

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN**

**AND**

**WARREN COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION**

**LOCAL 280**

**JANUARY 1, 2004 THROUGH DECEMBER 31, 2006**

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**PREAMBLE**

THIS AGREEMENT entered into this 1 day of, JANUARY 2004,  
by and between the TOWNSHIP OF WASHINGTON, in the County of Warren, State of New Jersey  
(hereinafter referred to as the "Township") and WARREN COUNTY POLICEMEN'S  
BENEVOLENT ASSOCIATION, LOCAL 280 (hereinafter referred to as the "Association").

**ARTICLE I - RECOGNITION**

The Township hereby recognizes Warren County PBA Local 280, representing the  
Washington Township Police Department, as the sole and exclusive negotiating unit for all police  
officers, excluding the Chief of Police, of the Washington Township Police Department, under the  
New Jersey Employer-Employee Relations Act of 1968, as amended, and the Public Employment  
Relations Commission for the State of New Jersey established under such law. This Agreement shall  
govern the terms and conditions of employment of employees of the Washington Township Police  
Department.

The title Police Officer shall be defined to include the plural as well as the singular and to  
include males and females.

**ARTICLE II - COMPENSATION**

**A. SALARY**

The base annual salaries for the years 2004, 2005 and 2006 shall be defined as set  
forth in Appendix A annexed hereto.

**RECRUIT - STARTING STEP**

**STEP 1 - UPON COMPLETION OF BASIC POLICE ACADEMY TRAINING**

**STEP 2 - FIRST ANNIVERSARY OF GRADUATION/EMPLOYMENT**

**STEP 3 - SECOND ANNIVERSARY OF GRADUATION/EMPLOYMENT**

**STEP 4 - THIRD ANNIVERSARY OF GRADUATION/EMPLOYMENT**

**STEP 5 - FOURTH ANNIVERSARY OF GRADUATION/EMPLOYMENT**

**CORPORAL - DATE OF PROMOTION**

**SERGEANT - DATE OF PROMOTION**

**LIEUTENANT - DATE OF PROMOTION**

B. LONGEVITY

Longevity shall be as set forth in Appendix B annexed hereto.

C. SPECIAL ASSIGNMENT

Any officer assigned to the following special assignments shall receive an annual stipend to be paid in the first pay period of December. If requested, the officer may receive ½ (one-half) of the stipend to be paid in the first pay period of June and the other ½ (one-half) of the stipend to be paid in the first pay period of December. If an officer only serves in the special assignment for part of the year, the stipend shall be pro-rated.

DETECTIVE -	\$1250.00
D.A.R.E. -	\$1250.00
K-9 OFFICER -	\$1250.00

D. CONTRACTUAL OVERTIME

All officers working overtime with an outside employer that has a contract with Washington Township shall be paid at the Sergeants overtime rate.

**ARTICLE III - WORK SCHEDULE AND OVERTIME**

A. All members of the Police Department covered by this Agreement shall be required to work forty (40) hours per week on a schedule established by the Chief of Police. The Chief of Police shall set all work schedules and shifts in accordance with Police Department policy. Vacation and/or sick leave shall count toward the forty (40) hours work week

B. Work in excess of the employee's basic work week of forty (40) hours is overtime and shall be computed at time and one-half (1-1/2) the employee's hourly rate of pay (one hundred fifty [150%] percent). Overtime shall be approved by the Chief of Police at the end of each pay period.

C. Any employee recalled to duty or called out to duty that is not contiguous to the employee's tour of duty shall receive a minimum of three (3) hours' pay at the employee's overtime rate. If such recall/call out is contiguous to the shift, the employee shall be paid overtime only if the employee has satisfied the provisions of Sections A and B above. The Township reserves the right to require the employee to work the full three (3) hours.

D. When any policeman shall be required to appear before any Grand Jury or any Municipal, County, Superior or Supreme Court proceeding, except in a civil action, the time during which he is so engaged shall be considered a time of assignment to and performance of duty. When such appearance occurs outside of his assigned duty hours, he shall receive compensation at one and one-half (1-1/2) his regular rate of pay for such overtime.

E. No Township uniforms or equipment, other than firearm, shall be utilized by any police officer when not on scheduled Township duty, except as may be authorized by the Township.

#### **ARTICLE IV - MILEAGE**

If at any time an officer is required by the Chief to use his personal vehicle for police business, mileage will be reimbursed at the prevailing Internal Revenue Service (IRS) rate per mile traveled.

