

**AGREEMENT
BETWEEN
TOWNSHIP OF WALL
AND
WALL TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 234**

JANUARY 1, 2004 THROUGH AND INCLUDING DECEMBER 31, 2008

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ARTICLE 1

PREAMBLE

This Agreement is made and entered into in Wall Township, New Jersey, on the last date set forth on page 80, 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 PATROLMEN'S BENEVOLENT ASSOCIATION, LOCAL 234, hereinafter referred to as the "PBA".

WHEREAS, the Township and the PBA recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation, pursuant to NJSA 34:13A (entitled the New Jersey Employer-Employee Relations Act) to negotiate with the PBA, 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 the Agreement;

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

ARTICLE 2

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 3.
- 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. SENIORITY Shall be defined as an individual officer's time in service as a sworn Police Officer with the Township of Wall Police Department.

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

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

L. MAY is permissive.

M. SHALL is mandatory.

N. ASSOCIATION will mean the same as PBA or PBA Local.

ARTICLE 3

RECOGNITION

The Township hereby recognizes the PBA as the sole and exclusive representative and bargaining agent for all Patrolmen (which includes males and females throughout this entire contract) of the Police Department, for the purposes of collective negotiations with respect to salaries, claims, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

The bargaining unit shall consist of all patrolmen and detectives 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 4

EMPLOYEE RIGHTS

A. Pursuant to NJSA 34:13A1, *et seq.*, 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 NJSA 34:13A1, *et seq.*, other laws of New Jersey, and the Constitutions 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 5

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. The PBA shall be allowed to have paid leave for the following number of PBA representatives for the following events:

1. Two (2) PBA representatives may attend the Fall State PBA convention of five (5) working days on paid leave, and the PBA shall give three (3) weeks notice to Wall Township of the dates and who will be attending.

2. Two (2) PBA representatives may attend the Spring PBA mini convention of five (5) days on paid leave, and the PBA shall give three (3) weeks notice to Wall Township of the date and who will be attending.

All of the above PBA representatives shall be granted leave without loss of pay to attend the above two (2) different functions, additional PBA members may be allowed to attend these functions, but will not be provided paid leave by Wall Township (the additional PBA members who may attend these two (2) functions, plus the Collective Bargaining Seminar, may use personal days, vacation days, compensatory time, etc.).

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 (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 designate.

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

E. The P.B.A. President and State Delegate will be allowed a reasonable amount of time off without loss of time or pay to attend union functions, at the approval of the Chief of Police.

ARTICLE 6

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 meetings 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 (10th) 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 7

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, or by both the Employee and the PBA.

B. (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, Charter, 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.

(2) 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. A grievance shall be brought with the knowledge of the individual employee and with his consent to the grievance.

D. The adjustments of a Grievance shall be sought in four (4) steps as follows:

(1) Step One - Division Commander or appropriate Superior Officer

The aggrieved and/or the PBA shall take up the matter with his Division Commander or the appropriate Superior Officer, as determined by the Chief of Police within thirty (30) calendar 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. The Division Commander or the appropriate Superior Officer shall have fourteen (14) calendar days within which to respond in writing to the grievance, with a written response being sent to the aggrieved and a copy to the PBA. Failure to respond within fourteen (14) calendar days shall be deemed a denial of the grievance.

(2) Step Two - Chief of Police

If the Grievance is not adjusted to the satisfaction of the aggrieved and/or the PBA at Step One, then the PBA and/or the aggrieved within thirty (30) calendar days of management response in Step One, or the expiration of time for response with no response, may take up the matter in writing to the Chief of Police.

The Chief of Police shall have fourteen (14) calendar days within which to respond in writing to the grievance, by sending a copy of his response to the aggrieved and the PBA President. The Chief of Police may have a meeting with the PBA President, grievance chairman,

or the appropriate PBA officials, and the aggrieved, at the sole discretion of the Chief of Police within the fourteen (14) calendar days in which the Chief of Police has to respond.

(3) Step Three - Township Administrator

If the aggrieved and/or the PBA is not satisfied with the response of the Chief of Police or if no written response has been received by the PBA President within fourteen (14) calendar days of the Chief receiving the written grievance; then thereafter the aggrieved and/or the PBA may file a written request for a hearing and a determination to the Township Administrator, at which time all parties of interest shall hold a hearing, at the hearing all parties of interest shall be heard. The Township Administrator shall be in charge of the hearing and may be the hearing officer or may appoint a hearing officer, at the Administrator's sole discretion. At the hearing either party may have a court reporter to transcribe the testimony, evidence, etc.. The hearing shall be within thirty (30) calendar days from the date the Township Administrator receives the written grievance for Step Three. The hearing officer shall deliver his or her written decision within fourteen (14) calendar days from the hearing date to the PBA President, the aggrieved and the Township. Both parties shall have full discovery prior to the hearing.

