

Contract no 1595

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INSTITUTE OF MANAGEMENT

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RUTGERS UNIVERSITY

1989 - 1991

AGREEMENT

Between

P.B.A.

(New Jersey Policemen's Benevolent Association)

Local #280

and

Borough of Washington, Warren County, New Jersey

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AGREEMENT

Preamble

THIS AGREEMENT, made and entered into in Washington, New Jersey, this 1st day of January, 1989 between the Borough of Washington, in the County of Warren, hereinafter referred to as "Borough" or "Employer" and the New Jersey Policemen's Benevolent Association, Local Number 280, hereinafter referred to as the "P.B.A.". This Agreement shall remain in full force and effect for a period of three (3) years, commencing on January 1, 1989 and continuing until December 31, 1991.

WITNESSETH

WHEREAS, the Borough and the P.B.A. recognize and declare that providing quality police protection for the Borough is their mutual aim; and

WHEREAS, the P.B.A. represents the entire members of the regular Police Department of the Borough, with the exception of uniformed police personnel above the rank of Lieutenant and probationary trainee Police Officers; and

WHEREAS, the Borough has an obligation, pursuant to Chapter 303, Public Laws of 1968 to negotiate with the P.B.A. as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I: LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred by law, ordinance and resolution, administrative code, and Police Department rules and regulations, upon any Borough official, or in any way abridge or reduce such authority. This Agreement shall be construed as requiring the Borough and all officials thereof to observe the terms herein contained, to the extent that such terms comport with the rights, duties and obligations conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable Laws and Regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

If any provisions of this Agreement or any application of this Agreement to the regular Police Department is held to be contrary to law, then such provisions, or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE I: LEGAL REFERENCE (Cont'd)

The provisions of this Agreement shall, at all times, be subject and subordinate to applicable provisions of law, both Federal, State and Local to the extent where necessary the Borough Council will consider appropriate resolutions and ordinances to carry out the terms of this Agreement.

ARTICLE II: FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE III: RECOGNITION

The Borough hereby recognizes the P.B.A. as the sole and exclusive representative of all officers of the Police Department excluding all officers above the rank of Lieutenant for the purpose of collective negotiations with respect to terms and conditions of employment.

ARTICLE IV: POLICEMEN'S RIGHTS

1. Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every policeman shall have the right freely to organize, join and support the P.B.A. and its affiliates for the purpose of engaging in collective negotiations. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the P.B.A., his participation in any activities of the P.B.A., collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The P.B.A. specifically agrees to be bound by the same restrictions as are imposed on the Borough.

2. One elected representative of the P.B.A. shall be permitted time off to attend negotiating sessions and/or grievance sessions, provided the efficiency of the Department is not affected thereby. Such time off shall be at the regular straight time rate of pay.

3. A police officer shall have the right to inspect his personnel file on a 24 hour notice, in writing, at times established by the Chief of Police.

ARTICLE V: MANAGEMENT RIGHTS

Section 1. It is recognized that the management of the Department, the control of its properties, and the maintenance of order and efficiency, is solely the right of the Borough.

Accordingly, the Borough retains the rights, including, but in no way limited to:

- (a) Determine the number of employees in the unit;
- (b) Select and direct the working forces, including the right to hire, suspend, or demote, discharge, assign, promote or transfer;
- (c) Determine the amount of overtime worked;
- (d) Relieve employees from duty because of lack of work;
- (e) Decide number and locations of facilities;
- (f) Determine work to be performed and the amount of supervision necessary;
- (g) Determine types of equipment to be used in the unit, together with control of equipment and accessories;
- (h) Purchase of services of others by contract;
- (i) To make reasonable and binding rules and regulations not inconsistent with this Agreement or applicable law.

Section 2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Borough, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, to the extent that such terms are consistent with all applicable Federal, State and Local Laws.

Section 3. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE VI: VACATION AND HOLIDAYS

Section 1. Vacations

- 1. Effective January 1, 1989, employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

ARTICLE VI: VACATION AND HOLIDAYS (Cont'd )

Police Officers who have not completed one (1) year of service on or before the 1st day of January of any year shall be entitled to 8 hours of vacation leave for each full month of continuous service rendered from the date of his or her appointment in the next calendar year. Officers who have completed one (1) year of service on or before the 31st day of December of any year shall be granted one hundred (100) hours of vacation leave. Officers who have completed five (5) years of service on or before the 31st day of December of any year shall be granted one hundred thirty (130) hours of vacation leave, commencing in the sixth (6th) year. Officers who have completed twelve (12) years of service on the 31st day of December of any year shall be granted one hundred seventy (170) hours of vacation leave, commencing in the thirteen (13th) year. Officers who have completed twenty (20) years of service on the 31st day of December of any year shall be granted two hundred (200) hours of vacation leave, commencing in the twenty-first (21st) year.

