

2380

COLLECTIVE BARGAINING AGREEMENT  
JULY 1, 1995 - JUNE 30, 1998

BETWEEN

TOWNSHIP OF WINFIELD  
and

WINFIELD POLICEMENS' BENEVOLENT ASSOCIATION  
LOCAL # 360

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**PREAMBLE**

This AGREEMENT entered this            day of between the Township of Winfield (hereinafter referred to as "Township") and the Winfield Police Benevolent Association (hereinafter referred to as the "PBA") is the agreement between the parties for the term indicated.

The Township maintains a police department for the protection and security of its residents. This agreement will establish the terms and conditions of employment for all members of the department listed in the recognition clause.

In consideration of the mutual undertakings set forth in this agreement, it is agreed as follows:

**I. RECOGNITION**

The Township recognizes the PBA as the exclusive representative for all officers with the rank of patrolman and corporal but excluding the sergeants and the Chief of Police.

**II. TERM OF AGREEMENT**

This agreement shall be for a period of three (3) years beginning July 1, 1995 and continuing until June 30, 1998 and until a new agreement is negotiated.

**III. SALARIES**

The following salaries shall be in effect for the grades and time periods listed:

	7/1/95	7/1/96	7/1/97
New Patrolman until Graduation	\$18,134.00	\$19,041.00	\$19,993.00
1st Year	21,259.00	22,322.00	23,438.00
2nd Year	28,763.00	30,201.00	31,711.00
3rd Year	32,055.00	33,658.00	35,341.00
4th Year and Over	35,344.00	37,111.00	38,967.00
Corporal Increment (to anyone so appointed):	\$1000.00		

#### IV. WORKSCHEDULES AND OVERTIME

1. The normal hours of work for all officers shall consist of shift work, eight hours per day and forty hours per week.

2. Each Officer who is assigned by the Chief of Police, or his designee, to work prior to or subsequent to the normal work hours shall be compensated on the basis of one and one-half times the additional hours worked. Such compensation shall be made in the form of the following at the option of the officer:

a. Compensatory time off shall be taken before the end of the contract year except if it is denied because of the workload in which case the officer shall be allowed to take said compensatory time off prior to the end of the same calendar year.

b. Cash payments shall be made in the next regular paycheck at the rate of time and one-half of the officer's base pay.

3. In the event an officer is called into work at other than his regularly scheduled shift, which call-in shall be at the discretion of the Chief of Police, or his designee, the officer shall be entitled to a minimum payment of three (3) hours at the rate of straight time or at time and one-half, whichever is greater.

4. Court time - Any officer who is requested or required to appear in court to testify shall be compensated with three (3) hours at straight time or at time and one half whichever is greater. Such time is for court time only and no officer shall be held after his court case(s) is(are) over.

5. Pay Jobs - Winfield Police Officers may be hired by outside agencies for pay jobs within the Township of Winfield. Those accepting such pay jobs still fall under the jurisdiction of the Winfield Police Department and are representatives of the same and subject to all rules and regulations of the Winfield Police Department.

All pay jobs shall be subject to the approval of the Chief of Police or his representative and such approval shall not be unreasonably withheld.

The setting of the rate for pay jobs is the responsibility of the Winfield Police P.B.A. and shall be at a rate of (35) Thirty five dollars per hour unless another negotiated rate is agreed upon between the agency and the Winfield P.B.A.

No member of the Winfield Police P.B.A. shall be forced to work a pay job.

For clarification the Winfield Fire Department's Carnival is a non-emergency function and falls within the meaning of a pay job.

Nothing herein shall be construed as limiting in anyway the jurisdiction of the Winfield Police Department, and the obligation of Winfield Police Officers to abide by the rules and regulations of the Winfield Police Department, with respect to pay jobs outside the Township of Winfield.

#### V. EXPENSES OF TRAINING

1. The Township agrees to pay for the necessary training for accreditation as a police officer. Such training will ordinarily be provided at the Union County Police Chiefs' Academy. Such training is provided at Township expense with the expectation that the Township is obtaining the long-term services of a trained and qualified police officer.

