the employee.

(Retirement is defined as an employee who has retired on full pension and/or regular disability and/or accidental disability as defined by the Police and Firemen retirement system.

ARTICLE VIII

OVERTIME

- A. The normal working week shall consist of the present total of an average of forty (40) hours per week in a four (4) week cycle throughout the year.
- B. 1. An employee who is authorized, directed or required to work longer than his regular tour of duty and receives approval for such overtime, shall be paid at the rate of time and one half his normal pay. In construing such overtime, payments shall be made on the following basis:
- (a) Up to the first 16 minutes - no pay
 - (b) 16 through 30 minutes - 30 minutes pay
 - (c) 31 through 60 minutes - 1 hour pay
 - (d) Thereafter, overtime shall be paid in 30 minute segments for all or a portion of such 30 minutes for all such time worked beyond the regular tour of duty.
2. The hourly rate is to be determined by dividing the employee's annual base salary by 2080.
3. At the request of the employee and with the approval of the Chief of Police, employees may be granted compensatory time off, on an hour-for-hour basis, in lieu of paid compensation for authorized overtime hours worked.
4. It is further understood, however, that all police officers will schedule return dates and court appearances, insofar as possible, during those hours and times when they are scheduled to be on duty.
5. The Township reserves the right to deny compensation to employees who absent themselves from all or part of a shift without approval.

ARTICLE IX

CALL-BACK TIME

- A. Call-back time shall be defined as unscheduled time worked after an employee has been released from his regular shift and does not tie into a succeeding shift, including court time, except for regularly scheduled West Windsor Municipal Court. Any employee required to work after being called back will be assured a minimum of four (4) hours pay and will be compensated in accordance with the provisions of Article VIII of this Agreement.

- B. Call-back time will not be paid to an employee who switched shifts with another employee and the time called back was at a time when the employee would have been working had he not switched shifts.

ARTICLE X

UNIFORMS

- A. Each employee shall be furnished the standard police uniform as needed, including badge, gun, ammunition and shoes.
- B. The Township shall provide for dry cleaning of all Township issued uniforms. This service shall include maintenance of the uniform in good repair.
- C. The Chief shall determine whether or not the uniform is in need of repair or replacement.
- D. The Township shall pay each employee who uses plain clothes up to \$450.00 for initial issue on appointment to the position wherein he uses plain clothes and shall pay him up to \$450.00 for the purchase of plain clothes annually each calendar year thereafter; it being understood that the first such \$450.00 clothing allowance shall be prorated for the period from the date of appointment to the end of the first year of such service to allow thereafter a regular annual payment on a calendar-year basis. The employee shall submit signed receipts to the Chief for approval of all purchases. The Township shall provide for dry cleaning and maintenance of all plain clothes used by employees covered under this paragraph.

ARTICLE XI

IN-SERVICE TRAINING

The cost of all Police training courses, seminars and conferences authorized by the Chief of Police shall be borne by the Township.

ARTICLE XII

COLLEGE INCENTIVE PAYMENTS

In addition to other compensation provided for in this agreement, officers who have earned college credits leading to a degree shall receive additional compensation in accordance with the schedule below:

- A. Officers who have earned an Associate Degree or at least sixty (60) credits in a Bachelor of Science or Bachelor of Arts program shall receive additional compensation in the sum of \$500.00 per year for each calendar year commencing after completion of at least two (2) years of service.
- B. Officers who have earned a Bachelor of Arts Degree or a Bachelor of Science Degree shall receive as additional compensation the sum of \$1,000.00 for each calendar year commencing after completion of four (4) years of service.
- C. Beginning on January 1, 1989, the Township agrees to pay \$1,500 as a lump sum, one-time payment to the employee who has been awarded a master's degree in an accepted course of study as defined in Paragraph "D" below.
- D. The degrees as set forth in Paragraph "A," "B" and "C" above must be in Police Science, Police Administration, Criminal Justice, Psychology, Sociology, Accounting, Business Administration, Government, Political Science, English and Public Administration.
- E. College-incentive payments will be prorated over the calendar year and be paid biweekly.

