

AGREEMENT

Between

TOWNSHIP OF WASHINGTON

And the

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 301

January 1, 2006 to December 31, 2008

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AGREEMENT FOR
WASHINGTON TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 301

This Agreement, entered into this 20 day of August, 2007, 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 Policemen's Benevolent Association, Local 301, hereinafter called the "P.B.A.", represents the complete and final understanding on all bargainable issues between the Township and the P.B.A.

ARTICLE I
TERM OF AGREEMENT

This term of this Agreement shall be for the period commencing January 1, 2006 and ending December 31, 2008.

ARTICLE II
RECOGNITION AND SCOPE

The Township hereby recognizes Washington Township's Policeman's Benevolent Association, Local 301, as the sole and exclusive negotiation unit for all Policemen in Washington Township Police Department, below the rank of Lieutenant, 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 wages, rights, and working conditions of the Washington Township Police Department.

ARTICLE III
CONDITION OF OUTSIDE EMPLOYMENT

This Township agrees that outside employment by the members of the Police Department shall be permitted provided the activities do not interfere with 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 shall have the right to take a grievance on any issue involving his working conditions, employment, promotion and infringement of rights arising under this contract.

Any 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 grievance from the ranks of the Washington Township Police Department shall not be penalized by the Township and time off to assist in the prosecution of the grievance shall be granted.

Any grievance or dispute which may arise between the parties concerning a provision in this Agreement, including the application, meaning or interpretation of this Agreement, or any grievance or dispute which may arise out of or between the employee and a superior officer concerning any matter which relates to or affects the terms and conditions of employment of the employee in his capacity as a policeman shall be settled in the following manner:

1. The employee having a grievance shall give notice of the grievance to the Chief of Police within ten (10) working days of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate.
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 Mayor of the Township of Washington together with the action taken by the Chief of Police. It shall then be incumbent upon the Mayor of the Township to arrange a meeting, within ninety (90) calendar days of receipt by the Mayor and Township Committee, at a reasonable time and

place at which time the employee and his representative and/or attorney of his choosing serving notice of the grievance shall be given an opportunity to be heard by the Township Committee. Those grievance's that are not concerning a provision in this Agreement shall end at the Township Committee level.

3. If the grievance is not settled or resolved at the Township Committee level, the aggrieved employee shall have the right to submit the grievance to binding arbitration within fifteen (15) working 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 required the commission of any act prohibited by law, or which is a violation 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 necessary travel, subsistence expenses and the cost of the hearing shall be borne equally by the Township and the employee. The party incurring same shall pay any other expenses incurred.
 - c. All actions taken on grievance 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 to his satisfaction. Said written notice may

be by notation upon the original notice of grievance or by separate notation.

In either event, the party bringing the grievance or dispute must sign same.

- e. Policemen will not have their departmental hearing prior to their criminal trial so as not to prejudice their standing with a jury.

ARTICLE V
SALARIES

Salaries for Patrol Officers and Sergeants are set forth as follows:

1/1/06

Patrol Officer

Start	\$42,424
*Post Academy	\$45,200
**Step 1	\$47,971
Step 2	\$53,516
Step 2A #	\$56,300
Step 3	\$59,067
Step 4	\$64,612
Step 5	\$70,160
Step 6	\$75,709
Step 7	\$79,457

*****Corporal** \$80,806

Sergeants

Step 1	\$82,156
Step 2	\$84,512
Step 3	\$88,263

*****Sgt. First Class** \$92,141

2007

Patrol Officer

Start	\$44,121
*Post Academy	\$47,008
**Step 1	\$49,890
Step 2	\$55,657
Step 2A #	\$58,552
Step 3	\$61,429
Step 4	\$67,197
Step 5	\$72,967

Step 6	\$78,737
Step 7	\$82,635

*****Corporal** \$84,038

Sergeants

Step 1	\$85,442
Step 2	\$87,893
Step 3	\$91,793

*****Sgt. First Class** \$95,827

2008

Patrol Officer

Start	\$45,885
*Post Academy	\$48,889
**Step 1	\$51,885
Step 2	\$57,883
Step 2A#	\$60,894
Step 3	\$63,887
Step 4	\$69,884
Step 5	\$75,886
Step 6	\$81,887
Step 7	\$85,941

*****Corporal** \$87,400

Sergeants

Step 1	\$88,860
Step 2	\$91,409
Step 3	\$95,465

*****Sgt. First Class** \$99,660

Probationary status shall be for a period of one (1) year for both salary and review purposes. Salary step increments shall take effect annually

commencing on the date the officer completes his probationary period for pay purposes and on each anniversary date thereafter.

