

*Contact #407*

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AGREEMENT BETWEEN

THE TOWNSHIP OF WALL

AND

THE POLICEMEN'S BENEVOLENT ASSOCIATION

ON BEHALF OF THE PATROLMEN OF WALL TOWNSHIP

LOCAL 234

JANUARY 1, 1989

THROUGH

DECEMBER 31, 1991

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(#77)*

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ARTICLE I

PREAMBLE

This Agreement is made and entered into in Wall Township, New Jersey, this            day of            , 1989, between the TOWNSHIP OF WALL, a Municipality in the County of Monmouth and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the PATROLMANS' BENEVOLENT ASSOCIATION, LOCAL 234, hereinafter referred to as the "P.B.A."

WHEREAS, the Township and the P.B.A. recognize and declare that providing quality Police Protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation pursuant to Chapter 303, Public Laws of 1968, to negotiate with the P.B.A., as the representative of 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;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II  
DEFINITIONS

A. AGGRIEVED Shall mean any Member, Officer or Employee, or group of Members, Officers, or Employees whereupon an alleged injustice has been perpetrated against, or filed.

B. CHIEF Shall mean the Chief of Police, the head of the Police Department, Police Department of the Township of Wall, in the County of Monmouth, State of New Jersey.

C. CIVILIAN Shall mean any person or persons not certified and sworn as Police Officers in the State of New Jersey.

D. DEPARTMENT Shall mean the Police Department of the Township of Wall, in the County of Monmouth, State of New Jersey..

E. EMPLOYEE Shall mean any salaried Patrolman of the Township of Wall Police Department as specifically defined in Article III.

F. EMPLOYER Shall mean the Township of Wall, a Municipality in the County of Monmouth, State of New Jersey.

G. MEMBER Shall mean the participants and Members of Local 234 of the New Jersey Policemen's Benevolent Association of the Township of Wall Police Department.

H. OFFICER or POLICE OFFICER Shall mean sworn and certified law enforcement personnel of the Township of Wall Police Department and recognized as such by the Statutes of the State of New Jersey.

I. PBA or PBA LOCAL Shall mean Local 234 of the New Jersey State Policemen's Benevolent Association, of the Township of Wall Police Department.

J. TOWNSHIP Shall mean the Township of Wall, a Municipality in the County of Monmouth, State of New Jersey.

K. MAY is permissive.

L. SHALL is mandatory.

ARTICLE III

RECOGNITION

The Township hereby recognizes the PBA as the sole and exclusive representative and bargaining agent for all Patrolmen of the Police Department, for the purposes of collective negotiations with respect to salaries, claiming benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

The bargaining unit shall consist of all patrolmen of the police department of the Township of Wall, New Jersey, now employed, formerly employed and hereinafter employed. For the purposes of this agreement, the terms Police Officer, Employee or Employees, shall refer to all members of the bargaining unit as defined herein. This agreement shall be binding upon parties hereto.

ARTICLE IV

EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, the Township hereby agrees that every Policeman shall have the Right to freely organize, join, and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

B. As a body exercising governmental power under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly and indirectly discourage or deprive or coerce any Policeman in enjoyment of any Rights conferred by Chapter 303, of the Public Laws of 1968, or other laws of New Jersey, or the Constitution of New Jersey and the United States.

C. That it shall not discriminate against any Policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, provided such activities are lawful and proper, collective negotiations with the Township, or his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

D. No Employee who is a Member of the PBA and acting



in any official capacity whatsoever, shall be discriminated against for his acts as such Official of the PBA, nor shall the Township discriminate against any Employee because of PBA Membership or activities, provided such activities are lawful and proper.

E. Any change in Department Procedures and Regulations that is promulgated by the Chief of Police shall be served upon the President of the PBA immediately, except that in the event of an emergency, no notification is necessary.

ARTICLE V  
ASSOCIATION RIGHTS

A. GRIEVANCE COMMITTEE There shall be four (4) Members of the PBA Grievance Committee, Members as defined by this Section, no more than three (3) of whom shall be granted leave from duty without loss of pay for all meetings between the Township and the PBA Local for the purpose of processing grievances. When such meetings take place at a time during which such Members are scheduled to be on duty, leave shall be granted only upon twenty-four (24) hours prior notice to the Chief of Police, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Policemen to bring the Department to its proper effectiveness as determined by the Chief of Police or his designee.

1. Members of the PBA Grievance Committee shall be the President or Vice President, and three (3) additional members as appointed by the President of the PBA Local.

B. COLLECTIVE BARGAINING COMMITTEE There shall be four (4) Members of the PBA Collective Bargaining Committee, Members as defined by this Section, no more than three (3) of whom shall be granted leave from duty without loss of pay for all meetings between the Township and the PBA Local

for the purpose of conducting collective bargaining between the parties. When such meetings take place at a time during which Members are scheduled to be on duty, leave shall be granted only upon twenty-four (24) hours prior notice to the Chief of Police, provided the conduct of said business shall not diminish the effectiveness of the Police Department or shall require the recall of off-duty Policemen to bring the Department to its proper effectiveness, as determined by the Chief of Police or his designate.

1. Members of the PBA Collective Bargaining Committee shall be the President or Vice President and three (3) additional Members as elected by the Membership of the PBA Local.

C. CONVENTION COMMITTEE There shall be two (2) Members of the PBA Convention Committee, Members defined by this Section, who shall be granted leave from duty without loss of pay, for the purpose of attending State or National Conventions of the New Jersey State Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

1. Members of the PBA Convention Committee shall be the PBA Local State Delegate and the PBA Local Alternate State Delegate, as elected by the Membership of the PBA Local.

D. INDIVIDUAL PBA OFFICIALS There shall be four (4) Members of the PBA Local, Members as defined by this Section,

to be granted leave from duty without loss of pay, for the purpose of attending the PBA Local regular monthly meetings. When such meetings take place at a time during which such Members are scheduled to be on duty, leave shall be granted only upon twenty-four hours prior notice to the Chief of Police, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Policemen to bring the Department to its proper effectiveness, as determined by the Chief of Police or his designate.

1. Officials of the PBA shall be the President or Vice President, PBA Local State Delegate, Secretary, and Treasurer, as elected by the Membership of the PBA Local.

ARTICLE VI  
NEGOTIATIONS PROCEDURE

A. Collective bargaining with respect to rates of pay, or other conditions of employment shall be conducted by the duly authorized bargaining representatives of the parties. Unless otherwise designated, the Township Administrator or his designate, and the President of the PBA, or his designate, shall be the respective negotiations representatives for the parties.

B. Collective Bargaining meeting shall be held at times and places that are mutually convenient, at the request of either party.

C. No more than three (3) additional representatives and two (2) professional counsel of each party shall participate in Collective Bargaining meetings.

D. The Township and the PBA agree to meet no later than the tenth (10) day of September immediately prior to the expiration of this Agreement for the purposes of negotiations and discussions relative to an Agreement or continuance of the present Agreement.

E. In the event that changes, additions, corrections, or deletions of the present Agreement are desired by either party, the parties agree to meet and discuss the proposed changes on a minimum of once weekly until such time as all

parties have agreed to the proposed Agreement or the proposed Agreement has been submitted to Arbitration. Such time limitations may be waived by mutual agreement.