#### **ARTICLE V - UNIFORMS AND EQUIPMENT**

A. The Township shall provide all uniforms and equipment, including firearms and ammunition, prescribed by the Chief of Police and approved by the Township.

B. In the event of an unavoidable loss or damage of uniforms or equipment in the line of duty, the Township will replace same at no cost to the employee.

C. The Township shall provide cleaning and maintenance of each officer's uniforms with

the cost to be billed to the Township monthly by a dry cleaner of the Township's choice.

D. In the event an officer is assigned to the Detective Bureau or any plain clothes assignment, the Township shall provide for the cleaning of the officer's civilian clothing in the amount of \$1.75 per day, not to exceed thirty-five (\$35.00) dollars per month.

**ARTICLE VI - INSURANCE BENEFITS**

A. 1. The Township shall provide enrollment for the officers in a hospital and medical plan which provides substantially equivalent coverage at substantially equivalent premium costs as the plan in effect on the date of the signing of this Agreement. Maternity benefits shall be included.

2. Any officer who utilizes hospital and/or medical services outside the plan in effect in the Township shall be responsible for a maximum deductible cost of \$100 per calendar year for each year of this Agreement.

B. The Township shall provide enrollment for the police officers in a dental insurance plan with the following minimum benefits:

Maximum benefit (per individual, per year) - \$1,000.00  
Deductible \*\* \$25.00  
Co-insurance preventive services 100%  
Co-insurance basic services 80%  
Co-insurance major services 50%

\*\* The deductible does not apply to preventive services and there need only be a maximum of two (2) deductible amounts satisfied under family coverage.

C. Single officers shall be provided the dental plan at no cost to the officer. Married officers agree to contribute \$14.00 dollars per month (deductible from pay) toward the cost of the family dental plan. Such contribution may be increased from year to year as costs rise.

D. Each officer may voluntarily elect to reduce the medical and/or dental insurance

provided by the Township for the officer and/or his family in order to avoid dual coverage by the Township and the officer's spouse. The officer has the option to reduce his number of family members covered (i.e., single, spouse, children, family) to a lower status coverage than the maximum provided. If the officer elects to reduce the coverage provided by the Township, the officer shall receive fifty (50%) percent of the difference between the original coverage premium and the reduced coverage premium. The officer may return to his previous coverage status by providing (90) calendar days' written notice to the Chief Municipal Finance Officer of the Township.

#### **ARTICLE VII - VACATION**

- A. For purposes of this article, one (1) work week shall be defined as forty (40) work hours.
- B. Each new officer shall be granted ten (10) working hours of vacation with pay for each full month or major portion thereof, up to a maximum of fifty (50) working hours, upon completing six (6) continuous months of service, if hired prior to June 30<sup>th</sup>.
- C. Earned vacation that is not taken in the year beginning January 1<sup>st</sup> and ending December 31<sup>st</sup> shall be forfeited. However, any officer's department head or designee if the department head is not available or the Township Committee Liaison May allow any or all vacation to be taken within the first three (3) months of the year immediately following.
- D. In the case of separation, an officer shall be paid for unused vacation which shall be calculated on a pro-rated basis for the number of months or major portion thereof that the officer worked in the year in which the separation is effective.
- E. Beginning on January 1<sup>st</sup> and each subsequent January 1<sup>st</sup> thereafter, the officer shall

be granted earned vacation leave with pay as follows:

COMPLETED YEARS OF SERVICE	ANNUAL VACATION LEAVE
One (1) year - Four (4) years	One hundred (100) working hours
Beginning of Five (5) years - Eleven (11) years	One hundred fifty (150) working hours
Beginning of Twelve (12) yrs.- Sixteen (16) years	Two hundred (200) working hours
Beginning of Seventeen (17) years	Two hundred fifty (250) working hours

If an officer's date of hire is other than January 1<sup>st</sup> then he shall be granted earned vacation leave on a pro-rated basis for the year in which he advances to a new level in allotted vacation leave. He shall then be granted vacation leave every January 1<sup>st</sup> until he advances to another of allotted vacation leave at which time it is again pro-rated for that year.

#### ARTICLE VIII - HOLIDAYS

A. The following are the recognized holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	General Election Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day

B. Effective January 1, 1998, holiday pay for the holidays listed above was added and is included in the officers' annual base pay as established in Appendix A of this Agreement. Therefore, members of this bargaining unit shall not be entitled to any additional holiday pay or other emoluments except as entitled to under this Agreement.



- C. In addition to holiday pay as defined above, officers who work on a recognized holiday shall be compensated with one hundred (100) percent of their hourly rate for each hour worked during the twenty-four (24) hour holiday period. Hours worked in excess of forty (40) in a given week shall be compensated according to Article III, Section B of this contract.