2. The vacation period shall be the calendar year, from the first (1st) day of January to the 31st day of December. Vacations shall be scheduled by the Chief of Police, giving preference to employee choice according to seniority, where practicable and where consistent with continued efficient operations.

3. Vacation time may accrue up to twenty-four (24) days within a two (2) year period, with the permission of the Chief of Police and Borough Manager. All vacation time remaining at the end of two (2) years shall be lost. The schedule of vacations shall be at the sole discretion of the Chief of Police and shall be scheduled to permit the continued efficient operations of the department.

4. Any police officers of the Borough covered by this Agreement who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, effective (30) days prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

5. Pay During Vacations. All vacations shall be granted at annual salary rates of his or her base salary scale.

6. Scheduling Vacations. The Chief of Police of the Department shall allow vacation periods in order to assure orderly operation and adequate continuous service but will grant vacation so far as possible in accordance with the desire of the Officers in order of their seniority in rank.

7. Rescheduling Vacations. Officers shall take their vacation at the scheduled time; however, different periods of vacation may be taken if mutually acceptable to the Chief of Police and the Officer.

Section 2 - Holidays

1. An Officer shall receive eight (8) hours pay for each of the following Holidays:

ARTICLE VI: VACATION AND HOLIDAYS (Con't)

Section 2 (Cont'd)

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day - NJ Observance (November 11th)  
Election Day (November)  
Thanksgiving Day and Friday After  
Christmas Day

provided that he or she shall have served his or her probationary period, and is on the job and available for work his last full scheduled work day before and his or her first full scheduled work day after the holiday, even though in different work weeks, except in the case of proven illness or injury.

2. If any of the above holidays fall on a Sunday, Monday shall be considered as the holiday if it is generally observed as such in the community, and if a holiday falls on Saturday, the Friday preceding the Saturday shall be declared a holiday in lieu thereof if it is generally observed as such in the community.

If one of the above holidays falls within an employee's vacation period, the employee shall receive an additional day of vacation, which may be taken on the day immediately after the Officer's vacation is scheduled to expire.

3. An officer may elect to take compensatory time off for any holiday on which he or she worked rather than receive pay, provided he or she notifies the payroll clerk within forty-eight (48) hours after the holiday and has received approval from the Chief of Police.

4. Any officer who actually worked on the day a holiday is observed by the Borough, shall be entitled to premium pay computed at 1.5 x regular hourly rate for the hours so worked on that day. Hourly rate is established by dividing the Officer's established annual salary by 2,080 working hours.

ARTICLE VII: LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

(a) Military Leave

1. A permanent employee who enters upon active duty with the military or naval services in time of war or emergency shall be granted a leave of absence, without pay, and will accumulate seniority during such period of service. An employee who voluntarily continues in the military service beyond the time when he or she may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his or her employment and resigned. Upon termination of said service from the period of original enlistment, the employee will be re-employed at the rate of pay prevailing for work which he or she is

ARTICLE VII: LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE (Cont'd)

(a, 1) Military Leave (Cont'd)

assigned at the time of his or her re-employment, providing however, that he or she has not been dishonorably discharged, the job or comparable job is available, he or she is physically, mentally and emotionally able to perform such work, and he or she makes written application for reinstatement within ninety (90) days after discharge.

2. A permanent employee who is a member of the National Guard or Naval Military or a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence, with pay, for such period. Such leave shall be in addition to regular vacation leave and such pay shall not be for more than two (2) weeks. Proof of service shall be requested.

3. A full-time temporary or provisional employee who is a member of the National Guard or Naval Militia or of a reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence without pay. Proof of service shall be required.

(b) Funeral Leave

A regular full-time employee who is excused from work because of the death of a member of his or her immediate family, as defined below, shall be paid his or her regular rate of pay for the scheduled working hours missed up to a maximum of 30 working hours.

Not more than ten (10) hours per day of twenty-four (24) hours for any period will be paid under the provision of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is as defined in Article XVIII (1), (e). In case of death in the immediate family, reasonable proof shall be required.

All leave benefits contained in this section shall be taken within one month of the date of the funeral.

(c) Sick Leave

Sick leave means the absence of a police officer because of injury, illness, exposure to contagious disease, attendance upon member of his or her immediate family seriously ill and requiring the care or attendant of such police officer.

