

AGREEMENT BETWEEN

THE TOWNSHIP OF WALL

AND

THE SUPERIOR OFFICERS ASSOCIATION

ON BEHALF OF THE SUPERIOR OFFICERS OF WALL TOWNSHIP

JANUARY 1, 2004

THROUGH

DECEMBER 31, 2006

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**ARTICLE I**

**PREAMBLE**

This Agreement is made and entered into in Wall Township, New Jersey, this day of \_\_\_\_\_, 2004 between the TOWNSHIP OF WALL, a Municipality in the County of Monmouth and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Superior Officers Association, hereinafter referred to as the "S.O.A".

**WHEREAS**, the Township and the S.O.A. recognize and declare that providing quality Police Protection for the Township is their mutual aim; and

**WHEREAS**, the Township has an obligation pursuant to Chapter 303, Public Laws of 1968, to negotiate with the S.O.A., as the representative of Employees hereinafter designated with respect to the terms and conditions of employment; and

**WHEREAS**, the parties have reached certain understanding which they desire to confirm in this Agreement;

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

**ARTICLE II**  
**DEFINITIONS**

- A. **AGGRIEVED** Shall mean any Member, Officer or Employee, or group of Members, Officers, or Employees whereupon an alleged injustice has been perpetrated against, or filed.
- B. **CHIEF** Shall mean the Chief of Police, the head of the Police Department, Police Department of the Township of Wall, in the County of Monmouth, State of New Jersey.
- C. **CIVILIAN** Shall mean any person or persons not certified and sworn as Police Officers in the State of New Jersey.
- D. **DEPARTMENT** Shall mean the Police Department of the Township of Wall, in the County of Monmouth, State of New Jersey.
- E. **EMPLOYEE** Shall mean any salaried Superior Officers of the Township of Wall Police Department as specifically defined in Article III.
- F. **EMPLOYER** Shall mean the Township of Wall, a Municipality in the County of Monmouth, State of New Jersey.
- G. **MEMBER** Shall mean the participants and Members of the Superior Officers Association of the Township of Wall Police Department.
- H. **OFFICER or POLICE OFFICER** Shall mean sworn and certified law enforcement personnel of the Township of Wall Police Department and recognized as such by the Statutes of the State of New Jersey

I. PBA or PBA LOCAL Shall mean Local 234 of the New Jersey State Policemans' Benevolent Association, of the Township of Wall Police Department.

J. TOWNSHIP Shall mean the Township of Wall, a Municipality in the County of Monmouth, State of New Jersey.

K. MAY is permissive.

L. SHALL is mandatory.

M. S.O.A. Shall mean all members of the Superior Officers' Association of the Wall Township Police Department who hold the rank of Corporal, Sergeant, Lieutenant or Captain.

Effective on the date of last signature upon this Agreement the title Corporal will no longer be used. All those employees who as of that date hold the title Corporal will be reclassified as Sergeant and those employees who on that date hold the title Sergeant shall be classified as Sergeant First Class. This is a change in nomenclature only. This change will not entitle any employee to an increase in salary or a change in any other benefits.

**ARTICLE III**  
**RECOGNITION**

The Township hereby recognizes the S.O.A. as the sole and exclusive representative and bargaining agent for all Superior Officers of the Police Department, for the purpose of collective negotiations with respect to salaries, claiming benefits, working conditions, procedures for adjustments of disputes and grievance and other related matters.

The bargaining unit shall consist of all Superior Officers of the Police Department of the Township of Wall, New Jersey, to include Corporals, Sergeants, Lieutenants and Captains, now employed, formerly employed and hereinafter employed. For the purposes of this agreement, the terms Police Officer, Employee or Employees, shall refer to all members of the bargaining unit as defined herein. This agreement shall be binding upon parties hereto.

Effective on the date of last signature upon this Agreement the title Corporal will no longer be used. All those employees who as of that date hold the title Corporal will be reclassified as Sergeant and those employees who on that date hold the title Sergeant shall be classified as Sergeant First Class. This is a change in nomenclature only. This change will not entitle any employee to an increase in salary or a change in any other benefits.

**ARTICLE IV**  
**EMPLOYEE RIGHTS**

A. Pursuant to Chapter 303, Public Laws of 1968, the Township hereby agrees that every Superior Officer shall have the Right to freely organize, join, and support the S.O.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

B. As a body exercising governmental power under the Laws of the State of new Jersey, the Township undertakes and agrees that it shall not directly and indirectly discourage or deprive or coerce any Policeman in enjoyment of any Rights conferred by Chapter 303, of the Public Laws of 1968, or other laws of New Jersey, or the Constitution of New Jersey and the United States.

C. 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 S.O.A. and its affiliates, provided such activities are lawful and proper, collective negotiations with the Township, or his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

D. No Employee who is a Member of the S.O.A. and acting against for his acts as such official of the SOA, nor shall the Township discriminate against any Employee because of SOA

Membership or activities, provided such activities are lawful and proper.

E. Any change in Department Procedures and Regulations that is promulgated by the Chief of Police shall be served upon the President of the S.O.A. immediately except that in the event of an emergency, no notification is necessary.