#### **ARTICLE IX - EMERGENCY LEAVE**

A. Emergency leave of three (3) days shall be granted without loss of pay for the death of any of the following: spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, stepmother and stepfather.

B. Emergency leave of one (1) day shall be granted without loss of pay to attend the funeral of any of the following: brother-in-law, sister-in-law or a niece or nephew living at home with said brother-in-law or sister-in-law.

#### **ARTICLE X - SICK LEAVE**

A. On January 1<sup>st</sup> of each calendar year, each calendar year, each officer shall be issued one hundred and fifty (150) "sick hours" which must then be earned on a pro-rated basis during the course of the year.

- B. At the end of the calendar year, each officer may elect either of the following options:
1. Place all of the unused "sick hours" for the year in a cumulative "sick leave bank" to be utilized at a future date; or,
  2. Receive compensation, at the officer's straight-time hourly rate, for one-third (1/3) of the unused "sick hours" for that year, and forfeit the remaining unused "sick hours" for that year.

C. All hours placed in an officer's "sick leave bank" shall be used only for sick leave, and shall never be exchanged for any form of compensation.

D. The officer's current calendar year "sick hours" allotment must be exhausted prior to utilizing any of the accumulated "sick leave bank" hours.

E. For all absences of three (3) or more consecutive work days, the Township requires a physician's certificate, certifying the illness and the fitness of the officer to return to his duties.

#### **ARTICLE XI - WORK-INCURRED INJURY OR ILLNESS**

A. The Township shall pay the difference between the amount of workers' compensation insurance received and the officer's regular biweekly salary.

B. The provisions of Article X do not apply to any illness or injury hereunder.

C. The provisions of the Article shall apply only in cases in which the injury or illness occurred while the officer was performing his duties in the employ of Washington Township.

#### **ARTICLE XII - NON-WORK INCURRED INJURY OR ILLNESS**

A. The Township shall pay the difference between the amount of temporary disability benefits paid and the officer's regular biweekly salary.

B. The provisions of Article X shall not apply to any illness or injury hereunder until such time as temporary benefits are exhausted or denied.

C. The provisions of this Article shall apply to any covered illness or injury of more than seven (7) days' duration.

**ARTICLE XIII - EDUCATIONAL BENEFITS**

A. The provisions of this article shall apply only to college courses and/or credits which receive prior approval from the Township Committee at its discretion.

B. The provisions of this Article shall apply only to courses undertaken, credits earned and degree(s) received by officers while in the active employment of the Township Police Department.

C. The provisions of this Article shall apply only to courses undertaken, credits earned and degree(s) received in a matriculated college program leading to a degree in law enforcement, criminal justice, police science or public safety.

D. The Township shall reimburse the officer one hundred (100%) percent of the cost of tuition, not to exceed two hundred (\$200) dollars per credit hour, for all courses and/or credits which have received previous Township approval pursuant to Section A above.

E. Reimbursement, as set forth above, shall also be further limited to only one hundred (100%) percent of the excess of tuition costs which are not defrayed by other educational benefits available to or utilized by the officer, including, but not limited to, scholarships and grants.

F. Reimbursement shall be made only for satisfactory completion of a course with a grade of "c" or better.

G. Reimbursement shall be made only after submission to the Township Chief Financial Officer of the following documents:

1. Proof of satisfactory completion of the course in accordance with Section F above; and,
2. A voucher requesting payment, which has been approved by the Township Committee

H. 1. Each officer who holds a college degree in one or more of the fields of study listed in Section C above shall receive an educational stipend during each calendar year the officer holds the degree while in active employment of the Township Police Department as follows:

Associate Degree	\$ 500
Bachelor Degree	\$ 750
Masters Degree	\$1000

2. Officers who hold more than one (1) of the degrees shall receive an educational stipend only for the highest degree earned and qualifying. (Example: an officer holding a qualifying Bachelor and Master's degrees shall only receive a \$1000 stipend, not \$1750). Furthermore, an officer who holds more than one (1) of the same type of degree shall receive an educational stipend only for one (1) qualifying earned degree. (Example: and officer holding two (2) qualifying Associate degrees shall only receive \$500, not \$1000).

3. Officers who hold the degree for the full calendar year in the employment of the Township shall receive the full educational stipend. Officers who hold the degree for less than the full calendar year in the employment of the Township shall receive a pro-rata portion of the full stipend for the number of completed months of the calendar year in which the degree was held.

