

(Sept 24, 2012)

**AGREEMENT**

**Between**

**THE TOWNSHIP OF WASHINGTON**

**And**

**THE SUPERIOR OFFICERS ASSOCIATION OF  
THE FRATERNAL ORDER OF POLICE  
GLOUCESTER COUNTY REGIONAL LODGE # 86**

**AN AFFILIATE OF**

**THE FRATERNAL ORDER OF POLICE,  
NEW JERSEY LABOR COUNCIL, INC.**

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**JANUARY 1, 2010 THROUGH 12:00 A.M. JANUARY 1, 2017**

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**PREAMBLE**

THIS AGREEMENT, made and entered into Washington Township, Gloucester County, New Jersey, \_\_\_\_\_, 2012, between the TOWNSHIP OF WASHINGTON, hereinafter referred to as "Township" and THE SUPERIOR OFFICERS ASSOCIATION OF THE FATERNAL ORDER OF POLICE, GLOUCESTER COUNTY REGIONAL LODGE # 86, AN AFFILIATE OF THE FRATERNAL ORDER OF POLICE - NEW JERSEY LABOR COUNCIL, INC., hereinafter referred to as the "FOP".

WITNESSETH:

WHEREAS, it is in the interest and purpose of the parties hereto to promote and improve the labor relations of the Washington Township Police Department; and

WHEREAS, the well being of the Employees and the efficient administration of the Washington Township Police Department are benefited by providing Employees the right to negotiate with respect to the conditions of their employment; and

WHEREAS, effective labor-management relations within the Police Department depend upon a clear statement of the contractual rights of the Employee.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I**  
**RECOGNITION**

Section 1:

The Township hereby recognized the FOP as the sole and exclusive representative of all Superior Officers of the Washington Township Police Department, to include all Captains and Lieutenants, for the purpose of collective negotiations with respect to enforcing the terms and conditions of employment.

Section 2:

During negotiations for the renewal of this Contract or for the execution of a new Contract, authorized representatives of the FOP shall be excused from their normal duties without loss of pay for such period of negotiations, provided that there shall be no more than two (2) representatives so excused at any one time.

**ARTICLE II**  
**NON-DISCRIMINATION**

The Township and the FOP agree that there shall be no discrimination against any Employee because of race, creed, color, religion, sex, national origin, disability or political affiliation as per Federal and/or State law.

The Township and the FOP agree that all Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any Employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the FOP against any Employee because of the Employee's membership or non-membership or activity or non-activity in the FOP.

The rights of both the Township and the employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

### ARTICLE III RETIREMENT

Section 1:

Employees shall retain all pension rights as police officers under New Jersey Statute and Township Ordinance. Upon retirement, an employee shall be issued both an identification card and badge indicating their rank upon retirement and retirement status.

Section 2:

Employees retiring due to length of service or on disability pension shall be paid a lump sum payment at their normal base pay, the total amount due, for each full day of earned and unused accumulated leave days, up to a maximum number of ninety days for existing Superior Officers (as of the date of ratification of this agreement) and 80 days for employees who become Superior Officers following the date of ratification. Payment shall be based on the average annual compensation received during the last twelve (12) months of employment prior to the effective date of retirement.

All employees must request compensation for earned and accumulated leave days (accumulated as of the beginning of the 21st year), to be paid beginning in the 21st year of his/her employment, and continuing in years 22, 23, 24, and 25. Payment shall be based on a maximum of 90 days for existing Superior Officers and 80 days for those promoted to Superior Officer after the date of ratification of this agreement. The yearly payments shall be for one-fifth

(1/5) of the employee's unused and accumulated leave fixed until retirement as of the date of the initial request (e.g., at the 21st year, the employee has accumulated \$35,000 worth of leave time; the employee will be paid \$7,000 per year in years 21, 22, 23, 24, and 25). For those officers who have already begun selling back their time (i.e., those in the 24<sup>th</sup> year who began selling back in 2012), the dollar value of compensation is fixed as of December 31, 2012. They will be compensated in 2013 (for year 24) and 2014 (for year 25). The earned leave time in years 21 through 25 and beyond may be accrued but will have no cash value.

