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Prepared By:

January 1, 1990 through December 31, 1991

(EAST GREENWICH POLICE DEPARTMENT)

PBA LOCAL 122

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

and

TOWNSHIP OF EAST GREENWICH  
(COUNTY OF GLOUCESTER)

BETWEEN

AGREEMENT

1990 - 1991

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COORESTOWN, NEW JERSEY  
P. O. BOX 866  
711 EAST MAIN STREET  
ATTORNEYS AT LAW  
& GILLESPIE  
FERG, BARRON

THIS AGREEMENT made and entered into in East Greenwich Township, New Jersey, this 30 day of January, 1991, between THE TOWNSHIP OF EAST GREENWICH, in the County of Gloucester and State of New Jersey, hereinafter referred to as "Township" or "Employer", and THE EAST GREENWICH POLICE DEPARTMENT, hereinafter referred to as "Employee" or "Employees".

**WITNESSETH:**

WHEREAS, the Township and the East Greenwich Township Police Department recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation to negotiate with the PBA Local #122 as the representative of the employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. NOW, THEREFORE, in consideration of the following mutual covenants, IT IS HEREBY AGREED as follows:

PREAMBLE  
AGREEMENT

all grievances between the Township and the employees as SECTION 1. The purpose of this Article is to settle

Grievance Procedure

ARTICLE III

duly executed by the parties hereto. amended except by mutual agreement, reduced to writing and SECTION 4. This Agreement shall not be changed or under the New Jersey State and Federal Law.

SECTION 3. Employees shall retain all civil rights regarding such rights shall be observed.

Agreement for the orderly settlement of all questions employees shall be respected and the provisions of this SECTION 2. The rights of both the Township and the discriminate in any way against any employee's PBA activities.

SECTION 1. The Township shall not discharge or

Maintenance of Standards

ARTICLE II

employment. negotiations with respect to terms and conditions of Police and Lieutenant, for the purpose of collective members of the Police Department, excluding the chief of Local #122 as the sole and exclusive representative of all SECTION 1. The Township hereby recognizes the PBA

Recognition

ARTICLE I

quickly as possible so as to ensure efficiency and promote employee moral. A grievance is defined as any disagreement or dispute between the Township and the employees involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) working days after the aggrieved person, who signed the grievance, knew of the event or events upon which the claims is based or else such grievance is deemed waived. A grievance shall be processed as follows:

(A) The appropriate PBA representative, the aggrieved party and the Chief of the Department, or its representative, with advice and consent of the Township Committee, may reach a settlement of the dispute; if they fail to reach an agreement within five (5) working days, the aggrieved party shall furnish a written statement of the grievance to the Chief on a form provided by PBA Local #122 for automatic reference to Step "B".

(B) A grievance committee consisting of four (4) members designated by the PBA and all members of the Township Committee and the Chief of the Department shall attempt to settle the dispute within ten (10) working days. If the dispute cannot be settled within the ten (10) working days, then the dispute automatically will be referred to Step "C".

(C) If the grievance is not settled through steps (A) or (B) either party shall have the right to submit

disability pension shall be paid for all accumulated holiday  
SECTION 2. Employees retiring on either regular or  
Ordinances.

rights as employees under the New Jersey statutes and Township  
SECTION 1. Employees shall retain all pension

Retirement

ARTICLE V

and State Law.  
service records in accordance with the requirements of Federal  
Each employee shall be entitled to inspect his

Service Records

ARTICLE IV

own legal expenses.  
appropriate step. Each party shall be responsible for their  
wherein such application to the Superior Court is the  
application to the Superior Court from any determination  
this contract, the employee shall have the right to make  
(D) As a result of any dispute arising under  
parties incurring the same.

limited to the presentation of witnesses, shall be paid by the  
and the Association. Any other expenses including, but not  
services of the arbitrator shall borne equally by the Township  
the Township Committee or its designee. The costs for the  
within thirty (30) days of the receipt of the response from  
Regulations of the Public Employment Relations Commission  
the dispute to arbitration pursuant to the Rules and

SECTION 1. Military Leave. Where any employee is a member of the National Guard Unit or any reserve unit of the Armed Forces of the United States and is required to engage in field training or to attend meetings, he shall be granted military leave of absence for the period of such training or meeting. Such paid leave of absence shall not affect his vacation. The pay period following his return from such military leave of absence the employer will pay him an amount which, when totalled with his military pay, will equal his regular pay for such period of time as employee served on military leave. The adjustment referred to within the aforementioned sentence shall be for a period of time not greater than two (2) weeks.