2. In the event that any officer shall leave the service of the Township, other than as a result of a disciplinary action by the Township or other cause attributable to the Township, the officer shall be liable to repayment to the Township for all or part of the cost of the training aforesaid in accordance with the following schedule:

a. At the conclusion of the training at the Union County Police Chiefs' Academy or other similar training, the Township shall certify to the officer the total cost of such training including tuition expenses, salary, if any, and any other cost attributable to such training.

b. If the officer leaves the services of the Township, as recited above, during one year from the date of appointment, the officer shall pay to the Township the entire cost of the training.

c. If the officer leaves the services of the Township, as recited above, during the second year from the date of appointment, the officer shall pay to the Township two-thirds (2/3) of the cost of training.

d. If the officer leaves the services of the Township, as recited above, during the third year from the date of appointment, the officer shall pay to the Township one-third (1/3) of the cost of training.

e. After three years from the date of appointment, there shall be no obligation of repayment with respect to the cost of training.

## VI. EMPLOYMENT BENEFITS

Each officer, subject to this agreement, shall be entitled to the following:

1. Each officer shall be entitled to five (5) excused absences a year due to illness or injury, with an additional two (2) sick days to be added to each officers sick bank per year. These days if not used may be accrued up to a total of forty five (45) days. This agreement acknowledges that prior accrued time is exempt from the 45 day maximum on accrued time set out in this agreement.

2. The Township shall pay from the thirty first day of any illness or injury 90% of the employee's base salary up to one year upon certification of the Township physician. Any insurance reimbursement received by the employee from a policy paid for by the Township which is in excess of 90% shall be deducted from future compensation paid by the Township to the employee.

3. Shall an employee acquire 45 sick days, that employee may elect to take any remaining days or any portion thereof for illness or as additional vacation time for that funding year only. No additional accrual of sick time shall be allowed beyond that permitted by this agreement. Payment for unused sick days for that year may be in the form of additional vacation time or cash at the option of the employee.

4. An officer shall be entitled to receive approval from the Chief of Police, or his designee, for leaving his place of recuperation while on sick leave of periods in excess of three (3) days upon the officer supplying the Chief of Police, or his designee, with a note from his physician indicating that the period of recuperation is in excess of three (3) days. Such approval by the Chief of Police, or his designee, shall not be unreasonably denied.

5. In the event an officer is injured or becomes ill while on vacation leave, so that it is unlikely that the officer will be able to return to duty at the scheduled completion of his vacation, said officer shall immediately notify the Chief of Police and may, at his request, have his status changed from vacation to sick leave subject to approval of the Chief of Police and provided satisfactory evidence of injury or illness is provided, if requested.

6. An Officer shall be entitled to receive full pay for the first 120 calendar days from which he is absent for any sickness or injury incurred in the line of duty and one half pay for the following 90 calendar days that he is absent for any sickness or injury incurred in the line of duty.

7. Upon retirement, the Township will pay the officer for all accrued and unused sick leave at the rate of one day's pay for one day of unused sick day.

8. Each officer, subject to this agreement, shall be entitled to the number of paid holidays listed below and two (2) of those (chosen by each officer) shall be paid at the rate of time and one-half:

<b>Years of Service</b>	<b>Number of Holidays</b>
1st Year	9
2nd Year	10
3rd Year	11
4th Year +	12

9. Each officer, subject to this agreement, shall be entitled to two (2) personal days, with pay, for personal business which shall not be deducted from any other leave. Seventy-two (72) hours notice for said leave shall be given to the Chief of Police, or his designee. The Chief reserves the right to deny requests for personal days, as conditions warrant, but approval shall not be unreasonably withheld. One of the two personal days, if not used, shall be paid to the Officer at his regular rate of pay.

10. Each officer, subject to this agreement, shall be entitled to vacation leave in accordance with the following schedule. The Township shall recognize part-time work experience, pursuant to one years credit for each two years part time experience, for vacation purposes only.

<b>Years of Experience</b>	<b>Number of Weeks</b>
1st thru 5th Year	2 Weeks
6th thru 13th Year	3 Weeks
14th thru 20th Year	4 Weeks
Beginning with 21st Year	5 Weeks

11. An officer shall be permitted up to five (5) days funeral leave, with pay, in the event of the death of the officer's mother, father, wife or child; three (3) days in the event of the death of the officer's mother-in-law or father-in-law, or in the event of the death of a brother or sister. Said funeral leave is in addition to sick time, holidays, personal days or vacation days.

