



# WASHINGTON TOWNSHIP

MUNICIPAL OFFICES  
MORRIS COUNTY  
LONG VALLEY, NJ 07853

43 Schooley's Mtn. Rd.  
908-876-3315  
Fax 908-876-5138

July 30, 2018

Stephen E. Trimboli, Esquire  
Trimboli & Prusinowski, LLC  
268 South Street  
Morristown, New Jersey 07960

Re: Superior Officer's Association  
Collective Bargaining Agreement  
Resolution #R-108-18

Dear Mr. Trimboli:

At a meeting held on July 16, 2018, the Washington Township Committee adopted Resolution #R-108-18, authorizing the execution of a Bargaining Agreement with the Superior Officer's Association for a period from January 1, 2018 to December 31, 2021. A copy of the resolution and an executed agreement are enclosed for your records.

Sincerely,

Nina DiGregorio  
Township Clerk

Cc: Public Employment Relations Commission  
Chief Jeff Almer  
Andrew Coppola, CFO

# RESOLUTION OF THE TOWNSHIP OF WASHINGTON

*Morris County, New Jersey*

No. R-108-18

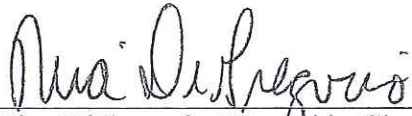
Date of Adoption: July 16, 2018

**Title or Subject:** AUTHORIZE EXECUTION OF CONTRACT – WASHINGTON TOWNSHIP SUPERIOR OFFICER’S ASSOCIATION

WHEREAS, the Washington Township Committee and the Washington Township Superior Officer’s Association have agreed on a Collective Bargaining Agreement for the period from January 1, 2018 to December 31, 2021.

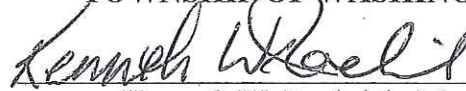
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Washington, Morris County, New Jersey, that the Mayor and the Clerk are authorized to execute a contract with the Washington Township Superior Officer’s Association for the period of January 1, 2018 to December 31, 2021.

ATTEST:



Nina DiGregorio, Township Clerk

TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF WASHINGTON



Kenneth W. Roehrich, Mayor

*I, Nina DiGregorio, Township Clerk, do hereby certify that the foregoing resolution was adopted at a meeting of the Township Committee held on July 16, 2018.*

\_\_\_\_\_  
Nina DiGregorio, Township Clerk

\_\_\_\_\_  
Date

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE WASHINGTON TOWNSHIP SUPERIOR OFFICER'S  
ASSOCIATION  
AND  
WASHINGTON TOWNSHIP, MORRIS COUNTY, NEW JERSEY  
JANUARY 1, 2018 – DECEMBER 31, 2021**

**AGREEMENT FOR**  
**WASHINGTON TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION**

This Agreement, entered into this 16<sup>th</sup> day of July 2018, by and between the Township of Washington, of the County of Morris and State of New Jersey, hereinafter called the "Township" and the Washington Township Superior Officer's Association, hereinafter called "Superiors," representing the complete and final understanding on all bargainable issues between the Township and the Superiors.

Superiors defined are the Lieutenants and Captains of the Washington Township Police Department.

**ARTICLE I**  
**TERM OF AGREEMENT**

The term of this Agreement shall be for the period commencing January 1, 2018 and ending December 31, 2021.

**ARTICLE II**  
**RECOGNITION AND SCOPE**

The Township hereby recognizes Washington Township Superior Officer's Association, as the sole and exclusive negotiating unit for all Captains and Lieutenants in the Washington Township Police Department under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law. This Agreement shall govern all Terms and Conditions of Employment of the Washington Township Police Department Superior Officers.

**ARTICLE III**  
**CONDITION OF OUTSIDE EMPLOYMENT**

The Township agrees that outside employment by the members of the Superior Officer's Association may be permitted by the Chief of Police providing the activities do not interfere with the employment or duties required by the Township for police employment. It is recognized and acknowledged that their duties as police officers must be fulfilled without impairment from outside employment.