ARTICLE VII  
GRIEVANCE PROCEDURE

A. A Grievance is hereby defined as any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement, and may be raised by an Employee, the PBA Local on behalf of an Employee or a group of Employees.

1. If an Employee is disciplined and in the judgment of such Employee, the action taken by the Township or the Department is without just cause, or if an Employee or group of Employees feel aggrieved concerning any specific provision or provisions of this Agreement or which are provided for in any Statute, Character, Provision, Ordinance, Rule, Regulation, or Policy which is not in conflict with this Agreement, including any claim of unjust discrimination, and any other matter or condition affecting his/their health or safety, may grieve such situation or circumstances in accordance with this Article.

B. ALL Grievances shall be in writing and shall contain a clear and concise statement of the Grievance and indicate the following:

1. The issue/issues involved
2. The relief sought
3. The date the incident or violation took place
4. The specific Section or Sections of the Agreement involved
5. The steps taken by the aggrieved to try and resolve the Grievance.

C. The adjustment of a Grievance shall be sought as follows:

1. The aggrieved shall take up the matter with his DIVISION COMMANDER within thirty (30) days of being advised of the incident giving rise to the Grievance, in an effort to adjust the Grievance satisfactorily between the aggrieved and the person responsible for this incident as a Grievance.

2. If the Grievance is not adjusted to the satisfaction of the aggrieved with the DIVISION COMMANDER within five (5) days of a request for such a meeting the aggrieved shall take up the matter, in writing, to the Chief of Police.

3. If the Grievance is NOT adjusted to the satisfaction of the aggrieved by the Chief of Police within five (5) days of such a meeting, or if the Chief of Police fails to meet with the aggrieved within five (5) days of such a request for a meeting, the aggrieved shall submit a complaint, in writing, to the President of the PBA Local, as well as each member of the appointed Grievance Committee shall study and investigate ALL grievances submitted by the aggrieved and submit a written report to the President of the PBA Local indicating the facts and setting forth recommendations. Such a report shall be submitted to the President of the PBA Local within ten (10) days of receiving the written complaint from the aggrieved.

4. Upon receipt of the written report by the Grievance Committee, the President of the PBA Local shall inform the membership of the facts at the first regular monthly meeting.



The PBA Membership shall then vote and dispose of the matter by dismissal, or proceed with the matter, as set forth by this Article and Section.

5. If the grievance has been determined, by vote, to be "valid" by the PBA Membership, the President of the PBA Local and Grievance Committee shall take up the matter with the Township Administrator, by requesting, in writing, a Hearing within five (5) days of said regular monthly meeting.

6. Within ten (10) days of such a request for a hearing by the Grievance Committee, the Township Administrator shall hold a hearing, at which time all parties of interest shall be heard. If the Grievance is not adjusted to the satisfaction of the Grievance Committee and/or the aggrieved within ten (10) days of such hearing, or the Township Administrator fails to conduct a hearing within ten (10) days of such a request for a hearing, the matter shall be submitted to binding arbitration.

7. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. The party demanding arbitration shall request the New Jersey Public Employment Relations Committee or the American Arbitration Association to appoint an arbitrator to hear the arbitration in the manner set forth in Rules or Regulations of either such agency.

8. The decisions of the Arbitrator shall be final and

binding on the Association, grievant and the Employer. The arbitrator shall be bound by the provision of this agreement, and shall be 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 this agreement or any amendment or supplement thereto. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement in writing with reasons for his decision. The arbitrator may prescribe an appropriate back-pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

D. In the event that a Grievance arises in which two (2) or more members are affected by it, the matter shall be brought to the attention of the PBA Local Membership. Upon presentation of the facts, a vote shall be taken to determine if the matter is in fact a Grievance and that the matter does in fact affect two (2) or more Members. If such a matter has been determined by VOTE, to be "Valid", the President of the PBA Local shall then represent the aggrieved Members, and proceed with the Grievance as set forth in this Article.

E. The TIME LIMITS specified in this Article shall NOT include Saturdays, Sundays or Holidays. Such TIME LIMITS may be extended, shortened, or waived by Mutual Agreement by ALL parties.

F. The steps specified in this Article may be waived by Mutual Agreement by ALL parties involved.

G. Nothing herein is intended to deny an employee his rights of appeal as granted by statute or case law.

ARTICLE VIII  
DUES DEDUCTION

A. The Township shall withhold from the Employee's paycheck, twice monthly, an amount of money to be forwarded to the PBA Treasurer. Such deduction shall be known as "PBA Membership Dues Deductions."

1. Each Employee who desires to have deductions made shall submit a written request to the Township Finance Officer indicating such a desire to have the deductions made automatically.

2. Such request shall be maintained by the Township Finance Officer until such time as the Employee indicates, in writing, to alter such a request. The Employee in no event shall submit such a request for alteration more than once yearly.

3. Such request form shall be of such desire and format as the Township Finance Officer may deem proper and correct.

4. The Township shall not require Employees to submit written requests more than once yearly with the Township Finance Officer; further, the Township shall not require weekly, monthly, or other time period submission of the written request if such Employee has no desire to alter the request.

B. The PBA Treasurer shall notify, in writing, the Township Finance Officer, once yearly the amount of monthly dues the PBA Membership has decided, by vote, to withhold from the regular paychecks.

1. Notification, in writing, shall be submitted no later than December 1st of each year as to the amount to be deducted commencing on January 1st of the following year.

2. Notification, in addition to the annual notification, may be submitted at any time in the event the PBA had decided, by vote, to alter the amount of dues to be deducted. Such notification shall be in writing and shall indicate clearly on what date such change will take effect.

C. The Township Finance Officer shall forward a single check for all Employees' dues deductions made during the preceding month to the PBA Treasurer no later than the fifteenth (15th) day of the following month, each month.

D. The Township and the PBA shall adhere to the provisions of N.J.S. 42:14-15 in regards to Employer Payroll Deductions.

E. Pursuant to N.J.S. 40A:9-17, the Township shall withhold Credit Union deductions from Employee by-weekly pay at the election and direction of each Employee in accordance with the Rules and Regulations of said Credit Union.

ARTICLE XIX

ASSOCIATION USE OF FACILITIES

A. The Township shall provide space for a bulletin board in a conspicuous location within the Police Department Building for the use of the PBA for posting notices concerning PBA business and activities, at no cost to the Township.

1. All notice shall be posted only upon the authority of officially designated PBA representatives and shall not contain inflammatory, annoying or subversive literature, photographs, cartoons, or other printed materials. The posted materials shall be neat and orderly thereon.

2. The Secretary of the PBA shall be responsible for the neatness and orderly appearance of the bulletin board.

B. The Township shall provide space within the Police Department Building for a file cabinet or cabinets for the purpose of storing PBA items and materials at no cost to the Township.

1. The PBA President, Vice President, Secretary, Treasurer and Trustees shall maintain the storage cabinet(s).

C. The Township shall permit the PBA the use of the following equipment and services as outlined in this Section, at not cost to the Township, and which use and services shall not interfere with the operations of the Police Department.

1. The Township shall permit the use of the Departmental Xerox, or like machine, print shop, and darkroom facilities.

2. Staff and equipment operations shall supervise the operation of equipment and services.

3. The PBA shall not reproduce material and literature if containing inflammatory, annoying, or subversive printed matter or reproduce materials protected by the Copyright Laws of this, or any other State.