(4) Step Four - Arbitration

If the grievance is not adjusted to the satisfaction of the aggrieved and/or the PBA within (a) twenty-one (21) calendar days after the final hearing date in Step Three above, or (b) if the Township Administrator or his designee fails to conduct a timely hearing in Step Three, or (c) if no written decision is received by the grievant and the PBA within the fourteen (14) calendar

days from the last date of the hearing in Step Three; thereafter, the matter may be submitted to binding arbitration.

Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted through the above three (3) grievance steps. 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 with written notice to the other party.

The decisions of the Arbitrator shall be final and binding on the association, grievant and the Employer. The arbitrator shall be bound by the provisions 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, then the PBA, through its president, may file the appropriate grievance on behalf

of the two or more members. The PBA President may delegate this authority to any elected official or appoint a grievance chairman who may process the grievance on behalf of the two or more members of the PBA.

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, and/or PBA his rights of appeal as granted by statute or case law.

ARTICLE 8

DUES DEDUCTION

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

1. The P.B.A. Treasurer will advise the finance office of all members' dues deductions.

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 a 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 P.B.A. Treasurer shall notify, in writing, the Township Finance Officer, once yearly the amount of monthly dues to the P.B.A. 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 (15) day of the following month, each month.

D. The Township and the PBA shall adhere to the provisions of NJSA 52:14-15.9d and e in regards to Employer Payroll Deductions.

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

ARTICLE 9

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 P.B.A. for posting notices concerning P.B.A. business and activities, at no cost to the Township.

1. All notices shall be posted only upon the authority of officially designated P.B.A. 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 P.B.A. 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 P.B.A. items and materials at no cost to the Township.

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

C. The Township shall permit the P.B.A. the use of the following equipment and services as outlined in this Section, at no 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, computers within the Department, fax machine, or like machine, print shop and darkroom facilities.

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

5. The parties acknowledge that the Township has a right to issue a memorandum outlining the permitted reasonable and business uses of all Township equipment.

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 10

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 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 NJSA 40A:14-122.6.

ARTICLE 11

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 NJSA 40A:14-147.

B. Bill of Rights:

1a. The Employer will provide the Association (PBA) with copies of all personnel orders as soon as the personnel orders are issued. As used in this section, "personnel orders" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

b. Any Employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

(1) The Employee will be informed prior to the interview if the Employer believes the Employee is a suspect in the investigation.

(2) The Employee will be informed of the nature of the investigation and allegations, and afforded the opportunity to consult with an Association representative prior to an interview. The Employee shall be allowed the right to have an Association representative present during the interview. The opportunity

to consult with the Association representative or to have the Association representative present at the interview shall not delay the interview more than two (2) hours except for minor complaints (incidents for which discipline no greater than oral reprimand may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the Employee will be allowed up to two (2) hours to obtain a representative to assist him in the interview.

(3) With the exception of telephone interviews, interviews shall take place at Employer facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

(4) The Employer shall make a reasonable good faith effort to conduct these interviews during the Employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.

(5) The Employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the laws of the State or the United States.

(6) Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion.

(7) The Employee shall be entitled to such reasonable intermissions as he shall request for personal necessities.

(8) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the Employee about information which is developed during the course of the interview.

(9) If the Employer tape records the interview, a copy of the complete interview of the Employee, noting all recess periods, shall be furnished, upon request, to the Employee. If the interviewed Employee is subsequently charged and any part of any recording is transcribed by the Employer, the Employee shall be given a complimentary copy thereof.

(10) Interviews and investigations shall be concluded with no unreasonable delay.

(11) The Employee shall be advised of the results of the investigation and any future action to be taken on the incident.

(12) When the investigation results in Departmental charges being filed against the Employee, the Employee, upon written request, will be furnished with a copy of the reports of the investigation which will contain all known material facts of the matter to include any tape recordings at no cost. The Employee will also be furnished with the names of all witnesses and complainants who will appear against him or her and/or whose statements will be used against him or her.

ARTICLE 12

PROBATIONARY PATROLMEN

A. The Probationary 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, who shall serve a probationary period of one (1) year from the date of graduation from the Police Academy, with a maximum probationary period of eighteen (18) months from date of hire, except for PTC certified employees, who will have a one-year probationary period from the date of hire. During this probationary period, the employee may be discharged at any time. Probationary 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 sick leave benefits from his ninetieth (90th) day of continuous service, as set forth in Article 29 of 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 probationary status.