**ARTICLE IV**  
**GRIEVANCE**

The employee or the Majority Representative shall have the right to take a grievance on any issue involving his working conditions, employment and infringement of rights arising under this contract.

Any Public Employee taking a grievance under this contract shall, at his request, have as assistance a representative and/or an attorney of his choosing at the second level or any succeeding level.

Any representative chosen by the grievant from the ranks of the Washington Township Superior Officers Association shall not be penalized by the Township and time off to assist in the prosecution of the grievance shall be granted.

Any grievance which may arise between the parties concerning a provision in this Agreement, including the application, meaning or interpretation of this Agreement, or any grievance which may arise out of or between the Public Employee concerning any matter which is related to or affects the Public Employee in his capacity as a Superior shall be settled in the following manner:

1. The SOA shall give notice of the grievance to the Chief of Police within ten days (10) of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate.



**ARTICLE IV**  
**GRIEVANCE (CONTINUED)**

2. In the event that the grievance is not settled or resolved within ten (10) working days from the date written notice was given, the Chief shall forward a copy of the grievance to the Township Administrator. The Township Administrator shall have twenty-one (21) calendar days from receipt to respond to the grievance.
3. The SOA shall have ten (10) days from the date of the Administrator's response or from the expiration of the twenty-one (21) calendar day period if the Administrator fails to respond, to request that the grievance be submitted to the Township Committee. It shall then be incumbent upon the Mayor of the Township to arrange a meeting, within thirty (30) calendar days of receipt of the grievance by the Mayor and Township Committee, unless the parties agree to a later date, at a reasonable time and place at which time the employee and his/her representative and/or attorney of his choosing shall be given an opportunity to be heard by the Township Committee.
4. If the grievance is not settled or resolved at the Township Committee level, the SOA shall have the right to submit the grievance to binding arbitration within twenty (20) calendar days in accordance with the rules and procedures of the Public Employment Relations Commission.
  - a. The arbitrator's decision shall be set down in writing, and

shall set forth his findings of fact, reasoning and shall be without power to make any decision which requires the commission of any act prohibited by law, or which is violative of the terms of the contract between both parties. The decision of the arbitrator shall be submitted to both sides simultaneously, and shall be binding on both sides.

- b. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township and the Majority Representative. The party incurring same shall pay any other expenses incurred.
- c. All actions taken on grievances must be reduced to writing and a copy supplied to the employee.
- d. A grievance or dispute shall be deemed settled and resolved if, during any step in the grievance procedure, the employee entertaining the grievance gives written notice that the matter has been settled to his/her satisfaction. Said written notice may be by notation upon the original notice of the grievance or by separate notation. In either event, the party bringing the grievance or dispute must sign same.

**ARTICLE V**  
**SALARIES**

Salaries for Captains and Lieutenants are set forth as follows:

	1/1/2018	1/1/2019	1/1/2020	1/1/2021
Lieutenant				
Step 1	\$116,287	\$118,555	\$120,867	\$123,284
Step 2	\$121,328	\$123,694	\$126,106	\$128,628
Step 3	\$126,366	\$128,830	\$131,343	\$133,970
Captain				
Step 1	\$117,371	\$119,659	\$121,993	\$124,433
Step 2	\$123,608	\$126,018	\$128,475	\$131,045
Step 3	\$129,841	\$132,373	\$134,954	\$137,653

- A. If a Lieutenant is promoted to the rank of Captain, he/she will assume the same step for the rank of Captain as in the previous Lieutenant step (ie., Step #2 Lieutenant = Step #2 Captain; Step #3 or more years as Lieutenant = Step #3 Captain).
- B. Salary step increments for Lieutenants and Captains shall take place on the date of promotion to that rank and annually thereafter on the anniversary date of promotion.

**ARTICLE V**  
**SALARIES (CONTINUED)**

- C. Longevity payable under this Agreement shall be considered part of, and reported to the New Jersey Division of Pensions as, part of the regular base rate of compensation. However, no such amounts shall be included in the calculation of negotiated annual salary increases under this Agreement. As used in this paragraph, "service" shall include all years of employment which are credited to the officer for purposes of the New Jersey State Police and Fire Retirement System.
- D. Each officer certified as an EMT before January 1 of the current year shall receive an annual \$500 stipend. Each officer certified as an EMT between January 1 and July 1 shall receive a stipend of \$250 for the current year. New hires are required to be certified within eighteen months from date of hire or within such time as the Chief, in his sole discretion, may establish by way of department rule and regulation.