Sick leave shall accrue to full-time police officers on the basis of one (1) working day per month during the remainder of the first (1st) calendar year of employment after initial employment, and fifteen (15) working days in every calendar year thereafter. Sick leave allowance not used in any calendar year shall accumulate to the police officer's credit from year to year to be used if and when needed for such purpose. If an officer is absent for reasons that entitle them to sick leave, your superior shall be notified not later than one (1) hour prior to the commencement of the schedule shift of the day to be taken.



ARTICLE VII: LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE (Cont'd)

(c) Sick Leave (Cont'd)

Failure to notify his or her superior may be cause of denial of the use of sick leave for the absence and constitute cause for disciplinary action.

An officer who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

On the third day the physician shall indicate when the officer may be expected to return to work. The Borough, at its option, may request the employee to submit to an examination by a mutually acceptable doctor, and at the expense of the Borough. Any prescription drugs or medication expenses shall be borne by the employee.

1. An officer who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

2. The appointing authority may require proof of illness of an Officer on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

In case of leave of absence due to exposure to contagious disease, a certificate from a physician mutually acceptable to the Borough and Officer shall be required.

The Borough may require an Officer who has been absent because of personal illness, as a condition of his or her return to duty, be examined by a medical doctor designated by the Borough. Such examination shall only establish whether the officer is capable of performing his or her normal duties and that his or her return will not jeopardize the health of other officers. The initial examination shall be paid by the Borough.

Absence without notice for five (5) consecutive days shall constitute a resignation. Sick leave is not to be used to extend vacation time.

All benefits of every kind, including salary, sick benefits, insurance, etc. are lost if the Officer engages in other gainful employment while on sick leave. Any employee out on sick leave may, with the Manager's approval, engage in other gainful employment as long as such employment does not jeopardize the employee's return to health. However, if an Officer lawfully performing other gainful employment while on sick leave is otherwise injured in the course of such employment, then all pay and other benefits otherwise due the Officer, shall be lost until the Officer returns to active duty. Any employee violating the provisions of this section may be subject to disciplinary action and/or loss of any claimed sick leave benefit.

ARTICLE VII: LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE (Cont'd)

(d) Leave Without Pay

The Chief of Police and Borough Manager, on the request of an Officer, and after reasonable notice, may grant a leave of absence, without pay, to said Officer for a period not to exceed six (6) months at any one time. Said leave may only be granted when the Chief of Police and Borough Manager receives a written request signed by the Officer and agrees to leave. The Manager may extend such leave for an additional period not to exceed six (6) months upon approval of the governing body. Additional leave may be approved only with the consent of the Department of Civil Service. If, however, the said Officer overstays such leave, his employment with the Borough shall be deemed to have terminated.

(e) Sick Leave: Pregnancy-disability

(1) An employee who requests leave without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The appointing authority may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

(2) An employee may use accrued leave time (for example, sick, vacation) for pregnancy-disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Insurance.

(f) Sick Leave: Work-Related

An employee who is disabled from a work-related injury or illness shall be granted a leave of absence with pay not to exceed six (6) months from the initial date of the injury or illness. An employee to be eligible must have an injury or illness resulting from his or her employment and must be eligible for Workmen's Compensation benefits in accordance with N.J.S.A. 34:15 et. seq. In addition, an employee to be eligible for sick leave work related benefits must pay to the Borough any Workmen's Compensation awards for lost wages and must report the accident in accordance with established Borough policy.

An employee who can return to work on a part-time basis shall be compensated for the hours actually worked and receive sick leave work related benefits for hours missed due to disability.

In the event Workmen's Compensation benefits are denied, the employee shall be deemed ineligible for sick leave work related benefits and shall be responsible for reimbursing the Borough of Washington for any benefits received to which the employee was not entitled. Payment under this section shall be recovered by means of setting aside the amount owed from any monies or benefits owed by the Borough to the employee and/or through a judgment of a court of competent jurisdiction. Nothing in this section shall be construed to deny benefits under this section for employee with claims for lost days if less than seven (7) if the insurance carrier provides payment of medical costs. This section shall be construed to be in addition to the other sick leave benefits provided in Sub-section (C).

ARTICLE VIII: OTHER BENEFITS

Section 1 - Legal Expenses

If an Officer is charged with a violation of the law as a result of acts committed by him in the course of performing his or her duties, the Borough shall select an Attorney to provide legal services to defend him or her. If the Officer is unsatisfied, he or she will be allowed to retain, at his or her own expense, private counsel. However, the Borough shall reimburse the Officer an amount which the Borough Attorney decides is equal to the fee he would have charged in reasonably disposing of the matter.