Superior Officers are required to notify the Mayor or Township Business Administrator and the Chief of Police at least six (6) months prior to retirement or pending retirement. The notice shall be written and is to include the anticipated date of retirement.

The Township reserves the right to postpone final payment until the first pay period of the subsequent budget year in the event sufficient notice is not given to ensure the availability of funds in the current year's budget.

Section 3:

The Township agrees to maintain full coverage of all medical plans for a retiring Employee, spouse and dependants in good standing either on pension or medical disability so long as the Employee has a minimum of 25 years of creditable service in the PFRS system and a minimum of fifteen (15) years service with the Washington Township Police. Any Employee hired as of 1/1/02 will be grandfathered. In the event of the death of the employee/retiree, the spouse and dependent shall continue to receive the benefit regardless of what plan or carrier is in effect unless the spouse remarries and is eligible to receive health insurance on another's policy. The Township is not required to cover the costs of Medicare Part B for those hired after the signing of this agreement.

Section 4:

Upon an Employee's death, all benefits earned herein shall be paid to their beneficiary(ies) as designated in Section 4 of this Article and in their pension insurance policy.

Section 5:

Any Employee hired after January 1, 2011, must enroll in Medicare B upon reaching age 65 and designate the Township insurance coverage as secondary. Employee would be required to pay any costs associated with Medicare B after age 65.

Section 6:

Employees agree to contribute to the cost of health care insurance premiums as provided for in P.L. 2011, C. 78. For those active employees who are not exempt from health care contributions for post retirement health care as per P.L. 2011, C. 78, the cost of Medicare Part B will be offset by a reduction in the co-pay of premiums in an amount equal to the Part A and Part B premium. Active employees who are exempt will be reimbursed for the cost of medicare Part A and B premiums. This provision does not apply to employees who become superior officers subsequent to the ratification of this agreement.

**ARTICLE IV**  
**LEAVE OF ABSENCE AND OTHER LEAVES**

Section 1: Military Leave

Military leave will be granted in accordance with the law.

Section 2: Bereavement Leave

A leave of absence, with pay, shall be granted to an Employee desiring such leave because of a death in the immediate family as listed below:

1 Working Day – Aunt/Uncle

- 2 Working Days – Grandmother/Grandfather
- 5 Working Days – Father-in-Law/Mother-in-Law  
Brother-in-Law/Sister-in-Law
- 7 Working Days – Mother/Father/Brother/Sister
- 15 Working Days – Spouse/Son/Daughter/Grandchildren

In the event of the death of any other relative, accumulated leave days may be utilized. Proof of the death and relationship is required at the Township's discretion. Additional days of leave may be granted by the Department Head as administrative leave, without pay, due to extenuating circumstances at the request of the Employee.

Section 3: Paid Leave

All Superior Officers shall be entitled to paid leave based upon the length of time employed as hereinafter provided. Any Officer on a successful disciplinary suspension for more than fifty percent (50%) of any month shall have their benefit prorated accordingly.

Section 4: Number of Leave Days

Completed 8 years of service	36 days
Completed 10 years of service	41 days
Completed 16 years of service	42 days
Completed 17 years of service	43 days
Completed 18 years of service	44 days
Completed 19 years of service	45 days
Completed 20 years of service	46 days

Section 5: Scheduling Leave

Annual leave shall be granted in accordance with the following procedure:

- A. From January 1<sup>st</sup> through 31<sup>st</sup> of each year, leave for the calendar year shall be scheduled upon request with priority given to departmental seniority.
- B. On or after February 1<sup>st</sup> of each year, annual leave shall be granted upon request with priority given to the order in which the requests were received.



C. Employees electing to utilize individual leave days may do so in the following manner:

1. All leave may be utilized as individual days off if the Employee so elects. However, Employees who have earned thirty seven (37) or forty two (42) leave days may pre-schedule and secure no more than five (5) of their individual days during January. Employees who have earned forty three (43) or more leave days may pre-schedule and secure no more than ten (10) of their individual leave days during January. All other individual leave day requests shall not be submitted more than thirty (30) days prior to the requested day(s) off.