Leave of Absence and other Leave

ARTICLE VI

SECTION 3. Employees intending to retire shall give sixty (60) days' prior notice to the chief of Police, Mayor and Township Committee

SECTION 4. Employees retiring due to a disability arising out of a work-related injury shall continue to receive, at the expense of the Township, Blue Cross, Blue Shield and Major Medical during the terms of their retirement.

SECTION 5. Employees retiring due to a disability arising out of a work-related injury shall continue to receive, at the expense of the Township, Blue Cross, Blue Shield and Major Medical during the terms of their retirement.

SECTION 6. Upon the base annual compensation due and owing during the last year of his employment prior to the effective date of his retirement.



SECTION 4. Sick leave may be used by an employee for personal illness. A physician's certificate will be required in the event that the employee's illness causes his absence for three (3) or more consecutive days. The physician's certificate must be filed with the chief. Said employee may also be required, at the direction of the chief of Police, to obtain physician's certification from physician

SECTION 3. Sick Leave. Employees shall be granted up to twelve (12) sick days per year, regardless of the number of hours per shift. Example: 12 hour shifts, 144 hours per year, 10 hour shifts, 120 hours per year, and 8 hour shifts, 96 hours per year. Each employee shall be permitted to accumulate a maximum of 960 hours sick leave.

SECTION 2. Leave Because of Death. In the event of the death of employee's spouse, son or daughter, time off necessary to arrange for and attend the funeral services up to a maximum of four (4) calendar days with pay at the established annual salary shall be granted to the employee. In the event of the death of the employee's father, mother, step-father, step-mother, sister, brother, father-in-law or mother-in-law, time off necessary to arrange for and attend the funeral services up to a maximum of three (3) calendar days with pay at the established annual salary shall be granted to the employee. Full pay shall be allowed to the employee due to the death of a grandmother or grandfather.

|    |  |          |
|----|--|----------|
| A. | No charged sick time:  | \$500.00 |
| B. | Any segment of one (1) hour to twelve (12) hours:            | \$350.00 |
| C. | Any segment over twelve (12) hours to twenty-four (24) hours | \$200.00 |

designated by the Township of East Greenwich. Cost of such directed visit shall be borne by the Township of East Greenwich. Such visit shall not restrict employee from continued care by a physician of employee's choice and at employee's expense. If an employee is ill on the work day prior to, or following a holiday, said employee must provide the chief with a physician's certificate to receive his pay for said holiday.

If an employee has had three (3) or more "one day or more illnesses" per year during the term of this contract, each succeeding illness shall require the employee to obtain a physician's certificate from a physician designated by the Township of East Greenwich. Cost of such visit shall be borne by the Township of East Greenwich. Such visit shall not restrict employee from continued care by a physician of employee's choice and at employee's expense.

SECTION 5. Recovery of Unused Sick Time. Any employee shall be compensated noncumulatively in the following amounts for limited use of sick time during each calendar year for the term of this contract.

thirty-six (36) hours personal time per calendar year starting  
SECTION 2. Each employee shall be entitled to  
after the holiday as is reasonably proper.

of pay will be reflected in a subsequent paycheck as soon  
each hour worked. For each holiday worked the additional rate  
receive compensation of one-half (1/2) his hourly rate for  
each employee who works on a holiday in schedule "A" shall  
scheduled for duty or not. In addition to this compensation  
holiday in schedule "A", regardless if the employee is  
"A". Each employee shall receive eight (8) hours pay for each  
twelve (12) holidays per calendar year as found in schedule  
SECTION 1. Every employee shall be compensated for

Holidays

ARTICLE VII

severance.

thirty (30) days of the date of retirement or honorable  
East Greenwich shall make the aforementioned payment within  
hourly rate of pay at the time of retirement. The Township of  
employee. Sick time shall be computed at the employee's  
twenty-five (25%) percent of the unused sick hours of the  
service in the Police Department, the Township shall buy back  
Police Department, following eight (8) years of continuous  
Upon retirement or honorable severance from the