4. The cost of all materials used in the pursuit of PBA business shall be provided at no cost to the Township by the PBA.

D. The Township shall permit the use of Departmental typewriters under the conditions as set forth in this Section at no cost to the Township and which use shall not interfere with the operations of the Police Department.

1. The PBA shall not remove any typewriter from its designated place of assignment or use.

2. The PBA recognizes that any damage sustained to any typewriter as the result of abuse or negligence incurred while in the pursuit of PBA business shall be repaired or replaced as the case may warrant by the PBA.

ARTICLE X

RESIDENCE

A. The Township agrees that Employees, as defined by this Agreement shall not be required to reside or not reside in any specific place or places other than to require such Employees to reside within the State of New Jersey as a permanent place of residence.

B. Place of residence shall not be considered as a condition of employment or advancement in rank or grade, nor shall it be considered in any manner during the process of employment or advancement in rank or grade, except as provided by N.J.S.A. 40A:14-122.6.



ARTICLE XI

DISCIPLINE

A. No permanent Employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or grade or disciplined in any manner except for just cause. Disciplinary proceedings shall be conducted in accordance with the provisions of the Township Personnel Ordinance and N.J.S.A. 40A:14-147.

ARTICLE XII

TABLE OF ORGANIZATION

A. The Township shall, by Ordinance, which Ordinance may be amended from time to time by Resolution, set forth the authorized allowance of personnel in the following classifications:

- a) Captains
- b) Lieutenants
- c) Sergeants
- d) Corporals
- e) Detectives
- f) Patrolmen

B. The Chief of Police shall, by written Order, which written Order may be amended from time to time by written Order, set forth the authorized allowance of personnel, not to exceed the total authorized Departmental allowance of personnel as set forth by the Township, in the following Departmental Assignments:

- a) Traffic Investigations
- b) Administration Assignments
- c) Criminal Investigations
- d) Juvenile Investigations
- e) Forensic Investigations
- f) Patrol Assignments

C. The Temporary Patrolman is defined for the purpose of this Agreement as any individual employed by the Police Department for the purpose of performing police duties and assignments and shall serve a one (1) year probationary period during which period such Employee(s) may be discharged at any time. Temporary Patrolmen are not covered by this Agreement except as follows:

1. He shall be entitled to sick leave benefits from his ninetieth (90th) day of continuous service, as set forth in the Sick Leave Procedures in this Agreement.

2. He shall be entitled to Health and Dental Insurance coverage from his ninetieth (90th) day of continuous service, as set forth in the Health and Dental Insurance Procedures in this Agreement.

3. He shall be entitled to Overtime, based upon his hourly rate of pay, from his first day of employment, as set forth in the Overtime Procedures in this Agreement.

4. He shall be entitled to Disability Insurance from his first day of employment, as set forth in the Disability Insurance Procedures in this Agreement.

5. He shall be entitled to False Arrest and Liability Insurance coverage from his first day of employment, as set forth in the False Arrest and Liability Insurance Procedures in this Agreement.

6. The benefits as outlined in this Section will, however, in no way affect his temporary status.

ARTICLE XIII

VACANCIES

A. In the event of any reduction in personnel in the Table of Organization as enumerated in this Agreement due to: Retirement, Death, Discharge, Promotion, or voluntary severance from the Department, such vacancy shall be filled within sixty (60) days of an effective date thereof from the existing Waiting List.

B. If the existing Waiting List is exhausted at the time of the vacancy the Township, through the Chief of Police, shall request or call for an appropriate test within thirty (30) days of the effective date of the vacancy and such vacancy shall be filled within thirty (30) days of the promulgation of this list resulting from the said test.

C. Existing Waiting Lists of promotion shall be valid for a period of eighteen (18) months. The Township reserves the right to amend such Table of Organization as it shall deem necessary for the best interests of the Township of Wall, by Ordinance or Resolution.

1. In the event that the Township eliminates a rank in the Table of Organization, the Township agrees to notify, in writing, the President of the P.B.A. Local at least ten (10) days prior to the expiration of the sixty (60) day requirement, as set forth in this Agreement.

2. Upon completion of the testing and issuance of the Waiting List, the said List shall be posted in a conspicuous location within the Police Department Building.

3. The posted Waiting List shall clearly indicate each participant's written test score, oral test scores, board review scores, and any and all other procedural scores used in determining the order or promotion. The list shall clearly indicate in what order each participant stands in for promotion.

D. In the event of any reduction in personnel in the Department Assignments as enumerated in the Chief of Police written Order due to inter-departmental transfer, such vacancy shall be filled within thirty (30) days of an effective date thereof, by the Chief of Police by whatever means the Chief of Police deems proper and correct.

1. In the event that the Chief of Police eliminates a position in the Departmental Assignments, the Chief of Police shall notify the President of the PBA Local, in writing, no later than the thirty (30) day period as set forth in this Section.

2. In the event that the Chief of Police eliminates a position in the Departmental Assignments, the President of the PBA Local shall have the right to discuss the matter with the Chief of Police within thirty (30) days of the expiration of such time period as set forth in this Section.

3. If the matter is not adjusted to the satisfaction of the PBA Local President by the Chief of Police within five (5) days of such request for a meeting, the PBA Local President

shall have the right to discuss the matter with the Township Administrator.

4. If the matter is not adjusted to the satisfaction of the PBA Local President by the Township Administrator within five (5) days of such meeting, or if the Township Administrator fails to meet within five (5) days of such request for a meeting, the matter shall be submitted for binding arbitration.

5. The time limits specified in this Section shall not include Saturdays, Sundays, or Holidays. Such time limits may be extended, shortened, or waived by mutual agreement by all parties involved.

6. The steps specified in this Section may be waived by mutual agreement by all the parties involved.

E. Any position now existing, or hereinafter created, concerning police related work, such as, but not limited to, Records or Records Clerks, shall be filled by an Employee as defined herein; provided, however, the positions of Keypunch-Computer Operator, Secretary, Crossing Guard and Dispatcher are specifically exempt from the application of this provision, and the Township may fill same within civilian personnel, as the Township may deem proper.

ARTICLE XIV  
ANNIVERSARY DATE

A. The Township agrees that the month, date, and year of employment shall be known as the "Anniversary Date", and the exact month and day of employment shall be the Anniversary Date each year thereafter.

ARTICLE XV

CLOTHING ALLOWANCE

A. The Township shall continue to provide Employees all equipment and uniforms necessary for the purpose of their employment.

B. The Township shall allocate Five Hundred Dollars (\$500.00) for each Employee of the Department for the purpose of purchasing uniform replacements.

1. Such account may be drawn upon by each Employee during the year by obtaining the authorized approval for the purchase of uniforms at a place of business, or businesses, designated by the Township. The Chief of Police, or his designee, shall make payment for such items through vouchers directly to the business provided the Employee has received advance approval of the purchase.

2. If an Employee exceeds the Five Hundred Dollar (\$500.00) allowance during the year without authorization by the Chief of Police, such excess should be borne by the Employee.

3. The Chief of Police, or his designee, shall issue a complete and definitive list of authorized uniforms and business places.