**ARTICLE VI**  
**OVERTIME AND SPECIAL DUTY**

- A. The work week and salary for the Washington Township Superior Officers Association shall be computed on the basis of a (40) forty hour week. Said week shall be determined in accordance with the rotating shift schedule prepared by the Chief of Police.
- B. On certain occasions, Superiors may be required to work overtime. The following rules will apply for the years 2018 through 2021.
1. Exceptional overtime will be compensated at the rate of one and one-half (1 ½) times the salary after 40 hours for all hours assigned and worked. Exceptional overtime shall mean items such as natural disaster, massive explosion, etc. The township agrees to pay the minimum three (3) hours for exceptional overtime.
  2. In lieu of any overtime or other payment, employees will be paid at the flat rate of \$70.00 per hour for a minimum of four hours for “Contractors” work, which is scheduled through the Township and reimbursed to the Township by the Contractor. The Township rate for the use of the police vehicle and administrative costs will be an additional \$27.00 per hour.
- C. The Township agrees to pay overtime after forty (40) hours when an

## ARTICLE VI

### OVERTIME AND SPECIAL DUTY (CONTINUED)

off-duty Superior is called out of his home for unscheduled duty such as: special raids, fatality investigations or emergency duty. The township agrees to pay a minimum of two (2) hours for unscheduled overtime.

- D. Compensatory time may be allowed and shall be earned at time and one-half (1 ½) after 40 hours. Compensatory time may be taken only with prior approval of the Chief of Police or his designee based on manpower needs and other departmental requirements to be spelled out and included in the Rules and Regulations.
- E. The Township reserves the right to call no more than three (3) full staff departmental meetings per year that are mandatory in attendance and without compensation to the officer.

## ARTICLE VII

### HOLIDAYS

Full time employees shall receive twelve (12) paid holidays as per Washington Township Ordinance.

The above days are to be taken as holidays, except pursuant to the following:

A. For the year 2014 a total of eight (8) days of the holiday day pay will be included in the base salary for distribution every other week. For the year 2015 a total of ten (10) days of the holiday day pay will be included in the base salary for distribution every other week. For the year 2016 and subsequent a total of twelve (12) days of the holiday day pay will be included in the base salary for distribution every other week.

This compensation will not become part of the base for salary increase purposes.

B. Compensation for these holidays shall be paid at a rate equal to the hourly wage of the Superior.

C. Holidays payable under this Agreement shall be considered part of, and reported to the New Jersey Division of Pensions as, part of the regular base rate of compensation. However, no such amounts shall be included in the calculation of negotiated annual salary increases under this Agreement.

**ARTICLE VIII**  
**COLLEGE INCENTIVE**

All full time members of the Washington Police Department are eligible to receive annual compensation for college credits or tuition based on the following plans:

**PLAN A:** For all members of the Department employed prior to December 31, 1988, and continuing for the full term of their employment, payment will be made at the rate of \$14.00 for each credit attained. These credits must be acceptable at an accredited college towards an Associates or Bachelors degree in Law Enforcement, Criminal Justice, Public Administration or Police Administration (“Approved Degree Programs”). Payment is to be made after the Officer presents a voucher approved by the Chief of Police and acceptable documentation. Acceptable documentation shall be all of the following: (1) a legible transcript from the college/university showing courses taken and grades attained; (2) copy of college/university requirement for degree being pursued, including required total credits for degree. No credit will be considered if a minimum grade of “C” or its equivalent (or a passing grade for a pass/fail course) has not been awarded in the subject. Annual compensation for college incentive shall be allowed while the Officer is actively pursuing credits toward a degree.