\$100.00

D. Any segment over twenty-  
four (24) hours to thirty-  
six (36) hours:

MOORESTOWN, NEW JERSEY  
P. O. BOX 866  
711 EAST MAIN STREET  
ATTORNEYS AT LAW  
& GILLESPIE  
FERG, BARRON

Any employee attending a police academy or any other police training academy recognized by the New Jersey Police Training Commission, with the permission of the Chief of the Department, shall be compensated at their regular rate of

SECTION 1. Police Academy and Technical Schools.  
Education  
ARTICLE IX

the change in work week.  
additional hours of pay for said employee for the first day of an employee's change in work week shall result in four (4) of negligence or inadvertence in scheduling which results in Administrative failure on behalf of the Township due

worked, or designation of hours worked.  
notice if any change was intended as to hours, number of hours week, as well as shift work, so that the Township would give defined to mean that period of hours worked during normal Police, the Mayor or the Township Committee. Work week is week except in an emergency as determined by the Chief of seven (7) days' prior notice, effect any change in the work SECTION 1. The Township shall not, without giving

Work Week  
ARTICLE VIII

within forty-eight (48) hours for his approval or denial.  
affairs. Requests must be submitted to the Chief of Police emergencies, religious and other items relating to personal in 1991 for personal business such as, but not limited to,

SECTION 3. All employees required to attend police-related schools or courses for more than one (1) day wherein it is made impractical to commute, employees shall be reimbursed for all reasonable expenses for food and lodging and transportation at the rate of \$0.18 per mile provided the employee uses his personal vehicle or for the actual cost of public transportation. Payment shall be made promptly to the

during the month of December.

advanced education shall be paid at the time of the first pay The aforementioned additional compensation in recognition of per year, up to a maximum of 60 credits or \$180.00 per year. Bachelors Degree, shall receive an additional \$3.00 per credit field towards the obtainment of either an Associates Degree or Any employee pursuing educational courses in a police-related additional \$500.00 per year during the term of this contract. addition to his regular compensation, shall receive an a Bachelors Degree in a police-related field shall, in year during the term of his contract. Any employee obtaining regular compensation, shall receive an additional \$250.00 per Degree in a police-related field shall, in addition to his SECTION 2. Any employee obtaining an Associates

the employee uses his personal vehicle.

Chief at a rate of \$5.00 for lunch and \$0.18 per mile provided pertaining to duties of police officers and approved by the reimbursed to an employee attending a non-credit course salary while attending the course. All expenses must be

SECTION 2. Legal Expenses. If an employee is charged with a violation of the law within the line of duty, and ultimately exonerated, as a result of acts committed by him while on duty, the Township shall reimburse the employee for the services of the attorney selected by the employee to represent him. The Township shall also have the right to instruct the Township solicitor to act as co-counsel with the attorney selected by the employee. Prior to the employee selecting the attorney to represent him, the Township shall have the right to first negotiate directly with that attorney selected by the employee to determine a reasonable fee for the representation. In the event that the employee is ultimately found guilty as charged, the Township is not obligated to pay the attorney fees. Should the employee appeal the decision and ultimately have the conviction reversed, then and in that event the Township shall be responsible for all legal cost incurred by the employee.

SECTION 1. Mileage. Mileage on a personal vehicle shall be reimbursed at the rate of \$0.18 per mile, if the Chief determines that such transportation or use of a personal vehicle is necessary and does not provide transportation or a Township vehicle. Such mileage shall be computed from the Township Police Headquarters and returning to same.

Reimbursement for Expenses

ARTICLE X

employee upon presentation of receipts.

range.

ammunition every six (6) months or as required by the chief for each police officer for use in the line of duty or on the

SECTION 3. The Township shall purchase sufficient vest.

of insignias of rank and office; and one (1) bullet proof badge; two (2) clip-on ties; two (2) name plates; two (2) sets breast badges; one (1) hat badge; one (1) identification pair of shoes; one (1) winter coat; one (1) rain coat; two (2) golashees or rubber overshoes; four (4) pair of pants; one (1) summer shirts, four (4) winter shirts; one (1) pair of maximum but not be limited to, the following items: four (4) of clothing to each new employee which shall include, at the SECTION 2. The Township shall make an initial issue

clothing for 1991.