7. He will be granted four (4) personal days not to be used until ninety (90) days after graduation from the Police Academy or date of hire.

8. He shall be paid for his attorneys fees as if a regular non-probationary patrolman as set forth in NJSA 40A:14-155, other statutory provisions, and other provisions set forth in this contract and in the rules and regulations of the Town.

ARTICLE 13

VACANCIES

A. 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. 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.

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

ARTICLE 14
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.

B. 1. The Employee shall advance for pay purposes only from probationary pay to 6th grade patrolman pay one year from the anniversary date as defined in Paragraph A, but for all other purposes shall be considered Probationary Patrolman as defined in Article 12 until the probationary period expires as provided in that Article.

2. The maximum 18-month probationary period shall not affect each employee's rights to vacation days, longevity pay, sick leave benefits, retirement calculations, and any other benefit in this contract, state law, etc., which relies on years of service.

ARTICLE 15
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 the following clothing allowances for 2004, 2005 and 2006 affecting Patrolmen and Detectives which shall be credited to their individual clothing allowance accounts consistent with past practices:

	<u>Patrolmen</u>	<u>Detectives</u>
2004	\$550.00	\$ 950.00
2005	\$600.00	\$1,000.00
2006	\$650.00	\$1,050.00

C. An Employee's clothing allowance 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 direct to the business provided the Employee has received advance approval of the purchase.

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

E. 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.

F. 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.

G. 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 clothing allowance.

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

I. 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.

J. 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 to the cleaning establishment by the Township.

K. The purchasing and replacement of vests are not an item which will be considered to be purchased with the clothing allowance as set forth above. The Township shall pay for the purchase and replacement of protective vests as needed and required as determined by the manufacturer, subject to the grievance procedure, and the replacement and purchase of vests shall be liberally construed in favor of purchasing a new protective vest. The replacement or new vest shall be of at least a grade and quality of those owned by other members of the Wall Police Department, and the protective vest should be a Minimum Threat Level 3A.

ARTICLE 16

COMPENSATION FOR LOSS OF PERSONAL PROPERTY

A. Prior to September 1, 1998, 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. No compensation shall be granted in excess of One Hundred (\$100.00) Dollars per Employee for each and distinct and particular incident or accident.

B. Effective September 1, 1998, 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, then the Township shall replace any lost or damaged property at replacement value, except for jewelry which will have a \$100.00 limit per occurrence. Glasses shall not be included as jewelry.

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

ARTICLE 17

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 traveled on the authorized police business. The Township shall not deny such payment without just cause.

1. The monetary compensation for each mile traveled shall be thirty-eight cents (\$.38).

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.

D. The Township shall pay to each Employee \$1.00 per year as additional compensation for use of Employee's vehicle.

ARTICLE 18

HOURS OF WORK AND OVERTIME

A. The Township and the PBA understand and agree that a 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, same 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 one 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 18, 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.

Provided that an employee has reported at least fifteen (15) minutes prior to the commencement of a tour, overtime for work performed after his shift but contiguous therewith, shall commence fifteen (15) minutes prior to the scheduled end of his regular shift. If the employee has not reported at least fifteen (15) minutes in advance of his regular tour starting time, overtime shall commence at the end of the tour of a normal work day and not fifteen (15) minutes prior to the scheduled end. Even though the tour of duties are now listed on the hour, for example, a shift may be scheduled from 7:00 a.m. to 3:00 p.m., but this actual shift would be from 6:45 a.m. to 2:45 p.m., and if an employee starts work at 6:45 a.m., then overtime would begin at 2:45 p.m.

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

actual time worked. However, beginning September 1, 1998, an Employee shall be paid a minimum of four (4) hours at time and a half, irrespective of actual time worked for all call-in time, except Municipal Court, which overtime for municipal court shall continue as before with a two (2) hour minimum. From January 1, 1998 through August 31, 1998, an Employee who 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 a half for any appearances beyond the two (2) hours, as set forth herein. Thereafter, beginning September 1, 1998, all call-in time for judicial appearances as required above shall be paid at time and a half for a minimum of four (4) hours per day, except Municipal Court, which will have a two-hour minimum at time and a half, irrespective of the actual time spent in Court, and time and a half for any appearances beyond the four (4) hours or two (2) hours set forth above.

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 five (5) 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 Officer. Each card shall be given to the Commander of the 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 an Officer's base pay and applicable longevity as well as that Officer's College incentive stipend (if applicable) shall be used. In this regard it is acknowledged that Officers hired after 1989 are not eligible to receive said College incentive stipend pursuant to prior agreements between the PBA and the Township.