Salary step increments for Sergeants shall take place on date of promotion to that rank and annually thereafter on anniversary date of promotion.

* - This step shall apply to patrolmen upon completion of the academy. For patrolmen who are already certified or have completed a recognized police academy program through the "alternate route" procedure, this step shall be the starting step.

** - Step 1 and the following steps shall be applicable upon the anniversary date based upon the completion of the probationary period.

***The creation and maintenance of this position is solely at the option of the Township Committee.

This step is only applicable to anyone hired after January 1, 2008.

Longevity, holiday pay, and college incentive compensation payable under Plan A of this Agreement shall be considered part of, and reported to the New Jersey Division of Pensions as, part of the regular base pay rate of compensation. Employees under College Plan A can submit for those courses that were achieved during that year. Employees must document and submit proof of coursework and grades prior to December 31st in order to have the college incentive added to the base pay in the following year. 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 Pension System.

ARTICLE VI
OVERTIME AND SPECIAL DUTY

- A. The workweek and salary for the Washington Township Police Department shall be computed on the basis for a forty-hour week. Said week shall be determined in accordance with rotating shift schedule prepared by the Chief of Police.
- B. On certain occasions, officers may be required to work overtime. All overtime must be approved by the Chief of Police, or his designee. The following rules will apply for the years 2006 through 2008:
 - 1. Compensation at time and one-half the regular hourly rate for all hours worked in excess of the scheduled tour of duty.
 - 2. Scheduled overtime and non-incidentual overtime will be compensated at time and one-half for all hours assigned and worked. Scheduled overtime is extra work scheduled in advance.
- C. All necessary court appearances shall be compensated by payment on a time and one-half basis when required and if they are scheduled on other than regular duty time.
- D. The Township agrees to pay minimum three (3) hours for unscheduled call-out time when an off-duty patrol officer is called out of his home for unscheduled duty, including but not limited to: breathalyzer testing, court appearance, special raids, parades, demonstrations, fatality investigation, or emergency duty. Any other overtime will be subject to a two (2) hour call out.
- E. Compensatory time may be allowed and shall be at time and one-half. Compensatory time may be taken only with the prior approval of the Chief of Police or his designee based on manpower needs

ARTICLE VI
OVERTIME AND SPECIAL DUTY (CONTINUED)

and other departmental requirements to be spelled out and included in the departmental Rules and Regulations.

- F. The Township reserves the right to call no more than three (3) departmental meetings per year that is mandatory in attendance and without compensation to the officer.
- G. Whenever a Sergeant is not on duty to cover a shift, a shift supervisor will be appointed, who will be paid at the starting Sergeant's rate of pay for all hours so worked; provided, however, that no such compensation shall be paid for the day shift on Monday through Friday unless the Chief, Captain, or Lieutenant is not on duty during such shift (e.g., holidays). This provision is not meant to include a Sergeant's temporary absence occurring during a shift; it is applicable only in the event the shift supervisor covers at least four (4) consecutive hours of the shift.
- H. In lieu of any overtime or other payment, employees will be paid at the flat rate of \$ 55.00 per hour effective upon execution of this contract for contractor work, which is scheduled through the Township and reimbursed to the Township by the Contractor.
- I. Whenever a Sergeant's position is vacant and a corporal works out of title in the Sergeant's absence, the corporal shall receive a Sergeant's pay starting on the thirty-first (31st) day out of title work and will continue to be paid at this rate until a Sergeant returns to duty or the position is filled. If the Sergeant's position remains vacant after one year, a Sergeant's exam will be held to fill the vacant position.