Year 1990; and \$500.00 per year for the maintenance of of \$450.00 per year for the maintenance of clothing for the SECTION 1. Each employee shall receive an allowance

Clothing Allowance

ARTICLE XI

coverage to provide the aforementioned indemnification.

The Township further represents that it has adequate insurance performance of his duty, shall be indemnified by the employer.

duty by an employee, covered under this contract, while in the arising out of a civil action related to the performance of

SECTION 3. Indemnification. Any award of damages

/2) times his hourly rate of pay per hour spent in each court

each employee shall be compensated at one and one-half (1 1/2) times his hourly rate of pay per hour spent in each court while in the line of duty shall be considered working time and court as a result of cases which arise out of police functions

SECTION 1. The Township agrees that time spent in

Court Time

ARTICLE XIII

injury or loss of life due to faulty equipment. attempt to effect repairs to police vehicles so as to prevent situations. The Township also agrees that it will immediately requirements with regard to equipment except in emergency manufacturing dealing with warranty and maintenance clothing and equipment. The Township agrees to conform to all

SECTION 1. Employees shall be provided with proper

Equipment

ARTICLE XII

allowance and clothing issue provided for by this contract. purchase of such new items in addition to the clothing employees without providing the necessary monies for the basic uniform or any portion thereof currently utilized by the

SECTION 5. The Township agrees not to change the

the chief of police.

presented by the employee for replacement upon the approval of shall be supplied by the Township and replaced when and if

holsters, belts and straps, handcuffs, nightsticks, etc., SECTION 4. Hardware items, such as handguns,



SECTION 1. Exchange of hours of duty by an employee may be granted by the Chief of Police provided he has twenty-four (24) hours notice and that such an exchange will not result in an employee who has engaged in such exchange working in excess of sixteen (16) hours during any twenty-four (24) hour period. This shall not result in payment of overtime and it is not intended that overtime be paid solely because of the operation of this article of the contract.

Exchange of Hours of Duty

ARTICLE XV

SECTION 2. When an employee has worked overtime, the information shall be supplied to the payroll clerk by the Chief of the Department according to established rules and within a reasonable time so as not to hold up payment for more than one (1) pay period.

(2) week pay period.

SECTION 1. Rate of Pay. Overtime shall be paid to all employees at one and one-half (1 1/2) times the established hourly rate after eighty-four (84) hours in a two

Overtime Pay

ARTICLE XIV

SECTION 1. Each employee shall be reimbursed for mileage as set forth within this contract for any and all mileage outside the County of Gloucester when the employee uses his personal vehicle.

All vacation time shall be taken in the year earned. When, however, a vacation is deferred, either upon approval of the Chief of Police, or as a result of an emergency as determined by the Chief of Police, then and in that event the employee shall be permitted to utilize such vacation as previously scheduled at a later time within the same calendar year, or should not ample time remain in the same calendar

time shall be determined by the Chief of Police. The number of employees who may be on vacation at the same seniority before April 1st shall be selected by each employee. after each employee has selected one (1) week the remainder by be granted upon request by seniority for one (1) week and March 1st of each year vacations in said calendar year shall

SECTION 3. Scheduling Vacations. On or before shall be granted at established annual salary rates.

SECTION 2. Pay During Vacations. All vacations

- One (1) year of service, but less than five (5) years, ninety-six (96) hours per year.
- Five (5) years of service, but less than ten (10) years, one hundred forty-four (144) hours per year.
- Over ten (10) years of service, one hundred eighty (180) hours per year.

to vacation as listed below, to wit:  
1988 all employees covered by this Agreement shall be entitled

SECTION 1. Earned Vacations. Beginning January 1,

Vacations  
ARTICLE XVI

MOORESTOWN, NEW JERSEY  
P. O. BOX 866  
711 EAST MAIN STREET  
ATTORNEYS AT LAW  
& GILLESPIE  
FERG, BARRON

SECTION 1. The pay period shall commence at 6:00 a.m. on Monday and end 5:59 a.m. the Monday two weeks thereafter.