ARTICLE XIII

LONGEVITY

For the first year of the contract the Township agrees to provide each full-time permanent employee with a longevity payment as set forth below:

Upon completion of five or more years of continuous and uninterrupted service but less than ten years of continuous and uninterrupted service \$300.00

Upon completion of ten or more years of continuous and uninterrupted service but less than fifteen years of continuous and uninterrupted service \$550.00

Upon completion of fifteen or more years of continuous and uninterrupted service but less than twenty years of continuous and uninterrupted service. \$800.00

Upon completion of twenty years or more of continuous and uninterrupted service \$1,050.00

For the Second year of the contract beginning January 1, 1989, the Township agrees to provide each full-time permanent employee with a longevity payment as set forth below:

Beginning the sixth (6th) year until the end of the tenth (10th) year. \$400.00

Beginning the eleventh (11th) year until the end of the fourteenth (14th) year \$800.00

Beginning the fifteenth (15th) year until the end of the nineteenth (19th) year. \$1,100.00

Beginning the twentieth (20th) year and beyond . \$1,500.00

Longevity payments will be prorated over the calendar year and be paid biweekly for continuous and uninterrupted service after an employee reaches his anniversary date.

ARTICLE XIV

NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee 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), slowdown, walkout or other job action against the Township. Job action will be defined as job action taken by on-duty personnel only. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participating in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action subject to the rules and regulations promulgated by the Township Committee.
- C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, slowdown, walkout or other job action against the Township.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XV

SICK LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.
3. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the Township's physician. Such payments shall be for up to one (1) year for each cause or until the employee is placed on pension disability or full pension, whichever is sooner, and reduced by any payment received from Workmen's Compensation.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of fifteen (15) working days per calendar year and he shall not accumulate more than thirty (30) days leave in any one year.
2. Each employee shall be entitled to one (1) year of sick leave with full pay for each nonwork connected major illness or injury, which illness or injury shall be certified as such by the West Windsor Township Physician. Such illness or injury shall be considered major if it extends beyond twenty (20) work days. These 20 days shall be applied against the accumulated sick leave in section B.1. then the employee will be entitled to the one (1) year sick leave per cause.

If the employee does not have enough accumulated sick days to cover the 20 work days for a major illness or injury, or if he does not have enough sick days to cover other illnesses or injuries, he may use vacation, holidays, personal days and/or forty-hour days or he may borrow from next year's vacation.

ARTICLE XV - SICK LEAVE (contd.)

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Department shall be notified prior to the employee's starting time.
 - (a) Failure to so notify his Department may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - (b) Absence without notice for five (5) consecutive days shall constitute a resignation. The Township may consider extenuating circumstances, and in appropriate circumstances, waive this section (b).

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days may be required by the Township to submit acceptable medical evidence substantiating the illness. Such medical certification shall be at the cost of the Township or, at the Township's option, by its Township Physician. The Township may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and whether his return will jeopardize the health of other employees.

E. Establishment of a Sick Leave Policy Sub-Committee

The Township agrees to continue to meet with representatives of the P.B.A. to discuss the merits of establishing a long-term sick leave policy addressing the issues of terminal leave and/or compensaion for unused sick time. Should the two sides produce in writing a program accepted by both, it shall be attached to and become part of this agreement.

ARTICLE XVI

OUT-OF-CLASS ASSIGNMENTS

In the event that a patrolman is required to assume the responsibilities and/or perform the duties of a sergeant due to resignation, termination, or extended leave of a sergeant, for a period of 28 calendar days or more, said patrolman shall be compensated at sergeant's rate of pay beginning with the twenty-ninth (29th) calendar day of assumption of said duties.

This provision shall not apply to out-of-class assignments due to a sergeant's vacation, holiday time or school assignment.

ARTICLE XVII

BEREAVEMENT LEAVE

- A. In the event of the death of a parent, grandparent, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law of an employee, said employee will be granted bereavement leave from the day of death through the second day after burial, not to exceed a total of five (5) days.
- B. Any employee whose spouse or child dies is to be given an additional ten (10) consecutive days off before he must report back to duty, which time shall not be deducted from any other days off that he is entitled to.
- C. In the event of a death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, spouse's niece or nephew, spouse's aunt, uncle, or grandparent, the employee will be granted leave for the day of the funeral.
- D. In the event of the death of a relative or in-law identified in paragraph "C" who resides outside of the State of New Jersey, and if an employee can show that additional time is needed, he shall be granted up to two (2) additional days leave subject to the approval of the Chief of Police.
- E. In the event that an employee is killed in the line of duty or dies from injuries sustained while discharging his duties, the Township shall pay without delay the sum of \$5,000.00 toward funeral expenses to the employee's surviving family regardless of the amounts paid for such expenses from other sources.

ARTICLE XVIII

PERSONAL DAYS

The Township shall provide each employee two (2) days per calendar year for their personal use which must be approved in advance by the Chief of Police.

One day as provided by paragraph one (1) is earned during each six-month period of the calendar year.