I. 1. Effective January 1, 2004, the applicable off-duty rate of pay will be the relevant overtime rate applicable to each non-probationary Officer working an authorized off-duty job. For example, a Patrolman First Grade's salary during the 2004 calendar year is \$80,490.00 and therefore the applicable hourly off-duty rate for this Officer for the purpose of

the application of this Article shall be \$58.37 in 2004; i.e. the regular hourly rate of this Officer being \$38.91 while the time and one-half overtime rate would be \$58.37.

2. Effective January 1, 2004, the applicable off-duty rate of pay for all Probationary Police Officers shall be \$35.00 an hour. Upon the completion of an Officer's probationary period and that Officer's placement on the Grade 6 step of the salary schedule the provisions of Article I, paragraph 1, as referred to above, are fully applicable regarding the defining of the relevant overtime rate applicable to each non-probationary Officer working an authorized off-duty job.

J. An employee may switch (swap) shifts with another Employee, but the Employee shall notify the Chief of Police a minimum of one (1) day notice, which approval shall not be unreasonably denied. In no case will shift switch swap result in any additional expenses to the Township.

ARTICLE 19

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. After January 1, 2001 an employee will not have the option of taking the six (6) days off, because all holiday pay shall be included in base salary as set forth in Paragraph D below.

C. Prior to January 1, 2001, in computing Holiday Pay which may become due to any such Employee of the Police Department, only the annual base salary shall be used. After January 1, 2001, employees will not be receiving holiday pay because it will be included in base salary pursuant to Paragraph D below.

D. Beginning January 1, 2001 for all employees, holiday pay shall be included into the employee's base salary of the bi-weekly pay for purposes of pension contributions. The holiday pay shall be paid bi-weekly as part of the normal regular periodic bi-weekly paychecks. This holiday pay shall be paid for 112 hours as calculated in Paragraph C. From this amount, the Township shall deduct 8.5% annually from the gross amount of holiday pay. The result shall be the holiday pay per year for an employee. This holiday pay shall not, however, be used for calculation of overtime or for calculation of the following years base salary.

ARTICLE 20

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) years
- 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, except if an Employee is out of work on a work-related injury and/or Workmen’s Compensation, and is unable to use his allotted vacation and personal days. In this situation the vacation days that are carried over must be used within the first ninety (90) days of an Employee’s return to full duty, as long as the use of said vacation time does not result in the Township incurring additional overtime liability as a result of the utilization of this carried over vacation time.

C. Police officers hired January 1, 1989 and thereafter will be limited to a maximum of five (5) weeks vacation. Said Employees will be entitled to the five (5) weeks annual vacation at the start of their 16th year of service.

ARTICLE 21

PERSONAL DAYS

A. All Employees covered by this Agreement shall be entitled to take up to five (5) 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 five (5) 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 one (1) day prior to the requested time off.

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

C. Personal days must be taken one (1), two (2), three (3), four (4) days or five (5) days consecutively or any combination thereof.

D. Personal days shall not accumulate from year to year, except if an Employee is out of work on a work-related injury and/or Workmen's Compensation, and is unable to use his allotted vacation and personal days. In this situation the personal days will be carried over into the following year and must be used within the first ninety (90) days of the Employee's return to full duty, as long as the use of said personal days does not result in the accrual of any additional overtime liability on the part of the Township.

ARTICLE 22

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 the 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 23

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 24

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 the 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 for the purpose of applying paragraph A above 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.

C. Every Employee shall be granted leave, with pay, not to exceed one day of bereavement upon the death of an uncle, aunt, niece or nephew for the purpose of attending funeral services.

ARTICLE 25

SALARIES

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 27 and for college credits under Article 31 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; therefore, to comply with the pension regulations, the payments for Longevity and College Credits shall be paid in regular, periodic installments in accordance with the payroll cycle of the employer.

Salary Guides - The applicable salary guides for Patrolmen and Detectives hired both prior to January 1, 2001 and after January 1, 2001 are annexed hereto as Appendices "A" and "B".

ARTICLE 26

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.

B. Temporary Assignments to Detective Bureau and Patrol.

It is the intent of this provision to comply with General Order 99-3, which is hereby incorporated in its entirety and is set forth below. The purpose of this provision is to set forth the method by which a police employee holding a rank of Patrolman is to be compensated when the employee is assigned by the Chief of Police to Detective Bureau on a temporary basis. This shall also provide for the compensation to receive by a full-time Detective on a temporary assignment to the Patrol Division.

I. PURPOSE

The temporary assignment to the Detective Bureau is to provide additional training to personnel. The temporary assignment provides for additional exposure to the investigative process, exposure to a wider variety of cases, and additional training which may not be necessarily be available to the patrol division. At temporary assignment to the Detective Bureau is an assignment, not a promotion.