The levels set forth are to be used in determining active pursuit of degree:

Level No. 1 - 12 credits up to and including 23 credits

Level No. 2 - 23 credits up to and including 35 credits

Level No. 3 - 36 credits up to and including 50 credits



Level No. 4 - 51 credits up to and including 65 credits  
Level No. 5 - Associates of Arts Degree  
Level No. 6 - 79 credits up to and including 90 credits  
Level No. 7 – 91 credits up to and including 102 credits  
Level No. 8 – 103 credits up to and including 117 credits  
Level No. 9 – 118 credits up to and including 130 credits  
Level No. 10 – Bachelor’s Degree – Maximum of \$1,680.00

Failure to increase from one level to a higher level within two-(2) year period shall cause the compensation to revert to a five (5) if above such level, and revert to not compensation if below five (5). Probationary Patrol Officer’s are not eligible for this compensation.

**PLAN B:** Any member of the Department employed on or after January 1, 1989, shall receive 100% tuition reimbursement plus cost of books (with receipts) upon completion of the course with a grade of “C” or better (or passing grade for a pass/fail course) for courses of study in connection with Approved Degree Programs. Under this Plan B, payment shall be made only for courses necessary to obtain an Associate’s and Bachelor’s degree.

**PLAN C:** Any member of the Department employed on or after January 1, 1997, shall receive 80% tuition reimbursement plus cost of books(with receipts) upon completion of the course with a grade of “C” or better(or a passing grade for a pass/fail course) for courses of study in connection with Approved Degree Programs. Under this Plan C, payment shall be made only for courses necessary to obtain an Associate’s and Bachelor’s degree.

**PLAN D:** In lieu of Plan A, B, or C (but not in addition thereto), any member of the Department shall receive 50% tuition reimbursement plus cost of books(with receipts) upon completion of the course with a grade of "C" or better(or passing grade for a pass/fail course) for courses of study in connection with Approved Degree Programs, or degree program(s) otherwise approved by the Township Committee. Under this Plan D, payment shall be made only for courses to a Master's Degree.

Miscellaneous Provisions:

- (1) Under all plans, it shall be the obligation of the employee to provide to the Employer official notification from the school before the end of the first semester as to the number of credits required for the degree being sought, and the precise course requirements.
- (2) Employees receiving payment under Plan A may receive benefits under Plan D (Master's Degree) provided they permanently waive the annual payments due under Plan A. In such cases, benefits under Plan D will not be available until the calendar year following the last payment made under Plan A.
- (3) Employees who are eligible for payments under Plan A (whether or not they currently receive such payments) may receive benefits under Plan C, provided they permanently waive their entitlement to and/or payments under Plan A. In such cases, benefits under Plan C will not be available until the calendar year following the last payment made under Plan A.

- (4) Employees who have completed degree requirements under Plan B or Plan C, or who have entered the Department with an Associate's or Bachelor's Degree in an Approved Degree Program, may then receive benefits under Plan D (Masters Degree).
- (5) If the required documentation has been submitted by the employee, benefits under this Article shall be paid not later than the last pay period in February of each year.
- (6) For employees in either Plan B, C or D the Township will reimburse up to fifty dollars (\$50.00) per semester for academic fees (ie. lab fees, etc.) which are connected with the approved degree program.

Employees hired after January 1, 2018 shall not be entitled to any benefits under the college incentive article.

**ARTICLE IX**  
**PRIVATE VEHICLES**

Superior Officers will not use their own vehicles for official purposes, nor will mileage be paid therefor, except as directed by the Chief of Police, in which case payment will be at the IRS per mile reimbursement rate.

**ARTICLE X**  
**SICK LEAVE**

A. Full time employees shall receive the following sick leave:

Up to one (1) year of service – twenty (20) hours per quarter.

After one (1) year of service - eighty (80) hours per year.

B. On the first pay period of the new year, the superior officers shall receive pay for fifty percent (50%) of any unused sick days from the prior year.

E. Each full time employee shall receive additional sick leave in the amount of three (3) days for each year of service under the following circumstances: Hospitalization, Major Illness or recuperation which requires the employee to miss more than ten (10) consecutive working days. This added sick leave shall apply only to those days over and above the ten (10) consecutive work days missed due to hospitalization or recuperation. A Doctor's certification will be required to establish eligibility.