Section 2 - Medical Expenses and School

(a) Influenza Inoculation. The Borough will provide, at its expense, influenza inoculations for all Officers of the Borough. Any employee who avails himself or herself of this benefit shall by way of this Agreement hold the Borough harmless from any consequential effects related to the inoculation.

(b) Medical Insurance. The Borough agrees to provide hospital and surgical coverage, at the level of coverage currently available through the State. Major Medical Coverage shall also be provided at coverage levels available to state employees. The Borough will pay the entire expense for medical coverage for the employee and spouse and family coverage. No coverage is provided for prescription drugs.

(c) Advanced Education Incentive. Any officer who has received an Associates Degree in Police Science shall be entitled to \$ 250.00 in incentive pay and any officer who has received a Bachelor of Science degree in Police Science shall be entitled to \$ 500.00. Incentive pay shall be added to the officers base rate of pay. A copy of the diploma shall be required to be filed with the Borough to establish eligibility for this incentive pay program.

(d) Non-Police Academy Schools. An Officer who attends school for the purpose of obtaining police education or any degree in police science, at the discretion of the Chief of Police, shall be reimbursed One Hundred (100%) percent of the cost of his books and tuition upon the successful completion of each course with a "C" grade or better. Any Officer who attends said school shall be assigned a duty tour which will enable him to attend classes regularly as determined by the Chief of Police.

(e) Police Academy and Police Technical Schools. Any Officer attending a Police Academy or any other Police Training Academy, with the permission of the Chief of Police of the Department, shall be compensated straight time pay to complete the course, if funds are available therefore in the Borough's budget and the course makes it impossible for him to do his regularly assigned shift.

(f) Physical Examinations. Provided the Borough has just cause to suspect a physical problem exists and the Chief of Police concurs, physical examinations may be required at any time during the employment of a Borough employee to ascertain whether the employee can continue to perform the duties of the position held.

ARTICLE VIII: OTHER BENEFITS

(f) Physical Examinations. (Cont'd) In the event the results of the examination indicate that the employee is unable to satisfactorily perform the duties of the position he or she currently holds due to physical conditions, the employee shall, under doctor's care, be required to undergo therapy or treatment for correction of the deficiency. Unwillingness to participate in a prescribed therapy or treatment program may result in disciplinary action.

(h) Dental and Optical Care Benefit. The Borough agrees to reimburse employees and their dependents for dental and/or optical care. The maximum rate of reimbursement shall be two hundred dollars (\$ 200.00) per year for employees with dependents and one hundred dollars (\$ 100.00) per year for employees with no dependents. Employees must provide receipts in order to be reimbursed. The Borough will provide forms to employees during the month of November for reimbursement during the month of December.

(g) Physicals for Officers. The Borough agrees to provide one (1) physical for all Officers during the term of this contract. Pre-employment physicals shall be counted as satisfying this requirement if they were provided during the time period covered by this Agreement. All physicals shall be performed by a doctor mutually acceptable to both the Officer and Borough. The physical may include such diagnostic tests as blood sampling, urine analysis, chest X-Ray and EKG and no other, unless specifically authorized by the Borough, in writing, prior to the physical being performed. The Officer shall be responsible for any additional diagnostic testing and treatment resulting from the examination.

Section 3 - Reimbursement for Expenses

(a) Rates

(1) Meals shall be paid for by the Borough at the rate of \$ 4.00 for breakfast; \$ 7.00 for lunch; and \$ 10.00 for dinner, when approved by the Chief of Police in connection with police work assignments out of the Borough, provided proper receipts are presented for reimbursement.

(2) Mileage shall be paid for at the rate of \$ .25 per mile, if the Chief of Police of the Department determines such transportation necessary and does not provide transportation. Such mileage shall be computed from the Borough's Police Headquarters and returning same.

(b) Terms and Conditions of Reimbursement of Expenses

(1) Schools. At the discretion of the said Chief of Police, an Officer shall be paid for meals and transportation, if not provided, while attending a Police Academy or any other institution that he is ordered by the Chief of Police to attend. In such case the foregoing rates shall apply.

(2) Court Appearances. Meals and mileage expense shall be paid to an off-duty Officer while attending court out of the Borough in connection with a matter arising out of his Borough's employment, with the exception of a civil court; if said Chief of Police does not provide transportation and the Chief of Police determines that it is not practical to eat at home.

