

Final

AGREEMENT

Between

THE TOWNSHIP OF WASHINGTON

And

THE SUPERIOR OFFICERS ASSOCIATION OF THE
TOWNSHIP OF WASHINGTON,
GLOUCESTER COUNTY, NEW JERSEY
PBA LOCAL 318

JANUARY 1, 2002 THROUGH DECEMBER 31, 2005

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PREAMBLE

THIS AGREEMENT, made and entered into in Washington Township, Gloucester County, New Jersey, this 6th day of September, 2002, between the TOWNSHIP OF WASHINGTON, hereinafter referred to as "Township" and THE SUPERIOR OFFICERS ASSOCIATION OF WASHINGTON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 318, hereinafter referred to as the "PBA".

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 PBA 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 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 PBA 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

- A. The Township and the PBA agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, disability or political affiliation.
- B. The Township and the PBA 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 PBA against any employee because of the employee's membership or non-membership or activity or non-activity in the PBA.
- C. 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.

Section 2:

Employees retiring on either regular or disability pension shall be paid for all accumulated leave days, prorated from the employee's anniversary date; said payments computed at the employee's current daily rate of pay.

Section 3:

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 one hundred (100) days (EXCLUDING LEAVE IN SECTION 2) for each day of earned and accumulated leave days, based upon the average annual compensation received during the last twelve (12) months of his employment, prior to the effective date of retirement.

At the employee's option, in the 23rd, 24th, and 25th years of employment, an employee can request compensation for one-third (1/3) of the employee's unused accumulated leave days, up to a maximum number of one hundred (100) total days, accumulated at the beginning of the 23rd year, in each of said years. In order to exercise said option, the employee must notify the Township of their intention to exercise this option no later than November 30th of the preceding year.

The daily rate of pay shall be calculated by using base salary divided by 2080 hours and in turn multiplied by eight.

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 4:

The Township agrees to maintain 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 fifteen (15) years service with the Township. Any employee hired as of 1/1/02 will be grandfathered.

Section 5:

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.

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	35 days
Completed 10 years of service	40 days
Completed 16 years of service	41 days
Completed 17 years of service	42 days
Completed 18 years of service	43 days
Completed 19 years of service	44 days
Completed 20 years of service	45 days

For the year 2005 the number of leave days will be increased by 1 additional day.

Section 5: Pay During Leave

All leave shall be granted at the annual salary rate. Any officer on a successful disciplinary suspension for more than fifty percent (50%) of any month shall have their benefit prorated accordingly.

Section 6: Scheduling Leave

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

A. From January 1st through 31st of each year, leave for the calendar year shall be scheduled upon request with priority given to departmental seniority.

B. On or after February 1st of each year, annual leave shall be granted upon request with priority given to the order in which requests are 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 five (35) or forty (4) leave days may pre-schedule and secure no more than five (5) of their individual leave days during January. Employees who have earned forty one (41) 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 1st, complete "block-weeks" of leave requested for use during the months of May, June, July and August, shall have priority over individual leave 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 vacation leave within a given calendar year due to an 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. Five (5) 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 the 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 (1) Superior Officer must be working throughout Monday to Friday in any given week.

H. Up to four (4) days may be utilized as needed with four (4) hours notice.

Section 7: Accumulating Leave

A Superior Officer may accumulate five (5) days per year up to a total bank of one hundred (100) days.

Any officer promoted to the rank of Lieutenant must cash in the excess accumulated leave days over the number one hundred (100) at the rate of pay prior to the promotion. The days must be cashed-in on or before May 1st of the current year if the promotion is before annual sick leave buy-back or on or before May 1st 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 one hundred (100).

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

- A. 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).
2. 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 injury leave, totals no more than one (1) year.
3. 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 reinjury or new injury.
- B. 1. 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 Workmen's Compensation carrier with the final determination, if necessary, to be made by the Workmen'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. If the employee does not have enough accumulated time off, he or she shall be advanced leave time to cover the absence. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.
2. 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.
- C. 1. Any employee who is injured, whether slight or severe while working, must make an immediate report as soon as possible to their immediate supervisor.

2. 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 know 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.

D. 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' Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. 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.

F. 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.

G. 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 employee 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	Veteran's 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 PBA as quickly as possible so as to insure efficiency and to promote employee moral. A grievance is defined as any argument of dispute between the Township and the PBA involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) 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 PBA representative, the aggrieved party(ies) and the Chief of Police or his designee shall, within five (5) working days of said filing, meet and attempt to settle the matter. If a settlement is not reached, the PBA 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 PBA representative shall each file a written report of their findings of fact, conclusions and recommendations in addition to said written statement, with the Director of Law Enforcement, within five (5) working days of their meeting.

STEP TWO

The Director of Law Enforcement shall conduct a hearing no later than five (5) 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 PBA 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 five (5) working days, render a written decision resolving the dispute and serve same upon the respective parties.

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

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 PBA representative. The Administrator shall make all reasonable attempts to reach a settlement satisfactory to all parties. If an amicable settlement is not achieved the Administrator shall, within ten (1) working days, render a written decision resolving said dispute and serve same upon the respective parties.