D. In addition to the sick leave granted pursuant to Paragraphs A and C, for any single major illness or hospitalization which extends more than twenty-four (24) days, paid sick leave will be granted from the twenty-fifth (25<sup>th</sup>) day to the one hundred eighty-second (182<sup>nd</sup>) day. Proof of the eligibility for extended benefits will be required in the form of a Doctor's certificate. The Township reserves the right to send the employee to a Township selected doctor. The expense to be paid by the Township.

**ARTICLE X**  
**SICK LEAVE (Continued)**

E. Any time sick leave is taken, the annual allotment of sick time shall be utilized first prior to the use of the "Extended" sick leave granted pursuant to Section C and D.

F. No more than 364 total days of extended sick leave may be taken within two (2) years.

G. Employees hired after Jan, 1, 2014 must be employed by the township for twelve (12) months to be eligible for extended sick leave.

H. The position of an employee on extended sick leave will be held (unpaid) for 90 days after the expiration of extended sick leave by the end of which the employee will have to be examined and certified as able to return to work by a township doctor at the Township's expense.

I. 1. Transitional light duty will be offered on a temporary basis for employees who temporarily cannot perform the essential functions of their positions due to injury, illness or other medical condition from which they are recovering , provided such light duty positions are available. An employee requesting transitional light duty must supply the Chief of Police with an appropriate statement from a qualified medical professional indicating that the proposed transitional light duty assignment is appropriate for the employee's medical condition. An employee placed on a transitional light duty assignment, provided one is available, is in no way

eligible to remain in a light duty position permanently, and must return to full duty work as soon as medically cleared to do so.

2. The Department reserves the right to decline to offer an employee a transitional light duty assignment when the providing of that specific employee with transitional light duty would work an undue hardship on the Department or Township. An “undue hardship” arises when an individualized assessment of existing circumstances show that granting transitional light duty to the specific employee would cause significant difficulty or expense, taking into consideration (a) the nature and cost of the accommodation needed, (b) the overall financial resources of the Department; the number of persons employed and available to work at the time; the effect on expenses and resources of the Department, (c) the overall financial resources, size, number of employees, and type and location of facilities of the Township, (d) the type of operation of the Township and Department including the structure and functions of the workforce, the geographic separateness, and the administrative or fiscal relationship of the Department to the Township, and (e) the impact of the accommodation on the operation of the Department.

**ARTICLE XI**  
**VACATIONS**

Full time employees shall receive the following vacation time:

Up to one (1) year of service - One-half (1/2) day per month.

After one (1) year of service - Two (2) weeks.

After six (6) years of service - Three (3) weeks.

After eleven (11) years of service - Four (4) weeks.

After sixteen (16) years of service – One (1) additional day per year for a maximum of twenty-five (25) days vacation.

With written permission prior to December 31st of any year, five (5) days of accrued vacation may be carried over to be used in the following year before June 30th. If the carried-over vacation is not used by June 30th, or an extension is not granted by the employer, said vacation shall lapse.



**ARTICLE XII**

**LONGEVITY**

- A. The following longevity shall be paid in addition to the base salary for Superiors. This shall be paid prior to the last pay in December
- after the completion of 11 years.....\$1,500.
  - after the completion of 16 years .....\$2,000.
  - after the completion of 21 years .....\$2,500.

Longevity shall be computed from appointment date of full time employment as a police officer for Washington Township.

- B. As of January 1, 2019 the following longevity amounts shall be added to the base salary for employees hired before January 1, 2018 under the Agreement:

After the completion of 11 years	\$1,500.00
After the completion of 16 years	\$2,000.00
After the completion of 21 years	\$5,000.00

Longevity shall be computed from appointment day of full time employment.

For employees hired after January 1, 2018, the following longevity amounts shall be added to the base salary for employees under the Agreement:

After the completion of 11 years	\$1,500.00
After the completion of 16 years	\$2,000.00
After the completion of 21 years	\$2,500.00
After the completion of 25 years	\$5,000.00

Longevity shall be computed from appointment day of full time employment.

## ARTICLE XIII

### ADDITIONAL BENEFITS

A. The Township will provide full coverage to those employees enrolled in the New Jersey Stated Health Benefits Program. Health care contributions shall be consistent with that required by P.L. 2010, Chapter 2, and P.L. 2011, Chapter 78.