12. Each officer, subject to this agreement, shall be entitled to yearly clothing and maintenance allowances as set forth below. In addition, in the event that an officer's uniform, clothing, accessories or equipment is lost damaged or destroyed in the line

of duty, and without fault on the part of the officer, the Township shall reimburse said officer for the cost of replacing or repairing the item or items of uniform, clothing, accessories or equipment.

Years of Contract	Clothing	Maintenance
1995/96	\$425.00	\$330.00
1996/97	\$450.00	\$355.00
1997/98	\$475.00	\$380.00

Bullet-proof Vests. The Township shall provide to each officer a new bullet-proof vest at intervals not to exceed six (6) years.

Clothing Vendor. The Township shall assure each officers right to purchase uniforms and supplies from the vendor of their choice with the understanding that said vendor would provide quality of clothing and supplies acceptable to the Chief of Police.

13. Any officer shall, upon written request, be entitled to have deducted from his pay, by the Township, such amount as is designated, which amount shall be paid to the New Jersey Officers' Federal Credit Union.

#### VII. MEDICAL BENEFITS

1. The Township will provide the following medical benefits for each officer, covered by this agreement, and for the members of the officer's family:

a. Blue Cross/Pace, Major Medical and Prescription Drug Plan.

b. Dental Insurance.

c. Complete physical examination annually to be provided by an examiner or facility designated by the Township at the sole cost of the Township.

d. Vision Care. the Township shall provide for a full-family eye-care allowance of a total amount not to exceed two hundred dollars (\$200.00) per year for the officer and his dependents to be paid upon presentation to the Township of receipts.



### VIII. BENEFITS PAYABLE IN THE EVENT OF DEATH

On the death of any officer while a member of the Winfield Police Department, in addition to payment of all pay and allowances to which the officer would have been entitled, his widow or estate shall be entitled to the following:

1. Vacation leave earned as of the date of death at the rate of one day's pay for each day of earned vacation not used as of the date of the officer's death.

2. Payment of accrued compensatory time off converted to cash by multiplying the officer's rate of pay as of the date of death by the number of hours accrued.

### IX. STRIKES, ETC. PROHIBITED

There shall be no strikes, work stoppages or slowdowns of any kind during the life of this agreement.

### X. GRIEVANCE PROCEDURE

1. A grievance is hereby defined to be any complaint arising under this agreement with respect to wages, hours of work and other conditions of employment and may be raised by an individual unit employee, group of unit employees, or the PBA on behalf of any such individual or group (hereafter referred to as the "grievant").

**Step 1.** A Grievance must be filed within fifteen (15) working days from the date on which the act which is the subject of the grievance was known, or should have been known, whichever is later. The grievance shall be submitted in writing, to the Chief of Police, or his designee, and the parties shall meet to try to resolve said grievance within five (5) working days thereafter. The Chief of Police, or his designee, shall answer the grievance, in writing, within five (5) working days after said meeting. Failure to submit the written grievance with the aforementioned time period will be cause to reject the aggrieved claim.

**Step 2.** If the grievance is not satisfactorily resolved in Step 1, the matter may be referred by the aggrieved party, or his/her representative, to the Commission of Public Safety in writing, within five (5) working days after the decision in Step 1. A meeting on the grievance shall be held between the aggrieved party, and/or representative, the Chief of Police and the Commissioner of Public Safety within five (5) working days from the day of referral. The parties may be represented

at this meeting. This meeting shall not be held publicly unless the parties so agree in writing. The Commissioner of Public Safety shall render a written decision within ten (10) calendar days from the date of the meeting.

**Step 3.** If the grievance is not satisfactorily resolved at Step 2, the matter may be referred by the representative to the Township Committee within fifteen (15) calendar days after the decision in Step 2 or fifteen (15) calendar days after the meeting provided for in Step 2 if no decision has been rendered. Meeting on the grievance shall be held within fifteen (15) calendar days of receipt of grievance by the Township Committee.