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

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 ten (10) days render a written decision resolving said dispute and serve upon respective parties.

ARBITRATION

If the aggrieved party(ies) of the PBA 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 American Arbitration Association, the State Board of Mediation or 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 PBA. 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 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 the 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 the 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 fees and registration fees will be paid only if the courses are mandatory and will only be reimbursable with a grade of "C" or better.

Any employee hired as of the effective date of this Agreement will receive tuition reimbursement but will not be continuously paid for credits earned.

ARTICLE X
REIMBURSEMENT FOR EXPENSES

Section 1: Meals

Meals shall be paid for by the Township when approved by the Chief in connection with a mandatory assignment. Reimbursement for meals shall include an additional payment of fifteen percent (15%) of the amount presented for tip reimbursement to a maximum of \$35.00 per diem.

Section 2: Mileage

Mileage on a personal vehicle shall be reimbursed at the rate of fifteen cents (\$.15) per mile if the Department determines that such transportation or use of a personal vehicle is necessary and does not provide transportation or a Township vehicle. Such mileage shall be computed from the Township Police Headquarters and returning to same as approved by the Chief.

Section 3: Legal Expenses

If an employee is a defendant in any action or legal proceeding arising out of a directly related the 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 officers 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 proceeding 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 shall be dismissed or finally determined in favor of the member or officer, they shall be reimbursed for the expense of their defense.

Section 4: 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 5: Reimbursement

Reimbursement for all these actions as provided in this 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 (or rubber overshoes)	One (1) Raincoat
Five (5) Pairs 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 and Office

Section 2:

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

Section 3:

The Township shall purchase and issue 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 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 in addition to the clothing allowance and cleaning issue provided for by this contract.

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

Section 1:

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.

Section 2:

Officers shall be compensated at the rate of \$15.00 per day for each stand-by subpoena effective when off-duty.

ARTICLE XIV

COMPENSATORY TIME/OVERTIME PAY

Section 1: Rate of Pay

In lieu of having compensatory time or being paid overtime, Superior Officers have received a pay adjustment to their base salary. Lieutenants and Captains have received an increase of one thousand five hundred dollars (\$1,500.00) added to their base salary, in addition to two (2) leave days.

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.

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, 2002, all present employees shall be paid in accordance with the following:

2002 – 3.5%	2003 – 3.5%
2004 – 3.5%	2005 – 3.5%

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:

The employee will receive fully paid health insurance for himself, spouse and dependents with a hospitalization plan equivalent to or better than the benefit level of the New Jersey State Health Program and in accordance with the State guidelines.

Section 3: Dental Plan

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

Section 4: Prescription Plan

The Township shall provide the employees, spouse and dependents with a co-pay prescription plan. Co-pay will be a \$5 maximum for employee. Payment for \$15.00 and \$30.00 co-pays will be reimbursed back to \$5.00.

Section 5:

The Township shall provide health insurance for all employees, spouse and dependents if the employee is disable in the line of duty.

Section 6:

The Township shall provide group Accidental Death and Dismemberment insurance for each employee in the amount of one and one-half (1-1/2) times their annual salary with proof of coverage provided upon reasonable request. Benefit paid to either employee or beneficiary(ies).

Section 7:

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 8: 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 (60%) of the employee's annual salary.

Section 9: 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 districts "usual and customary medical fees".

ARTICLE XVIII

SEVERABILITY

Should any provision 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.

ARTICLE XX
REPRESENTATION FEES

Section 1:

The PBA 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 PBA members (this amount will be determined by the PBA 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 PBA.

Section 3:

PBA Lodge No. 318 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.

ARTICLE XXI

RULES AND REGULATIONS

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

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

C. 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
MAINTENANCE OF OPERATIONS

A. 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.

B. 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.

C. 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 XXIII
TERM OF AGREEMENT

Section 1:

This Agreement shall cover the period nunc pro tunc from January 1, 2002 to Midnight, December 31, 2005.

Section 2:

Negotiations for renewal of this Agreement, or for the execution of a new Agreement, shall begin no later than August 1, 2004.

Section 3:

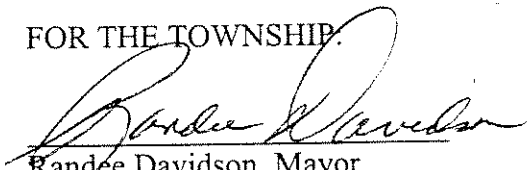
This Agreement shall not be changed or altered in any way during the Agreement term without the written consent of both parties.

Section 4:

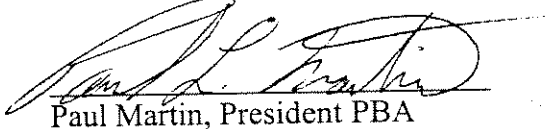
The Agreement shall continue to bind the parties during any period beyond December 31, 2005, until such time as a new Agreement is signed between the parties.

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

FOR THE TOWNSHIP:


Rande Davidson, Mayor

FOR THE PBA:


Paul Martin, President PBA
Local 318