4. The Chief of Police or his designee, shall issue an annual statement to each Police Officer showing the amount charged against the officer's uniform allowance. This statement shall be issued following the first yearly purchase and/or thirty days prior to the second yearly purchase.



5. The Township shall pay the cost for the cleaning of two (2) uniforms per officer per week. In accordance with the Local Public Contracts Law, the Township shall designate a local cleaning establishment that will clean the uniforms and payment will be made directly to that cleaning establishment by the Township.

6. The Township will prepare a listing of the uniforms and equipment considered to be included as "standard" purchases under this agreement. In the event that any part of the present uniform and/or equipment is changed or added, then such changes shall be borne by the Township and shall not be considered part of the yearly \$500.00 clothing allowance.

C. A Clothing Allowance in the amount of Seven Hundred Fifty Dollars (\$750.00) per year, payable by the fifteenth (15th) day of January, shall be paid by the Township to all Employees that are assigned plain-clothes duty in the performance of their duties.

1. Each plain-clothes employee shall substantiate the purchase of clothing within sixty (60) days of the issuance of the allowance.

2. Upon notice of transfer out of plain-clothes duty, the Employee will be required to repay all unsubstantiated monies not previously expended by the Employee.

3. Beginning January 1, 1990, the Township will pay the cost for the cleaning of two (2) suits per plain clothes officer per week. In accordance with the Local Public Contracts Law, the Township shall designate a local cleaning establishment that will clean the suits and payment will be made directly

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to the cleaning establishment by the Township.

ARTICLE XVI

COMPENSATION FOR LOSS OF PERSONAL PROPERTY

A. If an Employee in the line of duty suffers damage to any of his personal property, including but not limited to, clothing, jewelry, and glasses, the said Employee may apply to the Township for monetary restitution or replacement of the property.

B. The Township shall not refuse such compensation benefit without just cause.

C. No compensation shall be granted in excess of One Hundred Dollars (\$100.00) per Employee for each and distinct and particular incident or accident.

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ARTICLE XVII

USE OF PERSONAL VEHICLE

A. The Township shall not require Employees to use their personal vehicles for the performance of police business whenever possible. The Township shall provide departmental vehicles for, but not limited to, travel to and from any judicial proceeding in which the Employee is a witness; to and from the Division of Motor Vehicles proceedings in which the Employee is a witness; and criminal investigations or other directed investigations as determined by the Chief of Police, or his designates.

B. The Township shall reimburse all Employee's travel expenses when in the event a departmental vehicle is not available and the Employee is required to use his personal vehicle. The Employee may, upon completion of such trip or trips, submit for payment mileage travelled on the authorized police business. The Township shall not deny such payment without just cause.

1. The monetary compensation for each mile travelled shall be twenty cents (\$.20).

C. The Township shall in the event that mileage compensation is paid to other Township Employees in a greater amount than provided herein, the higher or greater amount shall be paid to the Employees as defined by this Agreement.

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ARTICLE XVIII

HOURS OF WORK AND OVERTIME

A. The Township and the PBA understand and agree that the standard weekly work schedule for Employees covered by this Agreement requires Employee services continuous throughout a seven (7) day week, including a half-hour lunch break on each day of the seven (7) days per week, and the required amount of work hours per Employee per year shall not exceed Two Thousand Eighty (2,080) hours, nor be less than Two Thousand (2,000) hours.

1. The Township agrees that two (2) consecutive days, per seven (7) day week, shall be provided as time off minimum.

B. The Township and the PBA further agree that changes in the existing daily or weekly work schedule which may be necessitated for efficient operation of the work force, prior to the implementation of such changes, the President of the PBA Local shall be notified in writing by the Chief of Police and the PBA President shall have the right to submit written recommendations and to discuss these changes with the Chief of Police.

1. The President of the PBA Local shall be notified of the changes by the Chief of Police at least thirty (30) days prior to the implementation of such changes, but in the event that such changes are the result of an emergent circumstance, such time provision shall be waived by the PBA,



the right of the President of the PBA to discuss the changes shall not be waived under emergent circumstances, but may be discussed after such changes have been effected.

C. The Township agrees that overtime, consisting of time and a half, shall be paid to all Employees covered by this Agreement for hours worked in excess of the normal workday. A normal workday is defined as one (1) of five (5), eight (8) hour days, or one (1) of four (4), ten (10) hour days; or one (1) day of any combination of days and hours consisting of forty (40) hours per week as scheduled by the Chief of Police.

D. Employees shall not be paid overtime for hours of work in excess of normal workday unless such overtime is authorized by the Officer in Charge.

1. The need for overtime shall be at the discretion of the Officer in Charge on a need basis which successful completion of an assignment of investigation is deemed in the best interests and safety of the Township of Wall.

2. Completion of an assignment will be transferred to an on-coming shift when feasible. When it is not feasible for such reasons as work load, or when the Employee is in fresh pursuit, or hot pursuit of an investigation, it shall be deemed that this is of an emergent nature and overtime is authorized.

3. When a Shift Commander or Department Head feels the need for extra or additional manpower, he may authorize such overtime, as per the Rules and Regulations of the Department of the Chief of Police. It is further understood that such

Shift Commander or Department Head is totally responsible for the authenticity of such need.

E. It is recognized that Employees will be required to report to duty in advance of the tour starting time. In accordance with this recognition, no overtime shall be paid for a 15 minute period prior to the commencement of a tour. In the event that the workload of the Department permits, employees may secure their tour of duty 15 minutes prior to the completion of their tour providing that (1) officers from the on-coming tour of duty are in uniform and ready to work and (2) said employee is not assigned to any active investigation or emergent circumstance, as provided in Article XVIII, Paragraph D.

In the event an Employee is required to report earlier than the fifteen (15) minute period prior to the tour, the employee shall be paid the overtime rate for all time worked in excess of the normal hours of work per day.

In the event an Employee is required to work in excess of the normal work day as described herein, overtime shall commence at the end of the tour of a normal work day and not 15 minutes prior to the scheduled end.

F. In the event that an Employee is called into duty, other than his normal assignment, he shall be paid overtime at time and one-half for all time worked during such period, but in no case, shall he be paid less than two (2) hours at time and a half, irrespective of the actual time worked. In the event that an Employee is required to appear as a witness in any judicial proceeding outside of his normal



working hours, arising directly out of his employment, he shall be paid time and a half for a minimum of two (2) hours per day, irrespective of the actual time spent in Court, and time and half for any appearances beyond the two (2) hours, as set forth herein.

G. In lieu of cash payment for overtime, an Employee may receive compensatory time off at the rate of time and one-half, if he chooses. Employees shall have the option of electing to have time off at time and one-half instead of receiving compensation at time and a half for the hours worked in excess of a normal workday.

1. Such time may only be taken when approved and scheduled by the Chief of Police after receiving written request from the Employee.

2. Such written request shall be submitted to the Chief no later than seven (7) days prior to the requested time off.

3. The reason or reasons for the Employee's request for any given time off shall not be considered by the Chief for reasons for approval or denial.

H. A card system shall be continued for the reporting of overtime to the Township for the payment thereof.

1. Each Employee working bona fide overtime shall present such card to the Superior Officer authorizing such overtime within twenty-four (24) hours when ordered by the Superior Officer, or whenever reasonable in the absence of such Superior Officers. Each card shall be given to the

Commander of his Division for authentication, submitted to the Office of the Chief of Police, and submitted thereafter to the Township on a two (2) week basis.