2. On or after February 1<sup>st</sup>, complete "block weeks" of leave requested for use during the months of May, June, July and August, shall have priority over individual day leave requests when both are submitted and received simultaneously for coincidental leave days.

D. Employees may utilize a complete "block week" of leave during their last scheduled work week of a particular calendar year, even though it may begin in one calendar year and end in the next, with the leave being charged to the previous year's account.

1. Employees unable to utilize their allotted leave within a given calendar year due to extended illness or injury, or when deferred by the Township for any reason, shall be eligible to utilize said leave within the following calendar year. Ten (10) days may be carried over without reason.

E. There will be no deadline by which leave must be submitted. However, it is the obligation of the employee to schedule and utilize leave in accordance with this

Article.

F. All time that is requested must be submitted at least five (5) days prior to the day requested for approval. Failure to do so may result in denial for the time off. Above does not apply to single day off requests.

G. All Superior Officers cannot have scheduled time off at the same time. At least one Superior Officer must be working throughout Monday to Friday in any given week.

Section 7: Accumulating Leave

A Superior Officer may accumulate five (5) days per year up to a total bank of 90 days for existing Superior Officers and 80 days for those becoming Superior Officers subsequent to the ratification of this agreement.

Any Officer promoted to the rank of Lieutenant must cash in the excess accumulated leave days over the number one hundred fifteen (115) at the rate of pay prior to the promotion. The days must be cashed-in on or before May 1<sup>st</sup> of the current year if the promotion is before annual sick leave buy-back or on or before May 1<sup>st</sup> of the subsequent year if the promotion is after the annual sick leave buy-back. If a Superior Officer becomes disabled and must retire due to service or non-service related injuries or illness, then the Superior Officer will be paid for all accumulated and unused leave days in the bank, providing that the total number of days does not exceed ninety days.

An Officer may be excused from duty for illness by their supervisor. They will be charged an hour leave time for each hour of leave taken.

**ARTICLE V**  
**INJURY LEAVE**

Section 1.

In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any leave days benefits otherwise provided herein, he may be entitled to full pay for a period of up to one (1) year. "Full pay" shall be defined as the Employee's net salary (take home pay).

If an Employee returns to work from injury leave for less than one (1) year, they may return to injury leave for the same injury for an additional period of time which, when added to the initial period of leave, totals no more than one (1) year.

When an Employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the Employee submits a new injury claim due to an independent event causing re-injury or new injury.

Section 2.

When an Employee requests injury leave, they shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the Employee is entitled to injury leave is initially made by the Township's workman's compensation carrier with the final determination, if necessary, to be made by the workman's compensation bureau or court. When and if it is finally determined that the injury or illness is not work related and that the Employee is not entitled to job injury compensation, the Employee shall be denied injury leave and shall have all time off charged against his or her accumulated leave.

When an Employee is granted either “conditional injury leave” or “injury leave”, the Township’s sole obligation shall be to pay the Employee the difference between their regular pay and any compensation, disability or other payment received from other sources paid by the Township. At the Township’s option, the Employee shall either surrender and deliver any compensation, disability or other payments to the Township and receive their entire salary payment, or the Township shall pay the difference.

Section 3.

Any Employee who is injured, whether slight or severe while working, must make an immediate report as soon as possible to their immediate supervisor.

Any Employee, while engaged in their official duties, who becomes injured, comes in contact with any substance, animal or insect known to be harmful, contagious or contaminating or comes into physical contact with any person who is known to carry a contagious or infectious disease or where the Employee comes into contact with body fluids of any person or animal, shall immediately report the incident to their immediate supervisor.

Section 4.

It is understood that the Employee must file an injury report, when physically able, with their immediate supervisor so that the Township may file the appropriate worker’s compensation claim. Failure to so report said injury may result in the failure of the Employee to receive compensation under this Article.

Section 5.

The Employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that they are unable to work, and the Township may reasonably require the Employee to present such certificate from time to time.

Section 6.

If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the Employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

Section 7.

In the event the Township appointed physician certifies the Employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the Employee disputes the determination of the Township appointed physician. Then the Township and the Employee shall mutually agree upon a third physician, who shall then examine the Employee. The cost of the third physician shall be borne equally by the Township and the Employee. The determination of the third physician as to the Employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the Employee fit to return to duty, injury leave benefits granted under this article shall be terminated.

**ARTICLE VI**  
**HOLIDAYS**

Section 1: Designation of Holidays

The following are included in paid leave days. Any employees required to work on a holiday shall be granted a day off in lieu of any additional compensation.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2: Declaration of Holidays

If a holiday is declared by the President of the United States, or Governor of the State of New Jersey, employees shall be entitled to such holidays in addition to all other holidays previously established.

**ARTICLE VII**  
**HOURS OF WORK**

All Employees will work a 2080 hour per year work schedule.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

The purpose of this Article is to settle all grievances between the Township and the members of the FOP as quickly as possible so as to insure efficiency and to promote employee morale. A grievance is defined as any argument of dispute between the Township and the FOP involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within *fifteenth* (15) working days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

**STEP ONE**

The FOP representative, the aggrieved party(ies) and the Chief of Police or his designee shall, within fifteen (15) working days of said filing, meet and attempt to settle the matter. If a settlement is not reached, the FOP shall furnish a written statement of the grievance to the Chief on a form provided by the Township. The Chief or his designee and the FOP representative shall each file a written report of their findings of fact, conclusions and recommendations in addition

to a written statement, with the Director of Law Enforcement, within fifteen (15) working days of their meeting.

STEP TWO

The Director of Law Enforcement shall conduct a Hearing no later than fifteen (15) working days from the receipt of said findings, conclusions and recommendations. Prior notification for said meeting shall be given to all interested parties. Present for said hearing shall be the Chief of Police, the FOP representative and interested persons. The Director shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Director is not able to obtain an amicable settlement at this time he shall, within fifteen (15) working days, render a written decision resolving the dispute and serve same upon the respective parties.

If the aggrieved party(ies) or the FOP object to the Director's decision, they shall, within five (5) working days of the Director's written decision, request a Hearing with the Business Administrator. This Hearing shall occur within fifteen (15) days of the receipt of said request. Interested parties shall be furnished with advance written notice of the scheduled Hearing.

STEP THREE

Upon compliance with the requirements of Step Two (or Step One as applicable), the Business Administrator shall conduct a Hearing. Present at which shall be interested parties, the Director of Law Enforcement, the Chief of Police, and the FOP representative. The Administrator shall make all reasonable attempts to reach a settlement satisfactory to all parties. If an amicable settlement is not achieved, the Business Administrator shall, within fifteen (15) working days, render a written decision resolving said dispute and serve same upon the respective parties.

#### STEP FOUR

Upon compliance with the requirements of Step Three, the Mayor shall schedule a Hearing, present at which shall be all persons required in Step Three, and the Mayor. The Mayor may designate another person as Hearing Officer, but must be present and remain the final deciding authority. The Mayor shall make all reasonable attempts to reach a settlement satisfactory to all parties. If an amicable settlement is not achieved, the Mayor shall, within *fifteen* (15) days, render a written decision resolving said dispute and serve same upon respective parties.

#### ARBITRATION

If the aggrieved party(ies) or the FOP disagree with or object to the decision of the Mayor, they may, within twenty (20) working days of receipt of the Mayor's written decision, file for Binding Arbitration. Said request for Arbitration may also be filed for by the Township. The filing party shall serve written notice of same with the other parties. Only grievances related to the interpretation and application of the specific provisions of this Agreement shall be arbitrable. No other issues may be submitted to the arbitrator.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the Public Employee Relations Commission and shall be bound by their rules and regulations. The cost of the arbitrator shall be shared equally by the Township and the FOP. The decision of the arbitrator shall be final and binding upon both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the



State of New Jersey and the United States and decisions of the Courts of the State of New Jersey and the United States, where applicable.

The arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering their written decision, the arbitrator shall indicate their findings of fact and reason for their decision.

NOTE: If an amicable settlement of the dispute is reached upon mutual agreement by the parties in any of the above Steps, said agreement shall be reduced to writing and signed by the respective parties.

### ARTICLE IX ATTENDANCE AT SCHOOLS

#### Section 1: Police Academy and Technical Schools

Any Employee attending a police academy or other police training academy recognized by the New Jersey Police Training Commission with the permission of the Chief of Police shall be compensated straight time pay to complete the course.

#### Section 2: College Attendance

For purposes of college attendance and reimbursement, employees who are attending college courses must be matriculated into an associates degree program, a baccalaureate program or a master's degree program. Those programs include those areas directly relating to or furthering police work (i.e., police science, police administration, public administration, criminal justice, law and public safety, computer science, homeland security, forensics, and language (other than English). The Township reserves the right to determine which programs are directly related to or furthering police work. For the purpose of attending college in respect to police related subjects or degrees, the Officer shall be granted a maximum of six (6) hours per shift

cycle while on duty without loss of time or pay. This agreement is only if the Officer is on a swing-shift schedule. In the event the Officer is on a steady shift schedule, this privilege shall not be granted. During the time the Officer is attending classes, the police vehicle can be used as his mode of travel, with only one (1) vehicle being used for this purpose per shift. Limited area is Rowan University, Gloucester County College, and Camden County College for use of the police vehicle.

Section 3: Tuition Reimbursement

Eligible courses for tuition reimbursement, or in certain cases, tuition prepayment, shall be limited to four (4) courses per year at the prevailing county college or state college rate. Such schooling may be through formal academic institutions, professional association seminars, etc.

In the case of courses requiring purchase of books, the Township will pay for books and all books will become property of the Township. Student fees and registration fees will be paid. College courses beyond the level of a Bachelor's degree must be for a police related Master's degree program and will be paid at the prevailing state college rate (i.e., Rowan or Stockton). Student and registration fees will be paid only if the courses are mandatory and will only be reimbursable with a grade of "C" or better.

**ARTICLE X**  
**REIMBURSEMENT FOR EXPENSES**

Section 1: Legal Expenses

If an Employee is a defendant in any action or legal proceeding arising out of a directly related and lawful exercise of police powers in the furtherance of his official duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding.

If the action is criminal or quasi-criminal in nature (e.g., municipal court), the Township shall reimburse the Employee a reasonable amount for the services of the attorney selected by the Employee to represent them provided that the Township payment for such legal fees shall be limited to the median attorney rates appropriate to Gloucester County. Said payment is conditional upon the Employee being found not guilty.

In all civil actions, the Township or the Township's insurance carrier shall choose the attorney to represent the police officer. Should the insurance carrier notify the police officer that their defense is subject to a reservation of rights or, in other cases where potential liability to the officer exists, the Township shall permit the police officer to retain an attorney to monitor the case on behalf of the police officer. Said monitoring functions shall be coordinated with the Township solicitor and the Township shall reimburse the employee for the services of the attorney selected by the employee to represent him provided that the Township's payment for such legal fees shall be limited to the median attorney rates appropriate to Gloucester County.

The obligation to provide a defense shall not apply in disciplinary proceedings instituted against the employee by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on the complaint of the municipality be dismissed or finally determined in favor of the member or officer, they shall be reimbursed for the expense of their defense.

#### Section 2: Indemnification

The Township shall indemnify where legal to do so and hold the officer harmless from all liability for all acts committed while on duty when such acts are not willful, malicious, or the result of drunkenness voluntarily induced by the employee.

#### Section 3:

The Township agrees to reimburse employees for police-related meals and mileage at rates not to exceed the Internal Revenue Service per diem rates.

Section 4:

Reimbursement for all these actions as provided in the Article will be made at the first pay in the following calendar month, provided that all the expenses provided in this Article are presented no later than seven (7) days prior to the month preceding payment.