4. All educational stipends, whether full or pro-rata, shall be paid in the first pay period of December of each calendar year of this Agreement, after presentation to the Township Chief Financial Officer with proof of the degree received/course of study taken.

## ARTICLE XIV - GRIEVANCE PROCEDURE

A. Definition - A grievance means a claim by an officer or group of officers that there has been a misinterpretation, misapplication or violations of policy, this agreement or administrative decisions affecting them.

B. Time Limit - A grievance to be considered under this procedure must be initiated by the officer within ten (10) calendar days of the date of the alleged misinterpretation, misapplication, or violation of this agreement, the policy or the administrative decision in question.

C. Rights of Officers to Representation - The grievance may be represented at all stages of the grievance procedure by himself or, at his option, a representative of the Association.

D. Procedure

1. Step One - An officer with a grievance shall first file it in writing and discuss it with the Chief of Police in an effort to resolve it informally. The Chief of Police shall act on the grievance within ten (10) calendar days after its presentation to him.

2. Step Two - If the grievant desires to appeal the decision of the Chief of Police, he shall file his grievance, in writing, with the Township Clerk within seven (7) calendar days, excluding contractual holidays, after the decision of the Chief or the expiration of the time within which the Chief has to respond. The presentation shall include copies of all documents relating to the grievance. The matter will be considered by the Township Committee no later than the second regularly scheduled meeting thereof following the receipt of the appeal. The grievant may appear and be heard. A decision by the Township Committee will be given to the grievant, in writing, within fifteen (15) calendar days following the date of the hearing, excluding contractual holidays.

3. Step Three - If no satisfactory resolution of the grievance is reached at Step Two, then within twenty-one (21) calendar days after the decision of the Township Committee is conveyed in writing to the grievant or the expiration of the requisite response period, excluding contractual holidays, the grievance shall be referred to the Public Employment Relations Commission (PERC) for the selection of an arbitrator pursuant to the rules of PERC. The decision of the arbitrator shall be non-binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last proceeding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision within any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

## ARTICLE XV - RIGHTS OF OFFICERS

- A.** The interrogation of an Officer shall be at a reasonable hour, preferably when the Officer is on duty unless the exigencies of the investigation dictate otherwise.
- B.** The interrogation shall take place at a location designated by the Chief of Police.
- C.** The Officer shall be informed of the nature of the investigation at a reasonable time before any interrogation commences. The Officer shall at that time also be informed whether he is being interrogated in a possible or known criminal investigation, departmental rules and regulation violations, or as a witness only.
- D.** The questioning shall be reasonable in length. Time shall also be provided for personal necessities, meals, consultations, telephone calls and rest periods, as are reasonably necessary.
- E.** The Officer shall not be subject to any offensive language nor be threatened with transfer, dismissal or other disciplinary punishment as part of the interrogation. No promise or reward shall be made as an inducement to answer questions.
- F.** The complete interrogation of the Officer may, upon request of either party and at the expense of the requesting party, be recorded by mechanically or stenographer. In such cases, there will be no "off the record" questions.
- G.** If an Officer is under arrest, is likely to be under arrest, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- H.** The Officer shall be afforded a reasonable opportunity, if he so requests, to consult with counsel and/or his Association representative, and have same present, before being questioned concerning any violation of department rules and regulations or other policies during the interrogation.
- I.** The Officer who is the subject and/or target of any disciplinary investigation shall not be required to file an investigation report of any kind dealing with the subject matter until he has a reasonable opportunity to consult with counsel of his choice.

**ARTICLE XVI - PHYSICAL EXAMINATION FOR ALL OFFICERS**

A. The Township requires one (1) physical examination for all officers on a biannual basis for the purposes of obtaining a certificate of fitness for duty. A pre-employment physical examination shall be counted as satisfying this requirement. All physical examinations shall be performed by a doctor chosen by the Township. The physical examination may include such diagnostic tests as blood samples, urine analysis, chest X-rays, eye examination, EKG and others that may be specifically authorized by the Township.

B. The officer shall be responsible for any additional diagnostic testing and treatment resulting from the examination which is not herein listed and which may not be covered by medical benefits.

C. The Certificate of Fitness for duty shall be transmitted to the Township by the examining physician and shall become part of the officer's permanent record.

D. Failure to procure a certificate of fitness for duty may be grounds for dismissal.

**ARTICLE XVII - MEAL REIMBURSEMENT**

A. Whenever an officer is required to be out of town to attend any school, seminar, training session, court or while conducting an investigation, the officer shall be reimbursed for any meals which are not provided not to exceed the below amounts:

1. Breakfast - \$ 8.00
2. Lunch - \$10.00
3. Dinner - \$15.00

B. Reimbursement request shall be made out and submitted to the Chief of Police on a Township voucher for initial approval and then be transmitted to the Township for approval of payment.