2. Overtime shall be paid on a two (2) week basis. In computing overtime pay which may become due to any such Employee of the Police Department only the annual salary shall be used.

ARTICLE XIX

HOLIDAYS

A. The following shall be recognized as Holidays under this Agreement, paid at eight (8) hours straight time:

New Year's Day	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	General Election Day
Veteran's Day	Thanksgiving Day
Christmas Day	Lincoln's Birthday
Martin Luther King's Birthday	
Each Individual Employee's Birthday	

B. Employees may elect to receive compensation, at the straight time rate, for authorized Holidays, not to include Personal Days, by electing one (1) of the following plans:

1. To be paid for such days in lump sum by the first (1st) working day in December, in separate check. In the absence of written request for time off, as provided in Plan "B" of this Section, the Township shall automatically issue such separate check.

2. Elect time off, not to exceed six (6) days per year, and to fall within the schedule so as not to affect the effective operation of the Department and approved by the Chief of Police through the normal chain of command. The selection is to be submitted to the Chief through the chain of command, in writing,

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prior to the first (1st) day of the year. The Township shall issue a separate check automatically by the first (1st) working day of December for all days not taken as time off.

C. In computing Holiday Pay which may become due to any such Employee of the Police Department, only the annual base salary shall be used.

ARTICLE XX

VACATIONS

A. All Employees covered by this Agreement who have had the length of continuous employment specified in the Table of Anniversary Dates following, shall be entitled to the working time shown as a vacation with pay, at his regular rate of pay:

- a) Second through fifth year..... Two (2) weeks
- b) Sixth through tenth year ..... Three (3) weeks
- c) Eleventh through fifteenth year ..... Four (4) weeks
- d) Sixteenth through twentieth year..... Five (5) weeks
- e) Twenty-first and over ..... Six (6) weeks

B. All Vacation time shall be taken during the calendar year and shall not be cumulative, deferrable, nor compensable in any other manner.

C. Police Officers hired 1/1/89 and thereafter will be limited to a maximum of five weeks vacation. Said employees will be entitled to the five weeks annual vacation at the start of their 16th year of service.

ARTICLE XXI

PERSONAL DAYS

A. All Employees covered by this Agreement shall be entitled to take up to four (4) days off per year, with pay, so as to conduct those personal matters which can only be conducted on regular business days. Only one (1) of the four (4) personal days shall be charged against the Employee's accumulated sick leave.

1. The election of days to be taken shall be subject to the advanced approval of the Chief of Police.

B. All requests for personal days shall be submitted, in writing, to the Chief of Police through the normal chain of command no less than seven (7) working days prior to the requested time off.

1. The Chief of Police may waive the seven (7) days requirement, at his discretion, in an emergent situation.

C. Personal Days may be taken one (1), two (2), three (3), or four (4) days consecutively, or any combination thereof.

D. Personal Days shall not accumulate from year to year.

ARTICLE XXII

JURY DUTY

A. It is the public policy of this Township to encourage Township Employees to perform all their duties and responsibilities of citizenship and accordingly, if any Township Employee is legally selected for Jury Duty, every effort shall be made to enable such Employee to serve as a juror.

B. To the end that Department Heads and the Township Government shall use every reasonable endeavor to aid such Employee in performing Jury Duty, each Employee shall be paid for time served as a Juror in such amount as will compensate the Employee for any loss sustained by the Employee, being the difference between the amount of salary and Juror's compensation for the days required in service as a Juror.

ARTICLE XXIII  
LEAVES OF ABSENCE

A. Leaves of absence, without pay, may be requested by any Employee who shall submit, in writing, all facts bearing on the request to the Chief of Police through the normal chain of command, who will append his recommendation and forward the request to the Township Administrator. Each case shall be considered on its merit and without establishing a precedent.



ARTICLE XXIV

FUNERAL LEAVE

A. Every Employee shall be granted leave, with pay, upon the death of a member of his family. Such leave shall be from the day of death up to and including the day of burial, but not to exceed three (3) days. If the funeral is outside the State of New Jersey, additional travel time up to a maximum of five (5) days, if necessary, may be granted upon receiving prior approval for the same by the Chief of Police.

B. Family shall include: spouse, children, parents, brothers, sisters, and grandparents; spouse's parents, grandparents, brothers, or sisters; or the death of a relative who resides with the Employee or with whom the Employee resides.

ARTICLE XXV

SALARIES

A. The annual base salary for each of the classifications shown shall be as set forth in this Article. All permanent full-time Employees, as defined in this Agreement, shall be paid on the basis of an annual salary. For the purposes of computing overtime, holiday pay, longevity, and any other benefits determined and based upon an hourly rate, the hourly rate as set forth in this Article shall be used for such computations.

In the computation of retirement contributions, those amounts paid to the individual employee for longevity under Article XXVII and for college credits under Article XXXI should be included in the base pay of each Employee and his salary guide shall be increased by the amount due to him for longevity and college credits as provided otherwise herein.

<u>CLASSIFICATIONS</u>	<u>1989</u>	<u>HOURLY</u>	<u>1990</u>	<u>HOURLY</u>	<u>1991</u>	<u>HOURLY</u>
Detective (1st Gr)	\$38,259.84	\$18.39	\$40,938.03	\$19.68	\$43,803.69	\$21.06
Patrolman (1st Gr)	37,723.16	18.14	40,363.78	19.41	43,189.24	20.76
Detective (2nd Gr)	35,195.11	16.92	37,658.77	18.10	40,294.88	19.37
Patrolman (2nd Gr)	34,659.96	16.66	37,086.16	17.83	39,682.19	19.08
Detective (3rd Gr)	34,346.41	16.51	36,750.66	17.67	39,323.21	18.90
Patrolman (3rd Gr)	33,809.74	16.25	36,176.42	17.39	38,708.77	18.61
Detective (4th Gr)	33,497.70	16.10	35,842.54	17.23	38,351.52	18.44
Patrolman (4th Gr)	32,962.54	15.85	35,269.92	16.96	37,738.81	18.14
Detective (5th Gr)	32,648.99	15.70	34,934.42	16.80	37,379.83	17.97
Patrolman (5th Gr)	32,113.83	15.44	34,361.80	16.52	36,767.13	17.68
Probationary	21,869.72	10.51	21,869.72	10.51	21,869.72	10.51

ARTICLE XXVI

TEMPORARY PROMOTIONS

A. Whenever a Patrolman is assigned, in writing, under the authority of the Chief of Police to a higher classification involving and performing higher responsibilities, said Patrolman shall be paid at the hourly rate of said classification.

ARTICLE XXVII

LONGEVITY

A. Each Employee shall be paid, in addition to his current annual base salary, a longevity increment based upon his years of continuing employment in the Police Department of Wall Township, in accordance with the following table of anniversary dates:

- a) Upon completion of three (3) years..... 2%
- b) Upon completion of five (5) years ..... 4%
- c) Upon completion of ten (10) years..... 6%
- d) Upon completion of fifteen (15) years..... 8%
- e) Upon completion of twenty (20) years.....10%

B. Each employee shall be paid, in addition to his current annual wage, longevity increments which shall be added into the employee's base salary, based upon his years of continuous employment with the Wall Township Police Department in accordance with the schedule herein provided. Each Officer shall qualify for his longevity increment on the date of the anniversary of his employment, and such increment shall be paid from, and after such date, and become part of the regular base pay.