ARTICLE VIII: OTHER BENEFITS (Cont'd)

Section 3 - Reimbursement for Expenses (Cont'd)

(b) Terms and Conditions of Reimbursement of Expenses

(3) Other Assignments. Meals and mileage expense shall also be paid to any Officer while on any official assignment including an overtime assignment for the Department when an official car is not available and when said Chief of Police determines that it is not practical for the Officer to eat at home.

(c) Clothing.

(1) Each Officer shall receive the uniforms and equipment as required by the Chief of Police and said uniforms shall be maintained by the Borough to the amount allotted in the Budget. In addition, the Borough shall purchase and furnish a new Officer one (1) hand gun which shall be in reasonable satisfactory condition. Said gun shall be returned to the Borough upon the termination of the Officer's employment.

(2) If an Officer has part of his uniform destroyed in the line of duty, the Borough shall replace it upon the approval of the Chief of Police.

(3) Hardware items such as hand guns, if damaged in the line of duty, holsters and belts, handcuffs and cases, night sticks, safety helmets, badges and mace shall be purchased and supplies by the Borough and replaced if the Chief of Police deems same necessary in addition to the allowance for each Officer.

(4) The Officer shall work in immaculate dress and be subject to spot dress inspection by the Chief of Police.

(5) Employees shall be responsible for lost items of clothing or equipment and items destroyed or damaged by negligent action or abuse.

ARTICLE IX: HOURS OF WORK AND OVERTIME

Section 1 - Hours of Work

(a) Tours of Duty. Officers shall work forty (40) hours a week. It is understood that nothing in this Agreement shall constitute a guarantee that the Borough shall provide any specific number of hours of work for any employee or employees.

(b) Work Schedule. Officers shall work in accordance with schedules posted on a monthly basis by the Chief of Police of the Department.

Section 2 - Overtime

(a) When Overtime Occurs. Overtime shall be paid to any Officer when he or she is required by the Police Chief to work in excess of a forty (40) hour week, or on a regularly scheduled day off when he or she is not compensated by another day off at the discretion of the Chief of Police. Officers shall be paid compensation at the rate of 1½ times their regular hourly rate. This section shall not apply if an emergency is declared in accordance with the Revised Ordinances of the Borough of Washington or the laws of the State of New Jersey in which case Officers

ARTICLE IX: HOURS OF WORK AND OVERTIME (Cont'd)

Section 2 - Overtime (Cont'd)

so called to duty shall not receive any overtime pay but instead work at the regular hourly rate. All overtime must be approved by the Chief of Police.

(b) Minimum Overtime. Except as hereinbefore provided, whenever an Officer is called to perform overtime duty when he or she is already off duty and has left the premises, he or she shall be paid for a minimum of two (2) hours overtime. For annual inspections, departmental meetings, funerals or special classes, Officers will not receive overtime pay but shall receive pay at their regular hourly rate.

(c) Court Appearances. An Officer required to report to Municipal or other Courts in the performance of his duties, other than civil action while on his off-duty time shall be paid for two (2) hours at his regular hourly rate for each attendance of the Municipal Court, and at his regular hourly rate for each hour while attending other Courts, subject to the approval of the Chief of Police. In addition to the minimum two (2) hours at his regular pay for attendance at Municipal Court, an Officer shall be entitled to straight-time pay for actual hours worked beyond the two hour minimum.

(d) Employee Obligation. When circumstances warrant overtime work may be required of the employee by his or her supervisor, provided twenty-four (24) hour notification is given. Notification of less than twenty-four (24) hours may be given if an emergency or unforeseen situation arises demanding immediate attention and the overtime may be refused for reasons of health only. All overtime work must be approved by the Chief of Police or Shift Supervisor. Emergency or extenuating circumstances may prevent supervisory approval of overtime prior to working overtime. Any employee falling within this scenario shall continue to work as needed but should notify his or her Supervisor as soon as reasonably possible. An employee failing to adequately justify overtime hours shall be subject to disciplinary proceedings for the unjustified hours worked if a recurring pattern of unnecessary work is established.

Section 3 - On Call Standby Pay

This section applies only to those times when an officer is required to standby for immediate response to a call from the court to appear in court to offer testimony in a case before the court related to his or her duty as a law enforcement officer for the Borough. The term immediate response is defined as requiring an officer upon receipt of a call from the court to respond directly to the court without delay. On call standby pay shall not apply when an officer is merely notified a case may be heard during a particular week and he or she will be called as to the exact date when the case will be heard.

When this section applies, an officer shall record his or her time on a pay voucher as "O.C.S." time for those hours while on call. On call standby pay shall be computed by the number of hours on call times point two zero times base salary divided by two thousand eighty hours.