**ARTICLE XI**  
**CLOTHING**

Section 1:

The Township shall make an initial issue of clothing which shall include at the minimum, but not limited to the following items:

- |   |  |
|---|--|
| Ten (10) Shirts                                   | Two (2) Badges                             |
| One (1) Pair of Galoshes<br>(or rubber overshoes) | One (1) raincoat                           |
| Five (5) Pair of pants                            | Two (2) Clip-on Ties                       |
| One (1) Pair of Shoes                             | Two (2) Nameplates                         |
| One (1) Overcoat                                  | Six (6) Sets of Insignia of Rank of Office |

Section 2:

The Township shall purchase and issue fifty (50) rounds of duty ammunition every year for each Employee.

Section 3:

The Township shall purchase and issue duty ammunition for the number of qualification rounds required by the County/State or the Township, whichever is greater, per year.

Section 4:

Original issue of clothing, equipment, hardware items such as handguns, holsters, belts and straps, handcuffs, nightsticks, etc., shall be supplied by the Township. Replacement of

above items is the sole responsibility of the employee. The Chief of Police may order an employee to replace any item at the employee's expense if, in the opinion of the Chief, the item does not meet the Department's standards. The employees' base salaries have been adjusted by \$500.00 to compensate the employees for clothing expenses. In January of any contract year, either party may request that the salaries be reduced by \$500.00 and the prior practice of clothing purchases be reinstated.

Section 5:

The Township agrees not to change the basic uniform or any portion thereof currently utilized by employees without providing the necessary sums for the purchase of such new items.

**ARTICLE XII**  
**EQUIPMENT**

No Employee shall be required to perform without being furnished proper equipment. The Township agrees to conform to all manufacturing requirements dealing with warranty and maintenance with regard to equipment except in emergency situations. The Township also agrees that it will immediately attempt to effect repairs to police vehicles so as to prevent injury or loss to life due to faulty equipment.

**ARTICLE XIII**  
**COURT TIME**

Officers attending court on their off-duty time which arises out of a police function shall be compensated on an hour-for-hour basis, portal to portal, for time actually spent. There shall be a minimum of one (1) hour's compensation.

ARTICLE XIV  
COMPENSATORY TIME/OVERTIME PAY

Section 1: Rate of Pay

Lieutenants and Captains are to use a flex time schedule to prevent the need to have compensatory time (except as provided herein) or overtime costs. On-call compensation in the amount of \$750 for weekly Command Officer On-Call Status shall be paid in the first pay period on November.

Section 2: Daily Rate of Pay

A day's pay for each employee shall be determined by dividing their annual salary, by 2080 hours, then multiplying by eight (8) hours.

Section 3: Accrued Compensatory Time

Compensatory time accrued prior to becoming a Lieutenant or Captain shall be placed in a separate compensatory bank and shall be available for use by the employee or by the employee receiving a financial compensation for such compensatory time. If the Township wishes to pay the employee upon his/her promotion for the value of the accrued compensatory time then the employee will have the option of taking the payment over a period of time or in one lump payment.

ARTICLE XV

RETENTION OF BENEFITS

The Township agrees that all lawful benefits and terms and conditions of employment existing at the commencement of the Agreement shall be continued in effect in accordance with New Jersey law.

**ARTICLE XVI**  
**SALARIES**

**Section 1: Paydays**

Paydays will continue as they are currently constituted under the present system.

**Section 2: Base Salary**

Base salary for the purpose of the Agreement shall be the highest salary that an employee is duly authorized to receive at the beginning of each calendar year.

Effective January 1, 2010, all present employees shall be paid in accordance with the following:

January 1, 2010: 0% increase  
January 1, 2011: 2%  
January 1, 2012: 2%  
January 1, 2013: 2.5%  
January 1, 2014: 2.5%  
January 1, 2015: 2.75%  
January 1, 2016: 2.75%

**ARTICLE XVII**  
**HEALTH AND INSURANCE BENEFITS**

**Section 1:**

The Township shall continue to maintain and provide all insurance now in effect and agree to defend and satisfy any judgment which may be rendered against any Employee for any action arising out of employment with the Township.