Pay Period  
ARTICLE XVII

year, carried over to the first quarter of the next calendar year, or be paid for at the employee's request, said payment to be based on the employee's current hourly base rate of pay.

SECTION 1. The Township will pay each employee on every other Thursday an amount equal to 1/26th of the employee's annual salary plus any overtime or holiday pay. Payments for a period of vacation may be made on special request of the Payroll Clerk with the approval of the Chief of Police, who will certify the dates of vacation.

SECTION 2. Base salary for the purpose of this Agreement shall be the highest salary that an employee is duly authorized to receive at the beginning of each calendar year. Salaries for the employees during the term of this Agreement shall be as follows:

| TITLE               | 1990        | 1991        |
|---------------------|-------------|-------------|
| Patrolman 3rd class | \$22,155.00 | \$23,540.00 |
| Patrolman 2nd class | \$28,575.00 | \$30,360.00 |
| Patrolman 1st class | \$32,175.00 | \$34,185.00 |

6/2/90  
6/1/91  
16

SECTION 1. Any employee called into work on a regularly scheduled time off shall be paid a minimum of four (4) hours of overtime and if such employees are required to spend in excess of four (4) hours, then they shall be paid on

Call Back

ARTICLE XIX

SECTION 3. Longevity. In recognition of the increased value of an employee to the Township as he becomes more experienced and the necessity to keep good experienced employees by providing adequate and attractive salaries, the Township agreed that each employee shall receive, upon the completion of five (5) years of service, two (2%) percent of his salary. Upon completion of ten (10) years of service, longevity payments shall be three (3%) percent of his salary. Beginning in 1989, upon completion of fifteen (15) years of service, longevity payments shall be four (4%) percent of his salary. Longevity payments due each employee shall be paid by the employer on each employer's anniversary date of employment with the Township based on the employee's base salary at his anniversary date.

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Each rank above Patrolman First Class shall receive an additional \$1,000.00 per rank. Any employee covered under this contract, who is designated a Shift Commander, shall in addition to the compensation set forth above, receive an additional \$250.00 while acting in the capacity designated as Shift Commander.

SECTION 1. The employee shall be afforded the opportunity to participate in the establishment of rules and regulations in accordance with the PERC laws provided same is not in conflict with previous departmental policy, the laws of

Miscellaneous

ARTICLE XXI

SECTION 4. Coverage for the benefits as set forth in Sections 1, 2 and 3 shall begin as early as practical with the employee recognizing that there is a period of time that the employee will be without coverage pending approval of either his application or enrollment within the policies.

SECTION 3. The Township shall continue to provide the level of Dental benefits in effect on December 31, 1985.

SECTION 2. Each employee covered under this contract shall be provided with at least \$10,000.00 life insurance at the expense of employer.

SECTION 1. The Township agrees to provide hospitalization to the employees who shall receive fully paid hospitalization with Rider "J" and Major Medical, and the Township further agrees to review the current hospitalization coverage with a view to providing the most adequate coverage available, said hospitalization currently include the employee and his family.

SECTION 1. The Township agrees to provide hospitalization to the employees who shall receive fully paid hospitalization with Rider "J" and Major Medical, and the Township further agrees to review the current hospitalization coverage with a view to providing the most adequate coverage available, said hospitalization currently include the employee and his family.

Health and Insurance Benefits

ARTICLE XX

an hourly basis thereafter.

SECTION 2. The contract shall not be changed or  
January 1, 1990.  
1991. All terms of this contract will be retroactive to  
nunc pro tunc from January 1, 1990, to midnight, December 31,  
SECTION 1. This contract shall cover the period

Terms of Contract

ARTICLE XXIII

be in full force and effect.  
provisions shall not be affected thereby and shall continue to  
severed from the body of the contract, but all other  
validity, such provision shall be inoperative and deemed  
such tribunal pending a final determination as to its  
with or enforcement of any provision should be restrained by  
to the New Jersey Department Civil Service, or if compliance  
tribunal of competent jurisdiction, including but not limited  
should be held to be invalid by operation of law or by any  
SECTION 1. If any provisions of this Agreement

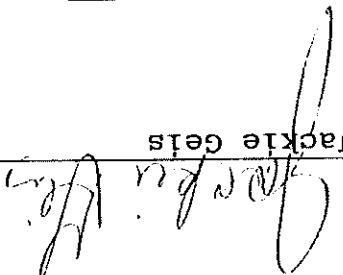
Severability

ARTICLE XXII

in accordance with any state court decision.  
inclusive. Convention delegates shall be permitted to attend  
special meetings ordered by the state organization are  
attend the scheduled meetings of the state organization. All  
afforded the day off without a loss of pay or compensation to  
SECTION 2. Delegates to the State PBA shall be  
the state of New Jersey or East Greenwich Township policy.