ARTICLE VII
HOLIDAYS

Employees shall receive twelve (12) paid holidays per year as follows:

New Years Day, Martin Luther King Day, Presidents Day
Easter, Memorial Day, Independence Day, Labor Day
Columbus Day, Veterans Day, Thanksgiving Day, day after
Thanksgiving and Christmas Day.

The Holiday 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.

Compensation for these holidays shall be paid at a rate equal to the hourly wage of the officer's rank and step on the date of the holiday.

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

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.

ARTICLE IX
PRIVATE VEHICLES

Employees will not use their own vehicles for official purposes, nor will mileage be paid therefore, except as directed by the Chief of Police, in which case payment will be at the rate of twenty cents (20 cents) per mile.

ARTICLE X
SICK LEAVE

- A. Employees shall receive the following sick leave:
 - 1. Up to one (1) year of service – 2 ½ days per quarter.
 - 2. After one (1) year of service – 10 days per year.
- B. Beginning January 1, 2000, unused sick leave will not accumulate from year to year. Those employees that have accumulated sick days prior to January 1, 2000 will retain those days for future use and/or payment upon retirement at the appropriate rate pursuant to Paragraph F.
- C. Beginning January 1, 2000, employees will be paid for fifty percent (50%) of their unused sick leave each year. Payment will be made during the first pay period of the following year.
- D. In addition to the sick leave granted pursuant to Paragraph A, however, 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 workdays missed due to hospitalization or recuperation. A doctor's certification will be required to establish eligibility.
- E. In addition to the sick leave granted pursuant to Paragraphs A, B and D for any single major illness or hospitalization which extends more than twenty four (24) calendar days, paid sick leave will be granted from the twenty –fifth (25th) calendar day to the one hundred eighty-second calendar (182nd) 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 (expenses paid by the Township).

- F. Upon either an actual non-deferred service retirement or a disability retirement, as determined by Police & Fire Retirement System (P.F.R.S.), all unused sick days which have been accumulated prior to January 1, 2000 pursuant to Paragraph B shall be compensated at the then applicable salary rate, to a maximum amount of seven-thousand five hundred dollars (\$7,500.00).
- G. Any time sick leave is taken, the annual allotment of sick time shall be utilized first, followed by the accumulated sick days until the employee reaches the 25th calendar day, prior to the use of the "extended" sick leave granted pursuant to Paragraph D and E. In the event an employee does not have any accumulated sick days then the three (3) days per year of service, as per Paragraph D, will apply.
- H. Notwithstanding Paragraph G, in the case of a job- related injury, it shall not be necessary to utilize the accumulated sick days prior to the "extended" sick leave benefits.
- I. In an instance where the 182 limit has been reached and the employee still had unused accumulated sick days, those unused accumulated sick days can be used at the end of the 182nd day.

ARTICLE XI
VACATIONS

Employees shall receive the following vacation time:

1. Newly hired officers shall receive one-half (1/2) day of vacation for each month of service during the remainder of first calendar year of employment.
2. During the first (1st) full calendar year of service through the end of the sixth (6th) year of service—two (2) weeks vacation.
3. At the start of the calendar year in which the employee completes his sixth full year of service, the employee becomes eligible for three (3) weeks of vacation. Example: employee hired September 1981 becomes eligible for three (3) weeks paid vacation starting January 1, 1987.
4. At the start of the calendar year in which the employee completes his/her eleventh (11th) full year of service, the employee becomes eligible for four (4) weeks of vacation.
5. At the start of the calendar year in which the employee completes his/her twentieth (20th) full year of service, the employee becomes eligible for five (5) weeks of 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 not granted by the employer, said vacation shall lapse.

ARTICLE XII
LONGEVITY

The following longevity amounts shall be added to the base salary for employees under the Agreement:

5 – 10 years	\$1,000.00
11 – 15 years	\$1,500.00
16 +	\$2,000.00

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

ARTICLE XIII
ADDITIONAL BENEFITS

The Township will provide full coverage to those employees enrolled in the New Jersey State Health Benefits Program. Should the State of New Jersey Health Benefits Program statutes or regulations change to allow employee contributions, the Township may begin making such deductions as are permissible, up to the extent that the Township was making them under the collective bargaining agreement in effect at the time of the change in carriers.