**ARTICLE V**  
**ASSOCIATION RIGHTS**

A. **GRIEVANCE COMMITTEE** There shall be four (4) Members of the SOA Grievance Committee, Members as defined by this Section, no more than three (3) of whom shall be granted leave from duty without loss of pay for all meetings between the Township and the SOA Local for the purpose of processing grievances. When such meetings take place at a time during which such Members are scheduled to be on duty, leave shall be granted only upon twenty-four (24) hours prior notice to the Chief of Police, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Policemen to bring the Department to its proper effectiveness as determined by the Chief of Police or his designee.

1. Members of the SOA Grievance Committee shall be the President or Vice President, and three (3) additional members as appointed by the President of the SOA.

B. **COLLECTIVE BARGAINING COMMITTEE** There shall be three (3) Members of the SOA Collective Bargaining Committee, Members as defined by this section, no more than three (3) of whom shall be granted leave from duty without loss of pay for all meetings between the Township and the SOA for the purpose of conducting collective bargaining between the parties. When such meetings take place at a time during which Members are scheduled to be on duty, leave shall be granted only upon (24) hours prior notice to the Chief of Police, provided the conduct of said business shall not diminish the effectiveness of the Police Department or shall require the recall of off-duty Policemen to bring the Department to its proper effectiveness, as determined by the Chief of Police or his designate.

1. Members of the SOA Collective Bargaining Committee shall be the President or Vice President and two (2) additional Members as elected by the Membership of the SOA.

C. INDIVIDUAL SOA OFFICIALS There shall be four (4) Members of the SOA, Members as defined by this Section, to be granted leave from duty without loss of pay, for the purpose of attending the SOA regular monthly meetings. When such meetings take place at a time during which such Members are scheduled to be on duty, leave shall be granted only upon twenty-four (24) hours prior notice to the Chief of Police, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Policemen to bring the Department to its proper effectiveness, as determined by the Chief of Police or his designate.

1. Officials of the SOA shall be the President or Vice President, Secretary and Treasurer as elected by the Membership of the SOA.

**ARTICLE VI**  
**NEGOTIATIONS PROCEDURE**

A. Collective bargaining with respect to rates of pay, or other conditions of employment shall be conducted by the duly authorized bargaining representatives of the parties. Unless otherwise designated, the Township Administrator or his designate, and the President of the SOA or his designate, shall be the respective negotiations representatives for the parties.

B. Collective Bargaining Meeting shall be held at times and places that are mutually convenient, at the request of either party.

C. No more than three (3) additional representatives and two(2) professional counsel of each party shall participate in Collective Bargaining Meetings.

D. The Township and the SOA agree to meet no later than the tenth (10th) day of September immediately prior to the expiration of this Agreement for the purposes of negotiations and discussions relative to an Agreement or continuance of the present Agreement.

E. In the event that changes, additions, corrections, or deletions of the present Agreement are desired by either party, the parties agree to meet and discuss the proposed changes on a minimum of once weekly until such time as all parties have agreed to the proposed Agreement or the proposed Agreement has been submitted to Arbitration. Such time limitations may be waived by mutual agreement.

## ARTICLE VII

### GRIEVANCE PROCEDURE

A. A Grievance is hereby defined as any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement, and may be raised by an Employee, the SOA on behalf of an Employee or a group of Employees.

1. If an Employee is disciplined and in the judgement of such Employee, the action taken by the Township or the Department is without just cause, or if an Employee or group of Employees feel aggrieved concerning any specific provision or provisions of this Agreement or which are provided for in any Statute, Character, Provision, Ordinance, Rule, Regulation, or Policy which is not in conflict with this Agreement, including any claim of unjust discrimination, and any other matter or condition affecting his/their health or safety, may grieve such situation or circumstances in accordance with this Article.

B. ALL Grievances shall be in writing and shall contain a clear and concise statement of the Grievance and indicate the following:

1. The issue/issues involved
2. The relief sought
3. The date the incident or violation took place
4. The specific Section or Sections of the Agreement involved.
5. The steps taken by the aggrieved to try and resolve the Grievance.

- C. The adjustment of a Grievance shall be sought as follows:
1. The aggrieved shall take up the matter with his DIVISION COMMANDER within thirty (30) days of being advised of the incident giving rise to the Grievance, in an effort to adjust the Grievance satisfactorily between the aggrieved and the person responsible for this incident as a Grievance.
  2. If the Grievance is not adjusted to the satisfaction of the aggrieved with the DIVISION COMMANDER within fourteen (14) days of a request for such a meeting, the aggrieved shall take up the matter, in writing, to the Chief of Police.
  3. If the Grievance is NOT adjusted to the satisfaction of the aggrieved by the Chief of Police within fourteen (14) days of such a meeting, or if the Chief of Police fails to meet with the aggrieved within fourteen (14) days of such a request for a meeting, the aggrieved shall submit a complaint, in writing, to the President of the SOA as well as each member of the appointed Grievance Committee shall study and investigate ALL grievances submitted by the aggrieved and submit a written report to the President of the SOA indicating the facts and setting forth recommendations. Such a report shall be submitted to the President of the SOA within ten (10) days of receiving the written complaints from the aggrieved.
  4. Upon receipt of the written report by the Grievance Committee, the President of the SOA shall inform the membership of the facts at the first regular monthly meeting.