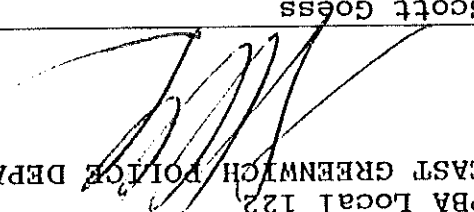
Attest:

Jackie Geis



Scott Goess

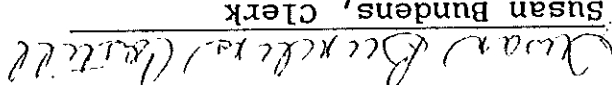
By:



PBA Local 122  
EAST GREENWICH POLICE DEPARTMENT

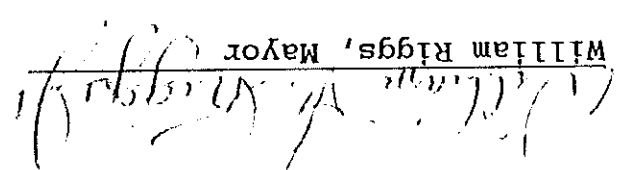
Attest:

Susan Bundens, Clerk



By:

William Riggs, Mayor



TOWNSHIP OF EAST GREENWICH

commence on or before September 1, 1991.

SECTION 4. Negotiations for a future contract shall

time as a new contract is signed between the parties.

parties during any period beyond December 31, 1991, until such

SECTION 3. The contract shall continue to bind the

written consent of the parties thereto.

altered in any way during the term of the contract without the

SCHEDULE A

New Year's Day - January 1st  
Martin Luther King Day  
Washington's Birthday - 3rd Monday of February  
Good Friday - Day designated and known as Good Friday  
Easter  
Memorial Day - Last Monday in May  
Independence Day - July 4th  
Labor Day - 1st Monday in September  
Veteran's Day - November 11th  
Thanksgiving Day - 4th Thursday in November  
Day after Thanksgiving  
Christmas Day - December 25th

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08057  
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(609) 234-4440



ADDENDUM TO AGREEMENT  
 BETWEEN TOWNSHIP OF EAST GREENWICH  
 AND  
 NEW JERSEY STATE P. B. A. LOCAL 122  
 (EAST GREENWICH POLICE DEPARTMENT)

As provided in article XXIII, Section 2 of the current agreement, both the Township of East Greenwich and the New Jersey State P.B.A. Local 122 hereby provide written consent to change Article XVIII, Section 2 of said agreement to read as follows:

Base salary for the purpose of this agreement shall be the highest salary that an employee is duly authorized to receive at the beginning of each calendar year. Salaries for the employees during the term of this agreement shall be as follows:

| TITLE                              | 1991        |
|------------------------------------|-------------|
| Patrolman 1st Class (Probationary) | \$23,540.00 |
| Patrolman 3rd Class                | \$26,950.00 |
| Patrolman 2nd Class                | \$30,360.00 |
| Patrolman 1st Class                | \$34,185.00 |

Employees shall serve at each class for a period of one (1) year prior to being elevated to a higher class.

This addendum is not retro-active and effects new hires on or after November 12, 1991.

TOWNSHIP OF EAST GREENWICH  
 BY: *William F. Riggs*  
 WILLIAM RIGGS, MAYOR  
 MICHAEL VENUITO, COMMITTEEMAN

ATTEST: (Signature)  
TOWNSHIP CLERK

PBA LOCAL 122  
EAST GREENWICH POLICE DEPARTMENT  
BY: (Signature)  
WILLIAM GIORDANO  
(Signature)  
THOMAS H. SULLIVAN  
PBA 122, REPRESENTATIVE

DATED: November 12, 1991