II. POLICY

A. It shall be the policy of this department that compensation for a temporary assignment will not include the salary differential received by a "full time" Detective.

Personnel assigned to the Detective Bureau on a temporary basis shall remain at the compensation that they were receiving in the Patrol Division. In addition, any further compensation based upon the annual salary of the employee shall remain to be based upon the annual salary of that employee. This shall include any on-duty overtime, Holiday pay, and longevity.

B. Any "full time" Detective that is to be reassigned to the Patrol Division on a temporary basis shall continue to receive compensation at the annual salary he/she was receiving as a "full time" Detective. Any compensation based upon the annual salary, i.e. overtime, Holiday pay, and longevity, shall be paid at a rate based upon his/her annual salary as full time Detective.

C. Clothing allowances for temporary members of the Detective Bureau and full time members of the Detective Bureau that are temporarily assigned to the Patrol Division shall be as follows:

1. Two hundred seventy-five dollars (\$275.00) shall be put on account with the vendor responsible for providing uniform clothing for the police department.

2. Four hundred seventy-five dollars (\$475.00) shall be provided to the employee in the form of a check for the purchase of plain clothes. (Members on temporary assignments receive one-half of each Division's clothing allowance because they worked one-half of the year with each Division).

ARTICLE 27

LONGEVITY

A. 1. 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%

2. Effective September 1, 1998, the longevity schedule for new employees, hired after September 1, 1998, shall be as follows:

- a) Upon completion of six (6) years..... 2%
- b) Upon completion of eight (8) 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 28

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 29

INSURANCE BENEFITS

A1. The Township shall provide all future retired Employees, who are eligible for full or special retirement under the Police and Firemen's Pension Plan, or an accidental disability retirement, paid up health insurance for themselves and their dependents as set forth in this Agreement in the following classifications:

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

A2. The Township shall provide all future retired Employees, who are eligible for ordinary disability retirement with at least seven (7) years service with the Township, paid up health insurance for themselves and their dependents 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 frassifications:

(a) Hospital Insurance

ÄÄÆÆâç : Employee's Personal Physician

ARTICLE 35

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 or privacy, occupancy, or false arrest, detention or imprisonment, or malicious prosecution and assault and battery.

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

C. The Employee may pick the attorney of his choice at the discretion of the Township's insurance carrier.

D. During the first year of employment, all new employees shall be covered by Article 35.

ARTICLE 36

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 37

DURATION

A. The Township and the PBA shall meet as required by New Jersey Statute and shall bargain in good faith in attempt to amicably resolve a successor contract.

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, 2004, up to and including December 31, 2006 unless otherwise specifically provided in this Agreement.

ARTICLE 38

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 advancements 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 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.

D. Any Employee who receives a favorable recommendation under the merit criteria for advancement in grade will be promoted to the next grade effective on his anniversary date. The Township agrees to budget sufficient funds to pay for said promotions during the term of the Contract.

ARTICLE 39

MANAGEMENT RIGHTS

A. The Township reserves to itself the sole jurisdiction over matters of police 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,

ARTICLE 41

LIGHT DUTY

A. The Police Department's light-duty policy will be implemented for off-duty injuries. The light duty will be approved by the Township approved Physician and will be at the sole discretion of the Chief of Police.

B. The police department shall have a light duty policy pursuant to the maternity leave provisions of this contract and pursuant to New Jersey law and federal law. The light duty assignments shall be approved by the pregnant employee and her physician, not the Township physician or the Chief of Police.

ARTICLE 42

APPLICABILITY OF TOWNSHIP OF WALL HANDBOOK

If the provisions of the Township of Wall Employee Handbook contradict or are in conflict with this Agreement, then this Agreement shall govern and those provisions of the handbook will not apply. It is agreed the following provisions of the handbook, although not limited to these, shall not apply: 4.5d - the use of comp time within one year, 4.6 c - 6 months absence and an employee may be terminated, 4.1-Probationary Period and 4.6c.

ARTICLE 43

FULLY BARGAINED CLAUSE

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which here 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.

The parties hereunto set forth their consent to enter into this Agreement and are hereby bound by the terms of it:

LOCAL NO. 234, NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION

DATE: _____

By: _____
STEVE POWERS, PRESIDENT

DATE: _____

By: _____
, STATE DELEGATE

TOWNSHIP OF WALL, MONMOUTH COUNTY
STATE OF NEW JERSEY

DATE: _____

By: _____
, MAYOR

ATTEST:

, TOWNSHIP CLERK