**Section 2:**

Employees agree to contribute amounts for health care premiums/costs as per P.L. 2011, C. 78 which shall continue throughout the duration of this agreement. Employee will receive health insurance for himself, spouse and dependents with a hospital plan equivalent to or better

than the benefit level currently provided by Township, and made part of this agreement as Appendix A.

Section 3: Dental Plan

The Township shall provide a dental insurance plan for each member, spouse and dependents. The plan shall be the Delta Dental III or better.

Section 4: Prescription Plan

The Township agrees to provide the Employee and his family with a co-pay prescription plan with a co-payment of \$10.00 for generic drugs and/or medications and \$15.00 for all other drugs and/or medications.

Section 4:

The Township shall provide full health insurance coverage for all employees, spouse and dependents if the Employee is disabled in the line of duty.

Section 5:

The Township shall provide group Accidental Death and Dismemberment insurance for each Employee in the amount of one and one half (1½) times their annual salary with proof of coverage provided upon reasonable request. Benefit to be paid to either Employee or beneficiary(ies).

Section 6:

The Township agrees to cover the beneficiary or dependents of an Employee killed in the performance of his duty by continuing to issue the Employee's full salary paychecks for a period of six (6) months thereafter.

Section 7: Long Term Disability Income Policy



The Township shall maintain the current Disability Income Benefits Program contracted by Canada Life (or its equivalent). The policy shall cover Employees for any serious injury or illness, non-duty related, up to age 65. Coverage shall provide for a minimum of sixty percent (60%) of the employee's annual salary.

Section 8: Communicable and/or Serious Diseases

Any Officer diagnosed as having contracted a serious communicable disease within two (2) years after retirement or separation from the police department and that said disease can be attributed to action taken in the line of duty as substantiated by any official incident report, said Officer shall be eligible for appropriate health benefits.

Section 10: Officer Medical Examinations

Every Superior Officer may be required to have a medical examination every two (2) years. Said physical will be paid for by the Township and conducted by a physician of the Officer's choice. A fee for such an examination will be established by the Township based on the Southern New Jersey district's "usual and customary medical fees".

**ARTICLE XVIII**  
**SEVERABILITY**

Should any provision of this Agreement be found to be contrary to the law, severing of such provision shall only occur after action by a tribunal of highest appeal. The severed provision shall then be subject to immediate renegotiation within the framework of the law.

**ARTICLE XIX**  
**SERVICE RECORDS**

Each employee shall be entitled to inspect their service record upon request between the hours of 0900 and 1600 on any workday. The Chief of Police may deny inspection of said

records if he feels the employee has been making an unreasonable number of requests. An employee, after reviewing his/her service file, may place a response statement of clarifying notation on a separate piece of paper to address any information or communication in the file within ten days of the employee's review of the file.

## ARTICLE XX

### REPRESENTATION FEES

Section 1:

The FOP President shall submit to the Township personnel office a list of names of employees covered by this Agreement who are not currently dues-paying members. The Township, in compliance with State law and this Agreement, will deduct from non-member employees in this bargaining unit a representation fee equal to eighty-five percent (85%) of the amount set for the FOP members (this amount will be determined by the FOP Treasurer and is to be paid by payroll deduction).

Section 2:

It is agreed by the parties to this Agreement that the Township shall have no other obligation of liability, financial or otherwise (other than set forth herein), because of actions arising out of the understanding expressed in the language of this Article. It is further understood that once the funds thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

Section 3:

FOP Regional Lodge No. 86 shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or

representation fees resulting from any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under this Article.

Section 4:

A demand and return system is established and this Article is in compliance with New Jersey law regarding agency shop fees.

**ARTICLE XXI**  
**RULES AND REGULATIONS**

Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Association before they are established.

All written rules and regulations shall be provided to the Association immediately upon promulgation.

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any other national, state, county or local law or regulations, nor shall the Township deny the Association or any employee their rights under the law.