ARTICLE IX: HOURS OF WORK AND OVERTIME (Cont'd)

Section 3 - On Call Standby Pay (Con't)

Formula: 
$$\frac{N \times .20 \times \text{Base Salary}}{2080}$$

On call standby pay shall not be applicable prior to the opening of court or after the closing of court on the day for which O.C.S. time is requested.

ARTICLE X: COMPENSATION

Section 1 - Salary

The Borough will pay each Officer on a Bi-weekly basis, each salary check to represent 1/26 of the Officer's established annual salary. Payment for a vacation period shall be made on the established day of the week. There is no guarantee of a minimum number of hours.

An employee may accept additional work for the Borough under a different classification on a part-time or temporary basis, provided the hours worked do not interfere with the employee's normal hours of work. Work performed under a separate job classification on a part-time or temporary basis shall be compensated at the rate approved for the class title. Overtime shall be paid for all hours worked at the secondary classification. Employees will be compensated whenever possible at a rate of pay identical to their current pay in their regular position except when the wage or salary range for the class title would be surpassed, in which case the employee will be paid at the top rate in the wage or salary range for the secondary job classification. If the employee does not receive the minimum wage or salary established for the secondary classification, then the employee shall have his/her rate of pay computed based upon the starting salary in the secondary classification.

(a) Rate. Overtime shall be paid to all Officers based on the regular hourly rate x 1½. The hourly rate is to be determined by dividing the Officer's established annual salary by 2,080 working hours.

(b) Payment. When an Officer has worked overtime during any given week, he shall complete a form to be provided by the Chief of Police.

(c) Time of Payments. Payment for overtime shall, if practical, be included in the salary check due the Officer after the overtime slip therefore is submitted to the Borough Manager for payment, in any event the Borough shall make a reasonable effort to pay same within fifteen (15) days thereafter.

Article X: COMPENSATION (Cont'd)

Longevity

Police Officers having completed more than five (5) years of service with the Borough shall receive two (2%) percent of their base salary every year thereafter while in the continuous employment of the Borough. Police Officers having completed more than ten (10) years of service shall receive longevity compensation at the rate of two and a half (2½%) percent of their base salary every year thereafter while in the continuous employment of the Borough. Police Officers having completed more than fifteen (15) years of service with the Borough shall receive three (3%) percent of their base salary every year thereafter while in the continuous employment of the Borough.

ARTICLE XI: RETIREMENT

In addition to the retirement program required by State Law and Social Security, permanent employees in the employ of the Borough who retire, shall be entitled to receive compensation for unused sick leave time computed at the rate of one-half of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave, based upon the base salary approved in the Salary Ordinance currently in effect, upon retirement, but in no case more than \$ 7,000.00 in 1989, \$ 7,250.00 in 1990, and \$ 7,800.00 in 1991. Retirement shall be defined as leaving of employment with the Borough in good standing upon either reaching the age of 55 or greater or having 25 years or greater of service with the Borough on a full-time basis. Unused sick leave in accordance with this Article will be paid to the widow or estate of the deceased in the event the employee dies while still employed by the Borough. The Borough shall have up to eighteen (18) months from date of retirement or death to make payment in accordance with this article in order to provide for proper budgeting of these costs.

ARTICLE XII: TEMPORARY DISABILITY INSURANCE

All Police Officers shall be enrolled in the State's Temporary Disability Program. In accordance with the State Program, the cost shall be borne equally by employees and employer.

ARTICLE XIII: STEP SYSTEM FOR PATROLMEN AND PATROLWOMEN

The patrolman's and policewoman's salary range shall be divided in six (6) equal steps which shall each represent one (1) year of service. All future patrolmen or patrolwomen shall be placed on the step system, based upon their anniversary date of employment with the Borough. Movement of patrolmen or patrolwomen through the step system shall be automatic, based upon the patrolman and patrolwoman's years of service with the Borough. It is the desire of both parties to see that the step system remain intact through future contracts as an integral part of a comprehensive salary program.



ARTICLE XIV: GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any differences or dispute should arise between the Borough and the Association, or its members employed by the Borough, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the written grievance is filed within two (2) working days of its occurrence of employee knowledge thereof with the Chief of Police and/or Manager.

A written grievance shall state the facts surrounding the filing of the grievance, the remedy sought, and the alleged contractual provisions that were violated. A meeting shall be held during normal working hours of the Borough.

(1) Between the aggrieved employee, with or without the steward and the Chief of Police. If no satisfactory agreement is reached within two (2) working days, then a meeting shall be held.