C. In computing longevity pay which may become due to any such Employee of the Police Department only the annual base salary in effect on the fifteenth (15th) day of December for each Employee shall be used.

ARTICLE XXVIII

PENSIONS

A. The Township shall continue to make contributions as heretofore to provide pension and retirement benefits to Employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to the provisions of the Statutes and Laws of the State of New Jersey.

ARTICLE XXIX  
INSURANCE BENEFITS

A. The Township shall provide all future retired Employees, who are eligible for full or special retirement under the Police and Firemens Pension Plan, or an Employee who is retired as a result of a disability incurred while in the line of duty, paid up health insurance for themselves and their dependents at the Township's expense, such health insurance as set forth in this Agreement in the following classifications

- a) Hospital Insurance
- b) Surgical Insurance
- c) Major Medical Insurance

B. The benefits provided in this Article shall not terminate upon the employment by any other organization or person after the Employee is retired from the Township of Wall Police Department, unless that Employee is covered with same or similar insurance by a future employer, but they shall terminate upon reaching the age of eligibility for Medicare or Medicaid whichever occurs first.

1. If an Employee is retired for a disability incurred while in the line of duty, such benefits shall not terminate upon attaining the age of eligibility for Medicare and/or Medicaid.

C. The cost of Medicaid and/or Medicare shall be borne by the retired Employee.

D. The Township will provide at no cost to the Employee health insurance coverage as described in the general terms herein, including the spouse and dependent children under nineteen (19) years of age; student under the supplemental coverage up to twenty-three (23) years of age.

a) Hospital Insurance

Blue Cross & Blue Shield  
Plan #280  
Group #0087872

b) Surgical Insurance

Blue Cross & Blue Shield  
Plan #280  
Group #0087872

c) Major Medical Insurance

Blue Cross & Blue Shield  
Plan #280  
Group #0087872

E. A booklet describing the foregoing benefits will be provided to all Employees of the Township of Wall Police Department.

F. In the event that the Township shall provide Hospital, Surgical and/or Major Medical Insurance Coverage plans for other Township Employees with increased or more comprehensive benefits than those provided herein, in that event the increased or more comprehensive benefits shall also be provided for the Employees covered by this Agreement.

G. The Township reserves the right to select the insurance carrier for said Plan, provided the benefits package and benefits are equivalent or are better than those in existence in the current plan.

H. Each full-time Employee with ninety (90) days service shall be enrolled in the Disability Insurance Plan maintained and paid on a non-contributory basis by the Township. The benefit shall terminate upon the Employee's separation from Township service.

1. Any Employee on sick leave and receiving his normal compensation who, in addition qualifies for disability insurance payments shall be entitled during the period he is receiving disability payments to only that portion of his regular salary which, with the disability payments, equals his regular weekly salary.

2. Absence from work resulting from disability not incurred in the course of employment with the Township shall be charged against the Employee's accumulated sick leave, but only to that portion of his regular salary not paid by the disability insurance.

I. The Township shall provide, at no cost to the Employee, dental insurance coverage as described in the general terms herein, including the spouse and dependent children under nineteen (19) years of age; students under the supplemental coverage up to twenty-three (23) years of age.

Dental Insurance

Blue Cross & Blue Shield  
Plan #780  
Group #0087872

J. A booklet describing the foregoing benefits will be provided to all Employees of the Township of Wall Police Department.



K. In the event that the Township shall provide a dental insurance coverage plan to other Township Employees with increased or more comprehensive benefits than those provided herein, in that event the increased or more comprehensive benefits shall also be provided for the Employees covered by this Agreement.

L. The Township retains, the rights to change Dental Insurance Carriers provided the insurance coverage and benefits are equivalent or are better.

M. The Township shall provide such Dental Insurance Coverage as described in this Article.

N. The Township shall provide, at no cost to the Employee, insurance coverage for prescription eyeglasses as described in the general terms herein including the spouse and the dependent children under nineteen (19) years of age; students under the supplemental coverage up to twenty-three (23) years of age.

Prescription Eyeglass Insurance

Blue Cross & Blue Shield  
Plan #780  
Group #0087872

O. A booklet describing the foregoing benefits will be provided to all Employees of the Township of Wall Police Department.

P. In the event that the Township shall provide a prescription eyeglass coverage plan to other Township Employees with increased or more comprehensive benefits than those provided

here, in that event the increased or more comprehensive benefits shall also be provided for the Employees covered by this Agreement.

Q. The Township retains the right to change prescription eyeglass coverage carriers provided the insurance coverage and benefits are equivalent or are better.

R. The Township shall provide, such prescription eyeglass coverage as described in this Article.

S. The Township shall provide, at no cost to the Employee, a prescription coverage plan, the terms of which the employee shall be obligated to pay the first Two Dollars (\$2.00) of each prescription filled. Also included in the coverage will be the Employee's spouse and dependent children under nineteen (19) years of age and students under the supplemental coverage up to twenty-three (23) years of age.

\$2.00 Prescription Coverage

Blue Cross & Blue Shield  
Plan #780  
Group #0087872

T. A booklet describing the foregoing benefits will be provided to all Employees of the Township of Wall Police Department.

U. In the event that the Township shall provide a \$2.00 prescription plan to other Township Employees with increased or more comprehensive benefits than those provided herein, in that event the increased or more comprehensive benefits shall

also be provided for the Employees covered by this Agreement.

V. The Township retains the right to change prescription insurance carriers provided the insurance coverage and benefits are equivalent or are better.

W. The Township shall provide such \$2.00 prescription plan as described in this Article.

X. The Township will allow all future retired Employees to purchase prescription coverage in accordance with Paragraph A, Article XXIX, at the Group Rate.

ARTICLE XXX  
TERMINAL LEAVE

A. An Employee of the Department who retires or is disabled and is eligible for pension under the New Jersey Police and Firemen's Pension System shall be entitled to elect a terminal leave as set forth in Section Two (2) below:

B. Terminal leave shall be leave with full pay taken immediately preceding an expected date of retirement, whether due to disability or not. The Maximum number of paid leave days shall not exceed one hundred twenty-five (125) days and shall be calculated at the rate of one-half ( $\frac{1}{2}$ ) a day's pay, at the rate of pay in effect at the time when the leave begins, for each full day of unused accumulated sick leave up to a maximum of two hundred fifty (250) unused accumulated sick leave days.

C. An Employee who shall take a terminal leave pursuant to the provisions of this Article shall not be entitled to collect a lump sum payment for unused accumulated sick leave as provided in this Article; it being the intention of the parties that the benefit of terminal leave is in lieu of any lump sum payment for unused accumulated sick leave and not in addition thereto.

D. Lump Sum Payment for Accumulated Sick Days.

Under separation in good standing from service, or upon death in the line of duty, or upon retirement, if no terminal

leave is taken, each permanent, full-time Employee, or his widow, or his next of kin as the case may be, shall be entitled to one-half ( $\frac{1}{2}$ ) day's pay, at the rate of pay in effect at the time of separation, death or retirement, for each full day of unused accumulated sick leave, up to a maximum of two hundred fifty (250) days for unused accumulated sick leave in a lump sum payment payable at the time of separation, death, or retirement. Payment is to be made to either the employee, or his widow, or next of kin as whatever the case may be.