**Step 4.** If the grievance is not satisfactorily resolved at Step 3, the representative may refer the matter to arbitration pursuant to the provisions hereinafter set forth. It is understood and agreed, however, that if the representative refers the matter to arbitration, this shall constitute an election of remedies and waiver of right to have the matter reviewed in any other forum, including the courts, since neither the representative nor the aggrieved party shall be entitled to two hearings on the same matter. If the representative refers the matter to court, this shall also constitute an election of remedies and waiver of right to have the matter referred to arbitration or reviewed in any other forum.

1. If the representative elects to refer a matter to arbitration, he/she must file a written request with the Public Employment Relations Commission (PERC) for each such arbitration, with a copy of the request to the Township, within fifteen (15) calendar days from the date of the decision by the Township Committee under Step 3.

2. The time limits specified in the grievance procedure are mandatory and shall be construed as maximum unless extended by mutual agreement in writing. If no appeal is taken from any disposition of a grievance made by the Township within the time limits specified in the grievance procedure, the grievance shall be considered settled and further action under the grievance and arbitration provisions of this agreement shall be forever barred. Any disposition of a grievance made by the Township which is accepted by the PBA shall be final, conclusive and binding upon the aggrieved employee, the Township and the representative. If a meeting is not held within the time limit as set forth in Steps 1, 2 or 3, the grievance shall be deemed denied.

3. The grievant may be represented at all stages of the grievance procedure by a representative of the PBA but, should a grievant elect to represent himself, any resolution reached on the grievance shall be in accordance with the collective bargaining agreement between the parties and agreed to by the PBA.

4. Each grievance shall be subject to a separate and individual arbitration, provided that required grievance procedures in Section 1-4 have been complied with.

#### 5. Arbitration

a. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employees Relations Commission (PERC).

b. The arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of fact, reason and conclusions on the issues submitted.

c. The arbitrator's decision shall be binding on all parties.

d. The costs for the services of the arbitrator shall be borne equally by the Township and the PBA. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

e. The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of the agreement or any amendment or supplement thereto.

### XI. LEGAL ASSISTANCE AND OTHER PROTECTION

1. Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such

action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal

proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense. (N.J.S.A. 40A:14-155)

2. The Township shall provide personal injury liability insurance and false arrest insurance coverage up to \$300,000 for all officers.

3. The Township shall provide worker's compensation coverage for all permanent employees.

#### XII. ENTIRE AGREEMENT

1. This agreement constitutes the complete understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

2. During the term of this agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

3. All other terms and conditions of employment which have been negotiated between the parties and which require implementation in accordance with the terms of this agreement shall hereafter be approved by the Township Committee by ordinance or resolution as appropriate.

4. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### XIII. SEVERABILITY

If any provision of this agreement or any application of the agreement to any officer or group of officers is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect and the parties shall meet and negotiate concerning any such invalidated provision to replace it with a mandatorily negotiable substitute.

#### XIV. NO WAIVER

Except as otherwise provided in this agreement, the failure to enforce any provision of this agreement shall not be deemed a waiver thereof.

#### XV. PERSONNEL FILES

1. Only one (1) personnel file shall be maintained for each officer. No document or report shall be placed in an officer's personnel file without notice to the officer. Officers shall be permitted to examine their own personnel files upon giving the Township at least twenty-four hours notice. A representative of the PBA may be present when requested by the officer concerned. Officers may copy anything that is in their files.

2. In the case of derogatory material, the officer shall affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The officer shall also have the right to submit a written answer to such derogatory material and his answer shall be reviewed by the Chief of Police, or his designee, and attached to the file copy. The Chief of Police shall also be required to sign any submission by the officer.

IN WITNESS WHEREOF, the Township and the PBA have caused this agreement to be signed by their duly authorized representatives.

TOWNSHIP OF WINFIELD  
[Signature]

[Signature]  
Witness

ATTEST:  
[Signature]

DATED:  
12/4/95

WINFIELD POLICE BENEVOLENT  
ASSOCIATION:

[Signature]  
Thomas Buresch, President

[Signature]  
James Wright, Secretary