**ARTICLE XXII**

**DISCIPLINE APPEALS PROCESS**

The discipline process shall comply with the Washington Township Rules & Regulations and the Attorney General Guidelines. Discipline shall be corrective and progressive in nature. However, Township reserves the right to terminate the employment of employee depending upon the nature and severity of the offense/violation. To the extent practicable under the facts and circumstances, non-disciplinary counseling notice should be used prior to any

disciplinary actions. Disciplinary actions can be a documented "Verbal Reprimand" a "Written Reprimand", a "fine", or a "Suspension" or in extreme cases "Termination". The appeals process for minor (considered 5 days suspension value or less) discipline shall be undertaken through the grievance procedures provided herein, however not to include counseling notices or reprimands. Major (in excess of 5 days value) may be appealed through the courts of competent jurisdiction.

### ARTICLE XXIII MAINTENANCE OF OPERATIONS

The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that the Association will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Association or its members.

**ARTICLE XXIV**  
**TERM OF AGREEMENT**

**Section 1:**

This Agreement shall cover the period nunc pro tunc from January 1, 2010, to Midnight January 1, 2017.

**Section 2:**

Negotiations for renewal of this Agreement, or for the execution of a new Agreement, shall begin no later than August 1, 2016.

**Section 3:**

This Agreement shall not be changed or altered in any way during the Agreement term without the written consent of both parties.


**Section 4:**

This Agreement shall continue to bind the parties during any period beyond December 31, 2016, until such time as a new Agreement is signed between the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first aforesaid.

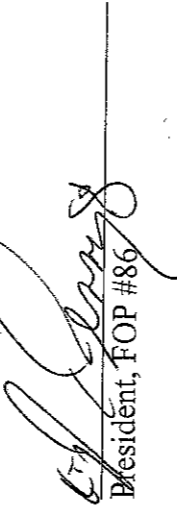
FOR THE TOWNSHIP:

  
Mayor

  
Robert Smith, Business Administrator

FOR THE ASSOCIATION / FOP:

  
Washington Twp SOA

  
President, FOP #86

  
Attest: Mary Lee Bergh, BMC  
Municipal Clerk

RESOLUTION NUMBER 162 - 2012

WASHINGTON TOWNSHIP  
GLOUCESTER COUNTY

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH THE  
SUPERIOR OFFICERS ASSOCIATION OF THE FRATERNAL ORDER OF POLICE  
GLOUCESTER COUNTY REGIONAL LODGE #86

WHEREAS, the Township of Washington has negotiated with the Superior Officers Association of the Fraternal Order of Police, Gloucester County Regional Lodge #86, for a Contract to define the terms and conditions of employment; and


WHEREAS, the Township recognized the FOP as the representative of the Superior Officers, which include all Captains and Lieutenants; and

WHEREAS, after due deliberation and discussion, Township Council has determined that it is appropriate to authorize the Mayor and Business Administrator to execute the Contract; and

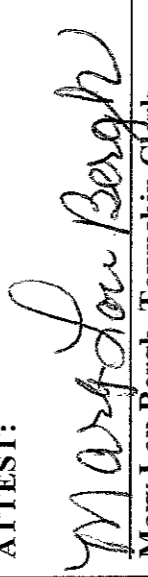
WHEREAS, funds are available for said purpose.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Washington, County of Gloucester and State of New Jersey, that the Mayor and Business Administrator be and hereby are authorized and directed to execute the Contract with the Superior Officers Association of the Fraternal Order of Police, Gloucester County Regional Lodge #86, said Contract attached hereto and incorporated by reference herein. This Resolution was adopted at a meeting of the Township Council on September 26, 2012, and shall take effect immediately.

TOWNSHIP OF WASHINGTON

BY:   
Daniel Morley  
Council President

ATTEST:

  
Mary Lou Bergh, Township Clerk

	MACDOWELL	NEWMAN	D'ORAZIO	DELBORRELLO	MORLEY
YES	✓	✓		✓	✓
ABSTAIN					
NO					
ABSENT			✓		
RECUSE					