**ARTICLE XVIII - DURATION OF AGREEMENT**

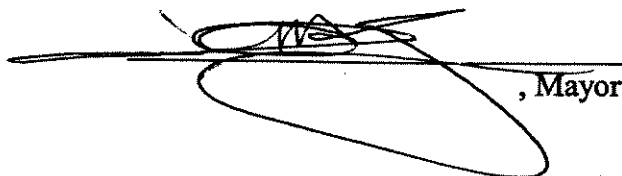
The term of this Agreement shall be for the period commencing January 1, 2004 and ending December 31, 2006.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

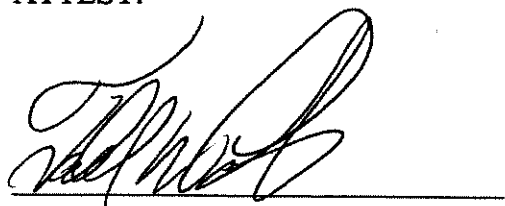
TOWNSHIP OF WASHINGTON


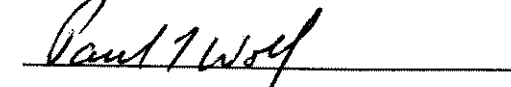

  
Mary Ann O'Neil, RMC/CMC  
Municipal Clerk

  
\_\_\_\_\_, Mayor

ATTEST:

POLICEMAN'S BENEVOLENT  
ASSOCIATION, LOCAL 280

  
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APPENDIX A

RATE PER ANNUM (BASE SALARY)

<b>STEP</b>	<b>2004 BASE</b>	<b>2005</b>	<b>2006</b>
<b>Recruit</b>	<b>\$ 33,222.62</b>	<b>CPI + 1%</b>	<b>CPI + 1%</b>
<b>1</b>	<b>\$ 39,460.16</b>	<b>CPI + 1%</b>	<b>CPI + 1%</b>
<b>2</b>	<b>\$ 45,123.89</b>	<b>CPI + 1%</b>	<b>CPI + 1%</b>
<b>3</b>	<b>\$ 51,074.52</b>	<b>CPI + 1%</b>	<b>CPI + 1%</b>
<b>4</b>	<b>\$ 56,554.37</b>	<b>CPI + 1%</b>	<b>CPI + 1%</b>
<b>5</b>	<b>\$ 62,691.45</b>	<b>CPI + 1%</b>	<b>CPI + 1%</b>
<b>Corporal</b>	<b>\$ 64,609.32</b>	<b>CPI + 1%</b>	<b>CPI + 1%</b>
<b>Sergeant</b>	<b>\$ 66,327.20</b>	<b>CPI + 1%</b>	<b>CPI + 1%</b>
<b>Lieutenant</b>	<b>\$ 68,205.56</b>	<b>CPI + 1%</b>	<b>CPI + 1%</b>

The CPI shall be the percent change in the CONSUMER PRICE INDEX for Northern New Jersey for the twelve (12) month period ending November 30<sup>th</sup> of the preceding year for all urban wage earners.

The annual salary increase of CPI + 1% shall be no less than 3.0% and no greater than 4.5% for any single year of the contract.

The base annual salary which includes holiday pay shall be calculated by multiplying the prior year base salary by the CPI + 1% factor.

## APPENDIX B

### LONGEVITY

- A. The following longevity percentages shall be in addition to the base salary paid annually under this Agreement:
1. Commencing with the first day of employment in the sixth (6<sup>th</sup>) year of service through eight (8) years of completed service – 1%;
  2. Commencing with the first day of employment in the ninth (9<sup>th</sup>) year of service through 11 years of completed service – 2%;
  3. Commencing with the first day of employment in the twelfth (12<sup>th</sup>) year of service through fourteen (14) years of completed service – 3%;
  4. Commencing with the first day of employment in the fifteenth (15<sup>th</sup>) year of service through twenty (20) years of completed service – 4%;
  5. Commencing with the first day of employment in the twenty-first (21<sup>st</sup>) year of service and each year thereafter – 5%.
- B. Longevities accrued under this Contract shall be paid in two (2) “lump sums,” the first on the first regular payday in June of each year and the second on the first regular payday in December of each year.
- C. Placement on the longevity schedule shall be determined in accordance with the policeman’s starting date of full-time employment.