If the termination of an employee's employment occurs prior to July 1 and he has already taken two (2) personal days, one day shall be paid back to the Township, and if the employee has not taken any days, then he will be entitled to be paid for one day. If termination occurs after July 1, then the employee is entitled to be paid for the days not used in paragraph one (1) of this Article. The daily rate is to be determined by dividing the employee's annual salary by 260.

At the request of the employee and with the approval of the Chief, personal days may be accrued and reserved for use in the year following that in which they are earned and shall not exceed four (4) days.

ARTICLE XIX

ASSOCIATION RIGHTS

A. Association Security

The Township agrees to deduct Association dues from each employee who is a member of the Association by automatic payroll deduction in such amount as determined by the Association and certified to the Township by the Treasurer and/or President of the Association.

B. Association Business

1. The Association President shall be allowed time off during his shift, as is actually necessary, to conduct Association business involving the Township, Association, or Police Department without loss of any pay, benefit or time. Such time off shall be with the agreement of the Chief or his delegate for that day. However, such time off shall not be unreasonably withheld by the Chief or his delegate. If such business is to be conducted with on-duty personnel, they must first receive the approval of their superior.
2. An employee and his Association representative may consult during working hours to process a grievable matter, but they must first obtain permission from their respective supervisor to leave their post. Such permission shall not be unreasonably withheld.
3. Employees who are members of the negotiations committee shall be allowed to attend meetings for negotiations if said meetings are scheduled when the Association representatives are on duty without loss of pay or time off. Only two on-duty employees shall attend any meeting.
4. The Township agrees to grant the necessary days off without loss of pay or time off to that employee who is the Association's President or delegate or designee of the delegate to the New Jersey State Policemen's Benevolent Association in order to enable said State delegate, or his designee, or President to attend all regularly scheduled meetings of said organization. Such leave need not be granted by the Township if it will require the Township to pay a premium rate in order to maintain an adequate level of patrol.
5. The Township agrees to grant the necessary days off without loss of pay or time off to the Association's delegate and two (2) convention delegates to attend any State or National convention of the New Jersey State Policemen's Benevolent Association.

ARTICLE XX

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition:

The term "grievance" as used herein means any controversy arising over the interpretation, application, or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment and may be raised by an employee(s), the Association or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, except for other procedures established by statute or regulation, and shall be followed in its entirety unless any step is waived by mutual consent.

The Association shall have the right to process a grievance at any step with or without the consent of the aggrieved employee. Such intervention shall be according to the provisions of this Article. Every employee must immediately notify the President of the Association or an Association representative appointed by the President if a controversy appears to be a grievance before any action is taken by the employee. A representative of the Association shall be present at any meeting held with regard to a grievance unless an employee has written authorization from the Association to meet without an Association representative present.

A grievance initiated by the Township of West Windsor shall be filed directly with the Association within ten (10) calendar days after the event giving rise to the grievance has occurred, exclusive of Saturdays and Sundays. A meeting shall be held within ten (10) calendar days after the filing of the grievance, exclusive of Saturdays and Sundays, between the representative of the Township and the Association, in an earnest effort to adjust the differences between the parties. If the Township fails to act within ten (10) calendar days, this shall be deemed an abandonment of the grievance. If the parties do not resolve the grievance, then either party can submit the grievance to arbitration under Step Four of this Article within ten (10) calendar days after the last meeting was held to resolve the grievance, exclusive of Saturdays and Sundays.

ARTICLE XX - GRIEVANCE PROCEDURE (contd.)

1. STEP ONE - an aggrieved party shall institute action by notifying the Chief in writing within ten (10) working days of the occurrence of the grievance or within (10) working days of the actual or implied knowledge of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure of the aggrieved party to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.
 2. The Chief of the Department, or his designee, shall respond to the grievance within ten (10) calendar days after the receipt of such grievance.
 3. In the event of the failure of the Chief of Police to act in accordance with the provisions of paragraph "2" or, in the event an answer by him in accordance with provisions thereof is deemed unsatisfactory by the aggrieved party, then within ten (10) calendar days of receipt of notification of an answer or when a notification should have been received, said aggrieved party may appeal to the Police Commissioner (or his representative)(Step 2). Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.
1. STEP TWO - In the event the grievance is not settled at Step One, the same shall be reduced to writing by the aggrieved party and filed with the Police Commissioner (or his representative).
 2. Within ten (10) calendar days from the receipt of the grievance (unless a different period is mutually agreed upon) the Police Commissioner shall, in writing, advise the aggrieved party and his representative, if there is one of his answer.
 3. In the event of the failure of the Police Commissioner to act in accordance with the provisions of paragraph 2 or in the event an answer by him in accordance with provisions thereof is deemed unsatisfactory, the aggrieved party within ten (10) calendar days of the receipt of the answer or from when such answer should have been received may appeal to the Township Committee (Step 3). Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

ARTICLE XX - GRIEVANCE PROCEDURE (contd.)