The only time an employee may switch insurance plans is during the yearly open enrollment time period designated by the Township. The Township will notify the employees of the open enrollment period. However, the Township may, at its option, change the carrier providing health benefits to the bargaining unit if the Township meets and confers with the S.O.A. to discuss the proposed changes at least ninety (90) days prior to execution of a new insurance contract and the coverage afforded by any such new health insurance carrier provides substantially similar benefits to the New Jersey State Health Benefits Plan and a procedure for claims processing that is no more onerous than the carrier which is proposed to be replaced.

As of January 1, 2019, the base plan for eligible employees shall be NJ Direct 15; the Township will pay up to the cost of NJ Direct 15 for eligible employees. Any cost over and above the cost of NJ Direct 15 shall be paid for by the employee, in addition to any other contribution toward premium costs established and in effect as of January 1, 2018.

B. The Township shall continue such insurance coverage upon retirement for employees who retire with at least twenty-five (25) years of service in the New Jersey State Pension System and twenty (20) years of service with Washington Township (for any employee hired after January 1, 2003), along with their spouses/civil union partners and dependents.

The base plan for retirees shall be NJ Direct 15; the Township will pay up to the cost of NJ Direct 15 for eligible retirees. Any cost over and above the cost of NJ Direct 15 shall be paid for by the retiree, in addition to any other contribution toward premium costs established and in effect as of January 1, 2018. Coverage ends at the year Medicare coverage commences or 65 years of age, whichever is sooner.

This provision does not apply to any officer who loses his health benefits through an illegal activity, or whose pension is cancelled for cause.

**ARTICLE XIII**  
**ADDITIONAL BENEFITS (CONTINUED)**

C. The Township shall provide full insurance to cover any claim of false arrest, both inside and outside of the Township.

D. While a Superior Officer is attending a required Police Training School, he shall receive an allowance of up to eight dollars (\$8.00) per day with proper dated receipts to defray the cost of meals.

E. Each full time member of the Washington Township Superior Officers Association shall be entitled to twenty-four (24) personal hours with pay each year.

F. Each Superior Officer shall receive an allowance of nine hundred dollars (\$900.00) per year for each of the years 2018 to 2021 for the purpose of acquisition and maintenance of uniforms and equipment.

G. Employees are entitled to 3 consecutive calendar days leave of absence for each death of an employee's immediate relative. These three days need not be taken consecutively but must be taken within 30 days of the death of an employee's immediate relative. "Immediate relative" includes 1) the employee's grandparent, spouse, child, parents, brother or sister or stepparent 2) the grandparent, child, parent, brother or sister or stepparent of his/her spouse 3) a relative living under the same roof.

Employees are paid for all working days during the Bereavement Leave.

Up to 27 additional bereavement days can be taken for each death of an employee's spouse or child. Sick time, which can be donated by other employees exclusively for bereavement of spouse or child, must be used for bereavement days after the third day.

H. For purposes of this contract, any reference to “days” shall mean eight (8) hours.

**ARTICLE XIV**  
**END OF EMPLOYMENT**

At the end of employment, the employee shall be compensated for any and all unused earned vacation days and holidays. This compensation shall be at the rate of salary for that employee at the time earned.

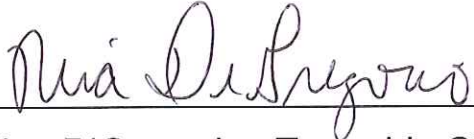
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**ARTICLE XV**

This contract (*agreement*) does not replace the Washington Township Police Department Rules and Regulations, except that the contract will supersede and survive any and all Rules and Regulations when there arises a conflict between this contract and said Rules and Regulations.

ATTEST:

  
\_\_\_\_\_  
Nina DiGregorio, Township Clerk


TOWNSHIP OF WASHINGTON

  
\_\_\_\_\_  
Kenneth W. Roehrich, Mayor

ATTEST:

  
\_\_\_\_\_  
Lt. Douglas Compton

WASHINGTON TOWNSHIP  
SUPERIOR OFFICERS' ASSOC.

  
\_\_\_\_\_  
Lt. Mark Niemynski