ARTICLE XXXI

EDUCATION INCENTIVE PAY

A. In addition to the amount to be paid as annual base salary and longevity pay, each regular full-time Employee of the Department who has achieved the rank of Patrolman third (3rd) grade or higher, and who has been an Employee of the Wall Township Police Department for at least three (3) consecutive years, and who has successfully completed or has completed a course or courses of instruction as herein described, shall be paid an additional yearly sum for each credit earned and approved as herein provided. Said additional payment shall be known as "Educational Incentive Pay", and shall be at the annual rate of Twenty Dollars (\$20.00) per credit. Any employee seeking such benefit must have been eligible for the same on June 30th of each calendar year, and shall have complied with all other provisions of this Article.

1. Said Educational Incentive Pay shall be added into the Employee's base salary, based upon the provisions herein provided.

B. Except as hereinafter provided, in order for courses to be eligible for Education Incentive Pay, they shall be courses given by an accredited college which are completed with a grade of "C" or better or the equivalent thereof. All such courses shall be undertaken on the Employee's own time and expense.

Courses of instruction required by laws, ordinances, or resolutions of the Federal, State, County or Township governments and taken at the Township's expense, shall not be eligible for Education Incentive Pay.

C. Eligibility of such courses for payment shall be as follows:

1. Prior to attainment of an Associate or Baccalaureate Degree, an Employee will be eligible to receive payment for credits earned only in actual law enforcement courses, being those "core courses" which are specifically required by education institutions for a degree in law enforcement or criminal justice. Employees shall not be entitled to payment for credits earned for any elective or general education courses even though required for a degree in law enforcement, or for any courses successfully completed at the New Jersey State Police Academy, even if those courses have been accepted and credited by a college. Payment shall be limited to a maximum of sixty (60) credits.

2. Upon the attainment of an Associates or Baccalaureate Degree, in any major field selected by the Employee, an Employee will be eligible to receive payment for credits earned in courses taken in pursuit of the degree up to a maximum of sixty (60) credits, including elective or general education courses and courses successfully completed at the New Jersey Police Academy, if those courses have been accepted and credited by a college and provided that a minimum of twenty (20) credits in actual law enforcement courses have been earned over

and above the elective, general education and New Jersey State Police Academy courses. No payment will be made either prior to or subsequent to the attainment of a degree for any course for which credit was obtained by means of an examination, such as CLEP credits, or by any other means except classroom attendance at regularly scheduled classes at the institution.

3. The foregoing prohibition against eligibility of CLEP courses, or similar courses for which credit was obtained by means other than classroom attendance, shall not apply to any employee who was in the employ of the Township on July 30, 1982, and who has attained an Associates or Baccalaureate Degree on or before that date.

D. All Educational Incentive Pay shall be computed on the total allowable certified credits possessed by the affected Employee of the Police Department as of June 30 of each year.

E. Employees shall present to the Township Administrator through the Chief of Police by February 2 of each year, a list of courses of study and credit hours of such courses that they intend to pursue and complete prior to June 30 of the same year. Education Incentive Pay shall be payable upon presentation to the Township Administrator by June 30 of each year a proper certification from the Institution attended by the said Employee setting forth the course of study and credit hours completed and grade received for such courses previously submitted by the Employee as aforesaid.



F. Once the Employee has submitted a certified degree and qualified for payment as set forth in Section C.2. the Employee need not submit certification from year to year thereafter, and payment for the number of credits allowable pursuant to Section C.2. shall then be made automatically from year to year thereafter.

G. Following the completion of an Associates Degree, Employees who elect to further their education toward any field of study of their choosing at any accredited college, in the pursuit of a B.A. Degree will be eligible for reimbursement for all tuition and textbooks, for courses successfully completed with a "C" grade or better. Said reimbursement shall be made to the Employee within thirty (30) days of receipt by the Township of an executed voucher supported by documentation of course completion and grade acquisition together with invoices for tuition and books.

H. Employees hired on or after 1/1/89 will not be eligible for "Education Incentive Pay" as set forth in Article XXXI. Employees hired after 1/1/89 will be eligible to further their education as stipulated in Paragraph G of Article XXXI, provided that said employees pursue their education in the field of Criminal Justice.

ARTICLE XXXII  
IN-SERVICE TRAINING

A. The Chief of Police may, at his discretion and upon the approval of the Township Committee, permit time off without loss of pay for Employees to attend courses of instruction and training with necessary tuition and costs to be paid by the Township at such institutions of learning as may be recommended by the Chief of Police and approved by the Township Administrator.

ARTICLE XXXIII

SICK LEAVE

A. Sick Leave, with pay, shall be credited to each permanent, full-time Employee on the basis of one (1) day per month of continuous service with no maximum limit and commencing from January 1, 1969 or date of employment, whichever is later.

B. In all cases of reported illness or disability, the Township reserves the right to have a physician, designated by the Township, examine and report on the condition of the patient-employee to the Chief of Police and the Township Administrator.

C. When the absence on account of illness or disability does not exceed three (3) days, normally, the Employee's statement of the cause will be accepted without supporting statement from his attending physician, although the Township may have an Employee examined by a licensed physician at any time if it elects to do so. The Township also reserves the right to waive this requirement or to require the Employee to be examined by a physician designated by the Township and to have the Employee certified as fit for duty before the Employee returns to work.

D. During protracted period of illness or disability, the Township may require interim reports on the condition of the patient-employee at weekly or bi-weekly period from the attending physician and/or a physician designated by the Township.

When under medical care, Employees are expected to conform to the instruction of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

E. The Township Clerk will receive record cards for each Employee, upon which he/she will record the total Sick Leave. All absences will be maintained upon these cards and all Sick Leave earned and consumed or used for each completed continuous service year will be shown on this record. Employees having exhausted all their Sick Leave will not receive any further Sick Leave or compensation in lieu thereof until same has been accumulated and earned by the Employee's subsequent service.

F. Where Employees have left the Township's employ and subsequently are re-employed, the date of re-employment is to be used as the Employee's service date with the Township for the purposes of crediting Sick Leave.

G. Sick Leave may be allowed for ordinary dental care and for the services of an oculist for normal eye care when such professional services are not readily available outside of work hours.

H. An Employee who is certified as absent on account of a disability or accident caused in the usual hours of his employment and directly in the line of duty, shall not have such absence charged against his Sick Leave.

I. Nothing contained herein shall be considered to be in derogation of, or restrictive of any Statute now in effect

limiting the period during which Municipal Employees may be compensated for leave on account of disability or of illness; such as R.S. 40:11-8 and 40:11-9 pertaining to the Police Department, but these provisions are to be construed and administered in conjunction therewith.

ARTICLE XXXIV

PHYSICAL EXAMINATIONS

A. The Township agrees to provide physical examinations at no cost to the Employee in the following classifications:

1. Employees, in the month of their birthdates, commencing with the 35th birthdate, 37th birthdate, and 39th birthdate.
2. Employees, in the months of their birthdates, commencing with their 40th birthdate, and yearly thereafter.