1. STEP THREE - If the grievance is not settled at Step Two (2), the aggrieved party may submit the matter to the Township Committee. He shall in his submission advise the Township Committee whether he requests a full hearing before said Committee or not. Where the aggrieved party requests in writing a hearing before the Township Committee, a hearing on the original nature of the grievance shall be held.

If the aggrieved party, in his appeal to the Township Committee, does not request a hearing, the Township Committee may consider the appeal on the written record submitted to it. The Committee may request the submission of additional written material. Where additional written materials are requested by the Township Committee, copies thereof shall be served upon the aggrieved party who shall have the right to reply thereto. If a hearing is conducted, a stenographic record of the same shall be made. The Township Committee agrees to pay the attendance fee of the Stenographer. The cost of the transcript shall be borne by the party ordering same.

2. The Township Committee shall review the matter and give an answer in writing within twenty-one (21) calendar days from the receipt of the grievance. This time period may be extended by mutual agreement of the parties concerned.
3. In the event of the failure of the Township Committee to act in accordance with the provisions of paragraph 2, or in the event an answer by it in accordance with provisions thereof is deemed unsatisfactory, the aggrieved party within ten (10) calendar days of the receipt of the answer or from when such answer should have been received, may appeal to an arbitrator for a determination of the grievance. Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

1. STEP FOUR: ARBITRATION - If such grievance is not settled at step three (3) or section "C" third paragraph, any party may request the New Jersey Public Employment Relations Commission to have an arbitrator appointed in accordance with their rules.
2. The decision of the arbitrator shall be final and binding on all parties.
3. The costs for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XXI

EMPLOYEE RIGHTS

1. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
2. In the presentation of a grievance, the employee shall have the right to present his own grievance or hire counsel to represent him or, at the request of the employee, an Association representative or counsel hired by the Association shall represent the employee. This does not deny or restrict the right of the Association to concurrently process the grievance if the employee represents himself or he hires counsel to represent him.
3. There will be no loss in pay if a grievance hearing is scheduled while the employee, Association representative and/or witnesses are on duty.
4. Nothing in this Agreement or in Article XX shall be construed to limit or negate the right of the aggrieved party to pursue his appellate remedies from an adverse determination.

ARTICLE XXII

HOURS OF EMPLOYMENT

The normal working week shall consist of an average of forty (40) hours per week in a twenty-eight (28) day cycle throughout the year. If the employee is entitled to 40-hour days, he has the option of taking the 40-hour day during the 28-day cycle or accumulating such days and taking them off during the calendar year in which the days were earned. Scheduling of 40-hour days must be with the Chief's approval and preference given to rank, then seniority.

ARTICLE XXIII

SEVERABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, other provisions or applications shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all fully bargained issues which were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any issue which was the subject of negotiations.

The parties will only be required to negotiate the Township's proposals of new rules or modification of existing rules, which are not specifically expressed in this Agreement, pertaining to negotiable working conditions. The Township further agrees to establish these rules only as a result of a final settlement with the Association or an arbitrator's decision. Any settlement of negotiations shall be reduced to writing and incorporated in this Agreement.

All negotiable benefits, terms and conditions of employment presently enjoyed by the employees hereunder that have not been included in this Agreement shall be continued in full force and effect.

Any controlling statute or regulation setting terms and conditions of employment is by reference incorporated in this Agreement.

Nothing contained in this Agreement shall deny to either party or restrict either party's rights under Article XX or rights, powers, authority, duties and responsibilities under N.J.S.A. 34:13A-1 et seq.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall take effect from January 1, 1988, and shall remain in full force and effect through December 31, 1989.

This Agreement shall be binding upon the parties thereto and their successors.

Any term, benefit or condition of employment contained in this Agreement, if applicable, shall be retroactive to January 1, 1988.

A copy of this Agreement shall be made by the Township for each employee.

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL #271
WEST WINDSOR, NEW JERSEY

TOWNSHIP OF WEST WINDSOR
MERCER COUNTY
NEW JERSEY

BY: Ralph Carnevale
Ralph Carnevale
President

BY: Michael J. Mastro
Michael J. Mastro
Mayor

ATTEST: Ken Hawthorne
Ken Hawthorne
Negotiator

ATTEST: Barbara Evans
Barbara Evans
Clerk

ATTEST: Donald Edwards
Donald Edwards
Negotiator