(2) Between the aggrieved employee and the Borough Manager or his designated representative and if no agreement satisfactory to both sides has been reached within fifteen (15) working days, then a meeting shall be held.

(3) Between the aggrieved employee and the Borough Manager and Council in conference with a P.B.A. representative.

(4) Should the aggrieved person be dissatisfied with the decision of Step 3, such person may, within five (5) days, request arbitration. The arbitrator shall be chosen in accordance with the rules for the American Arbitration Association. However, no arbitration hearing shall be scheduled sooner than twenty (20) days after the decision in Step 3. In the event the employee elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled, the matter withdrawn from the American Arbitration Association, and the P.B.A. will pay whatever costs may have been incurred in processing the case to the American Arbitration Association.

The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by the parties respectively. The arbitrators shall be required to render any decision to the Department of Civil Service and/or the Public Employees Relations Commission. The arbitrator shall be required to determine initially whether he has jurisdiction to hear the dispute at issue. The arbitrator shall only hear one case at a time and several cases shall not be heard together.

Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last answer. No grievance shall be filed or recognized based on any occurrence which happened more than ninety (90) days from the date of occurrence.

ARTICLE XIV: GRIEVANCE PROCEDURE AND ARBITRATION (Cont'd)

If written grievance is filed personally, a receipt must be given to be valid. If, a grievance is filed by mail, it must be mailed to the Borough Manager, 100 Belvidere Avenue, Washington, New Jersey, 07882, with the postmark and signed receipt within the above stated time limits.

It is especially understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties; (b) involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this Agreement; (c) involves claims of violation of an allegedly imposed or assumed obligation; (d) would require an arbitrator to rule on, consider or decide the appropriate or hourly, salary or incentive rate at which an employee shall be paid, or the method by which his or her pay shall be determined; (e) would require an arbitrator to consider, rule on, or decide any of the following:

(i) the elements of a job assignment, (ii) the level, title or other designation of any employees job classification, (iii) the right of management to assign or reassign work, (iv) pertains in any way to the establishments, administration, interpretation or application of insurance pension, savings or othe benefit plans in which covered employees are eligible to participate.

Section 2 - Compensation and Expense for Impartial Hearing

(a) The reasonable compensation and expenses, if any, of a Referee shall be borne equally by the Borough and the P.B.A. and compensation and expenses of each designee of a party shall be borne by the designating party.

Section 3 - Computation of Time, Changes and Condition of This Agreement

(a) Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify, or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.

(b) The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by Ordinance. This Agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned, and if not available, the Borough agrees to exert its bona fide and lawful efforts to obtain such appropriations.

ARTICLE XV: RETENTION OF BENEFITS

It is the intention of the parties that members of the P.B.A. shall retain such benefits or conditions of employment as specifically provided for in this Agreement and these benefits and conditions of employment shall continue until such time as either amended or superceded by a new Contract with the employee group covered by this Agreement.

ARTICLE XVI: JOINT P.B.A. - MANAGMENT COMMITTEE

A committee consisting of representatives of the Borough and the P.B.A. shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said committee will meet if so requested, by either party, provided ten (10) days written notice is provided to the other party. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

The purpose and intent of such meetings is to foster good employment relations through communications between the Borough and the P.B.A. on such matters of mutual interest.

ARTICLE XVII: NO-STRIKE PLEDGE

The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of an employee from his or her duties of employment, work stoppage, slowdown, walk-out or other job action against the Borough).

ARTICLE XVIII: MISCELLANEOUS

Section 1 - Definitions

(a) Full Time Employees. Full Time Employees are all regular full-time Police Officers employed in the Borough in the Police Department who shall be subject to 24 hour duty per day which duty includes Sunday and Holidays. Excluded are all police personnel above the rank of Lieutenant and all clerical help.

(b) Appropriate Unit. The appropriate unit is defined only as full time Officers of the Police Department, excluding those above the rank of Lieutenant.

(c) Accredited Representatives. The accredited representatives of its employees in said unit is New Jersey Patrolmen's Benevolent Association, Local #280, 100 Belvidere Avenue, Washington, NJ 07882.

(d) Officer. Wherever the term "Officer" appears herein, it shall be defined as a full-time uniformed employee of the Police Department as well as plain clothed detectives who hold the rank of Sergeant, but in no way including civilian employees or civilian clerical employees.

(e) Members of the Immediate Family. Members of the immediate family are defined as the Officer's or spouse's father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, foster child, grandmother, grandfather, and relatives of Officers residing in the Officer's household.