The contract provision providing for employee contributions shall be "suspended" so long as the Township is not permitted by statute or regulation to require employee contributions, but it shall remain as part of the collective bargaining agreement, and shall become reactivated immediately in the event that the Township leaves the New Jersey State Health Benefits Program in favor of another carrier or the New Jersey State Health Benefits Program permits employee contributions.

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 P.B.A. Local 301 to discuss the proposed changes at least 90 days prior to execution of a new insurance carrier and provides substantially similar benefits to the New Jersey State Health Benefits Plan and a procedure for claims processing that is not more onerous than the carrier which is proposed to be replaced.

The Township shall continue such insurance coverage upon retirement for employees who retire with at least twenty-five (25) years of service in the NJ State Pension System, and twenty (20) years service with Washington Township

(for any employees hired after January 1, 2003). 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.

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

While an employee is attending a required Police Training School, he shall receive an allowance of up to \$8.00 per day and up to \$16.00 if an overnight stay is required, with proper dated receipts, to defray the cost of meals.

Each employee shall be entitled to twenty four (24) hours of personal time each year, with the approval of the Chief of Police.

Each employee shall receive an allowance of \$925.00 for 2006 through 2008 for the purpose of acquisition and maintenance of uniforms and equipment. The Chief of Police may implement a uniform change costing \$100.00 per man or more if (1) the Township meets and confers with P.B.A. Local 301 to discuss the proposed change at least 90 days prior to implementation and (2) the change is approved by the Township Committee.

The Township shall provide reasonable use of a meeting room for the P.B.A. to conduct business during non-Township business hours.

ARTICLE XIV
END OF EMPLOYMENT

At the end of employment, the employee shall be compensated for any earned days and earned holidays.

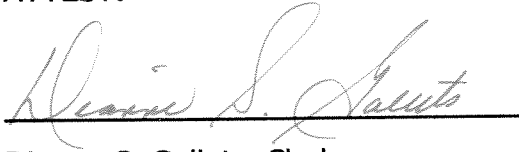
ARTICLE XV
DEPARTMENTAL INVESTIGATIONS

The Township agrees to follow the legally mandatory Internal Affairs Policy and Procedures adopted by the New Jersey Department of Law Public Safety, Division of Criminal Justice, as the same may be amended from time to time.

ARTICLE XVI
DURATION

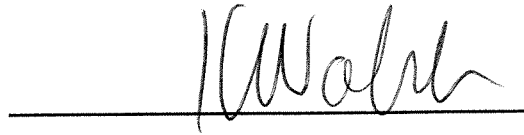
This contract does not replace the Washington Township Police Department Rules and Regulations, except that this contract will supersede and survive any all Rules and Regulations when there arises a conflict between this contract and said Rules and Regulations.

ATTEST:



Dianne S. Gallets, Clerk

TOWNSHIP OF WASHINGTON



Kevin Walsh, Mayor

ATTEST:

WASHINGTON TOWNSHIP
PBA, LOCAL 301



RESOLUTION OF THE TOWNSHIP OF WASHINGTON

Morris County, New Jersey

No. R-144-07

Date of Adoption: August 20, 2007

Title or Subject: AUTHORIZE EXECUTION OF CONTRACT - WASHINGTON TOWNSHIP
POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 301

WHEREAS, the Washington Township Committee and the Washington Township Policemen's Benevolent Association, Local 301 have agreed on a Collective Bargaining Agreement for a period of time from January 1, 2006 to December 31, 2008.

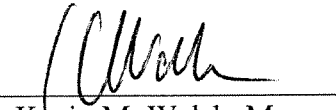
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Washington, Morris County, New Jersey that the Mayor and the Clerk be authorized to execute a contract with the Washington Township Policemen's Benevolent Association, Local 301 for a period from January 1, 2006 to December 31, 2008.

ATTEST:

TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF WASHINGTON




Dianne S. Gallets, Township Clerk



Kevin M. Walsh, Mayor

I, Dianne S. Gallets, Township Clerk, do hereby certify that the foregoing resolution was adopted at a meeting of the Township Committee, held on August 20, 2007.



Dianne S. Gallets, Township Clerk



Date