B. The Chief, or his designate, shall notify all such Employees of the Police Department, in writing, of the date, time, and place of the appointment with the Township Physician, or other physician designated by the Township.

1. The appointment for physical examinations shall be scheduled on the Employee's own time, not subject to the provisions of the Overtime Procedures as set forth in this Agreement.

C. The Township physician shall examine those Employees of the Police Department in accordance with the schedule of appointment as established by the Chief of Police.

D. Upon completion of such examinations, the Township Physician shall prepare and submit a report, in writing, including such recommendations as he deems appropriate in the best interests of each Employee. The original and two copies of the report shall be distributed as follows:

1. Original: Chief of Police - Employee's Personnel File
  2. Copy: Employee's Personnel File
  3. Copy: Employee's Personal Physician
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ARTICLE XXXV  
LIFE INSURANCE

A. After completion of the required probationary period, each full time, permanent Employee shall be provided with, at no cost to the Employee, a Two Thousand Dollar (\$2,000.00) Life Insurance Policy payable to a beneficiary of the Employee's choice.

1. The annual premium for the said policy shall be paid by the Township only until the Employee's separation from the Township service, at which time the Employee may make his own arrangements with the insurance company for the continuation or conversation of the said insurance at his own expense.

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ARTICLE XXXVI

FALSE ARREST AND LIABILITY INSURANCE

A. The Township shall procure, maintain, and provide for all full-time, permanent Employees of the Police Department professional liability insurance coverage, at no expense to the Employee, to include libel, slander, defamation, or violation of right of privacy, occupancy, or false arrest, detention or imprisonment, or malicious prosecution and assault and battery.

1. Such insurance limits shall be One Hundred Thousand Dollars (\$100,000.00) per person; Three Hundred Thousand Dollars (\$300,000.00) per occurrence; and Five Hundred Thousand Dollars (\$500,000.00) aggregate.

B. That since it is against public policy, insurance cannot be obtained for punitive damages, the Township shall not be obligated to provide insurance coverage for punitive claims, nor shall the Township be obligated to pay or indemnify any Employee for any judgment rendered against the Employee for punitive damages.

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ARTICLE XXXVII

SAVINGS CLAUSE

A. It is understood and agreed that if any provisions of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

B. If any such provisions are so invalid, the Township and the PBA shall meet, forthwith, for the purpose of negotiating changes made necessary by the application of the law.

ARTICLE XXXVIII

DURATION

A. If the Township and the PBA agree, in writing, not to meet for the September meeting as set forth in the collective Bargaining Procedure in this Agreement, this Agreement shall be automatically renewed for a period of one (1) year. Upon the completion of the one(1) year extension, the Township and the PBA shall meet as set forth in the Collective Bargaining Procedure as set forth in this Agreement, at which time both parties shall determine if there are to be any changes to the existing Agreement.

B. If negotiations have not been concluded prior to the termination of this Agreement, or if negotiations have not been conducted as set forth in the Collective Bargaining Procedure in this Agreement, this Agreement shall remain in effect during the continuous negotiations until such time as a mutually accepted Agreement has been signed, or a ruling has been rendered by Binding Arbitration.

C. This Agreement shall be in effect as of, and retroactive to January 1, 1989, up to and including December 31, 1991 unless otherwise specifically provided in this Agreement.

ARTICLE XXXIX

GRADES AND RANKS

A. The Township shall issue a complete list of requirements necessary for the advancement of Employees through Grades and Ranks of the Police Department. Such list shall show all prerequisites for advancement through Grades and Ranks and shall include references to present ordinances adopted regarding advancement in Grades and Ranks.

1. Such list shall contain the requirement of "merit" with an express definition thereof.

B. The Township agrees to issue such list of requirements within two (2) months after the signing of this Agreement, and agrees not to change, delete, or add requirements to the list within six (6) months prior to the promotional procedure to advance any Employee in Grade or Rank.

1. In the event that the Township, or its designee, changes, deletes, or adds any requirements to the list, the Township shall notify the PBA Local President a minimum of sixty (60) days prior to the adoption of the changes, deletions, or additions, and the PBA Local President shall have the right to consult with the Township, or its designee, in regards to the proposed changes.

C. The Township agrees that Grade and Rank lists shall not affect Employees in Grade or Rank at the time of adoption, and that any list issued or adopted in the future shall not affect Employee's status in Grade or Rank at the time of adoption.

ARTICLE XL  
MANAGEMENT RIGHTS

A. The Township reserves to itself the sole jurisdiction over matters of policy and retains all rights conferred by applicable laws and regulations to do the following:

1. To direct Employees of the Township.

2. To hire, promote, transfer, assign, and retain Employees in positions in the Township, and to suspend, demote, discharge, or take other disciplinary action against Employees in accordance with all applicable laws and decisions of the State of New Jersey or the Federal Government.

3. To maintain efficiency in the Township and in the operation entrusted to them.

4. To determine the methods, means, and personnel by which operations are to be conducted.

5. To take whatever other actions may be necessary to carry out the matters of the Township; and to carry out, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it, by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decisions, or by appropriate Courts of competent jurisdiction.

B. In recognition of the aforementioned Section, the Township and the PBA agree, that in the event that a decision

is made by the Township, or its designee, affects the employees, as defined by this Agreement, and that such decisions alters conditions of employment at the time of such decision, and does not conflict with the provisions of this Agreement, the PBA Local President shall have the right to consult with the Township, or its designee, on such changes, prior to the implementation of the changes.

ARTICLE XLI  
NO STRIKE CLAUSE

A. The PBA Local will not cause, nor will the PBA Local sanction or support any Member who takes part in any strike, sitdown, sickout, slowdown, in any operation of the Township, or any curtailment of the work or restriction of services or interference with the operation of the Township, or any picketing while in an on-duty status, during the term of this Agreement.

B. The Township shall have the right to discipline, up to, and including, discharge of any employee who instigates or gives leadership to or participates in any strike, sickout, work slowdown, or curtailment of work during the term of this Agreement. Any disciplinary action meted out or imposed by the Township hereunder shall not be subject to the Grievance Procedure of this Agreement.

1. The Township agrees that any disciplinary action taken as a result of an act or actions by Employees, as defined by this Agreement shall be subject to the prosecutres as set forth in Article XI (Discipline).

C. The provisions of this Article shall not be subject to Grievance for the purposes of assessing damages or securing specific performance or any other matter, such matters of law being determined and enforceable in the Court.

D. During the term of this Agreement, the Township agrees that there shall be no lockouts of any member of the PBA Local.

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ARTICLE XLII

FULLY BARGAINED CLAUSE

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. 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.

LOCAL NUMBER 234, NEW JERSEY STATE  
POLICEMEN'S BENEVOLENT ASSOCIATION

BY: Fred J. Lowitz  
Fred Lowitz, President

DATE: April 6, 1989

ATTEST:

Stephen K. Bae  
Vice President

TOWNSHIP OF WALL, MONMOUTH COUNTY  
STATE OF NEW JERSEY

BY: Wesley W. Jost  
Wesley W. Jost, Mayor

DATE: April 3 1989

BY: Paul J. Shives  
Paul J. Shives, Township  
Administrator

ATTEST:

Beatrice M. Gassner  
Township Clerk

DATE: April 3 1989