(f) School. School is defined as any institution under the control and supervision of or approved and licensed by the New Jersey State Department of Education. Refer to Article VIII, Section 2, Sub-section D.

(g) Established Annual Salary. The established annual salary shall mean base salary.

ARTICLE XVIII: MISCELLANEOUS (Cont'd)

(h) Creditable Service. Any person employed in the capacity of full-time Officer, shall for the purpose of determining salary benefits or compensation, including vacations, be considered to have been appointed as of the date of hiring.

(i) Steward. That representative of the P.B.A. selected annually by the P.B.A. membership who is authorized to appear on behalf of the P.B.A. The P.B.A. shall, before January 15th of each year, advise the Borough of the selection of a steward.

ARTICLE XIX: EMPLOYEE RESPONSIBILITIES

Section 1 - Notification of Change in Personnel Data

All employees are required to notify the Borough Manager of any change of address, telephone number, tax deduction status, or any other information normally recorded on personnel data sheets in personnel files.

Section 2 - Resignation

All resignations shall be submitted in writing if at all possible. Two (2) week's notice is considered reasonable and appropriate for an employee to provide to his or her employer. Should an employee fail to give proper notice, in proper form, the Borough may terminate the employment immediately.

Section 3 - Driver's License Revocation

Any employee may be suspended, without pay, if said employee's privilege to operate a motor vehicle in the State of New Jersey is suspended for a period in excess of seven (7) days or revoked, provided the circumstances under which the license was suspended or revoked warrants such Action in the opinion of the Borough Manager and Chief of Police. Any employee may be dismissed if his or her license to operate a motor vehicle is suspended in excess of seven (7) days or revoked twice within any five (5) year period, provided circumstances under which the license was suspended or revoked warrants such action in the opinion of the Borough Manager and Chief of Police.

ARTICLE XX: BENEFIT COMPENSATION

Section 1: All benefits contained in this Agreement shall be calculated based on an 8 hour work day. (Example: An employee working for four (4) ten (10) hour shifts would utilize 5 vacation days or sick days for the 40 hours not worked.)

Appendix A

P. B. A. Base Salary Schedule

	<u>1989</u>	<u>1990</u>	<u>1991</u>
Lieutenant	\$ 33,390.00	36,025.00	37,946.00
Sergeant	31,880.00	34,025.00	35,946.00
Police Officer			
First Year	22,182.00	23,069.00	23,992.00
Second Year	23,846.00	24,800.00	25,792.00
Third Year	25,509.00	26,657.00	27,990.00
Fourth Year	27,175.00	28,396.00	29,816.00
Fifth Year	28,836.00	30,272.00	32,088.00
Sixth Year	30,500.00	32,025.00	33,946.00

P.B.A. Local #280 Representatives

Daniel Matta

Bery Cotto

BOROUGH OF WASHINGTON

Ronald S. Kaplowitz

Ronald S. Kaplowitz, Mayor

Alan M. Fisher

Alan M. Fisher, Borough Manager

ATTEST:

Linda L. Connelly

Linda L. Connelly, R.M.C./Borough Clerk

BOROUGH SEAL

MEMORANDUM OF UNDERSTANDING

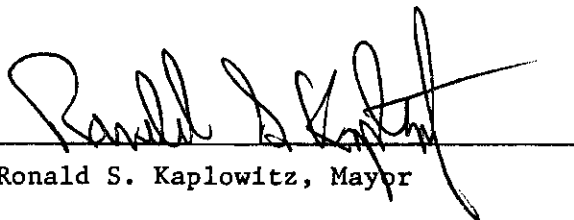
WHEREAS, on January 23, 1987 the Borough adopted an amendment to the Administrative Policy on compliance with the Fair Labor Standards Act regarding pay periods for Police Officer; and

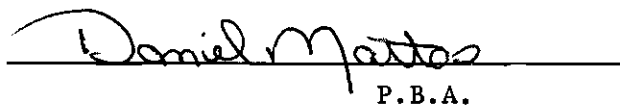
WHEREAS, the Borough and P.B.A. could not reach agreements on any proposed language changes to the contract then in effect; and

WHEREAS, the P.B.A. has not raised any objections to the change in pay period since its adoption nor in negotiations of the 1989-1991 agreement; and

WHEREAS, overtime payments have been made upon the twenty-eight (28) day work period in accordance with the Fair Labor Standard Act since January 27, 1987.

NOW, THEREFORE, both parties acknowledge the understanding that this practice shall continue during the term of the 1989-1991 Agreement.

  
\_\_\_\_\_  
Ronald S. Kaplowitz, Mayor

  
\_\_\_\_\_  
P.B.A.