The SOA Membership shall then vote and dispose of the matter by dismissal, or proceed with the matter, as set forth by this Article and Section.

5. If the grievance has been determined, by vote, to be "valid" by the SOA Membership, the President of the SOA and Grievance Committee shall take up the matter with the Township Administrator, by requesting, in writing, a Hearing within five (5) days of said regular monthly meeting.
6. Within thirty (30) days of such a request for a hearing by the Grievance Committee, the Township Administrator shall hold a hearing, at which time all parties of interest shall be heard. If the Grievance is not adjusted to the satisfaction of the Grievance Committee and/or the Township Administrator fails to conduct a hearing within thirty (30) days of such a request for a hearing, the matter shall be submitted to binding arbitration.
7. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. The party demanding arbitration shall request the New Jersey Public Employment Relations Committee or the American Arbitration Association to appoint an arbitrator to hear the arbitration in the manner set forth in Rules or Regulations of either such agency.
8. The decisions of the Arbitrator shall be final and binding on the Association, grievant and the Employer. The arbitrator shall be bound by the provision of this agreement, and shall be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this agreement or any amendment or supplement thereto. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement in writing with reasons for his decision. The arbitrator may prescribe an appropriate back-pay remedy when he finds a violation of this Agreement, provided such

remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

D. In the event that a Grievance arises in which two(2) or more members are affected by it, the matter shall be brought to the attention of the SOA Membership. Upon presentation of the facts, a vote shall be taken to determine if the matter is in fact a Grievance and that the matter does in fact affect two (2) or more Members. If such a matter has been determined by VOTE, to be "Valid", the President of the SOA shall then represent the aggrieved Members, and proceed with the Grievance as set forth in this Article.

E. The TIME LIMITS specified in this Article shall NOT include Saturdays, Sundays or Holidays. Such TIME LIMITS may be extended, shortened, or waived by Mutual Agreement by ALL parties.

F. The steps specified in this Article may be waived by Mutual Agreement by ALL parties involved.

G. Nothing herein is intended to deny an employee his rights of appeal as granted by Statute or Case Law.

**ARTICLE VIII**  
**DUES DEDUCTION**

A. The Township shall withhold from the Employee's paycheck, twice monthly, an amount of money to be forwarded to the PBA Treasurer. Such deduction shall be known as "PBA/SOA Membership Dues Deductions".

1. Each Employee who desires to have deductions made shall submit a written request to the Township Finance Officer indicating such a desire to have the deductions made automatically.
2. Such a request shall be maintained by the Township Finance Officer until such time as the Employee indicates, in writing, to alter such a request. The Employee in no event shall submit such a request for alteration more than once yearly.
3. Such request form shall be of such desire and format as the Township Finance Officer may deem proper and correct.
4. The Township shall not require Employees to submit written requests more than once yearly with the Township Finance Officer; further, the Township shall not require weekly, monthly, or other time period submission of the written request if such Employee has no desire to alter the request.

B. The PBA Treasurer shall notify, in writing, the Township Finance Officer, once yearly, the amount of monthly dues the PBA/SOA Membership has decided, by vote, to withhold from the regular paychecks.

1. Notification, in writing, shall be submitted no later than December 1st of each year as to the amount to be deducted commencing on January 1st of the following year.

2. Notification, in addition to the annual notification, may be submitted at any time in the event the SOA had decided, by vote, to alter the amount of dues to be deducted. Such notification shall be in writing and shall indicate clearly on what date such change will take effect.

C. The Township Finance Officer shall forward a single check for all Employees' dues deductions made during the preceding month to the PBA Treasurer no later than the fifteenth (15th) day of the following month, each month.

D. The Township and the SOA shall adhere to the provisions of N.J.S. 52:14-15.9e in regards to Employer Payroll Deductions.

E. Pursuant to N.J.S. 40A:9-17, the Township shall withhold Credit Union deductions from Employee biweekly pay at the election and direction of each Employee in accordance with the Rules and Regulations of said Credit Union.

**ARTICLE IX**  
**ASSOCIATION USE OF FACILITIES**

A. The Township shall provide space for a bulletin board in a conspicuous location within the Police Department Building for the use of the SOA for posting notices concerning SOA business and activities, at no cost to the Township.

1. All notice shall be posted only upon the authority of officially designated SOA representatives and shall not contain inflammatory, annoying or subversive literature, photographs, cartoons, or other printed materials. The posted materials shall be neat and orderly thereon.
2. The Secretary of the SOA shall be responsible for the neatness and orderly appearance of the bulletin board.

B. The Township shall provide space within the Police Department Building for a file cabinet or cabinets for the purpose of storing SOA items and materials at no cost to the Township.

1. The SOA President, Vice President, Secretary, Treasurer and Trustees shall maintain the storage cabinet(s).

C. The Township shall permit the SOA reasonable use of the following equipment and services as outlined in this Section, at no cost to the Township, and which use and services shall not interfere with the operations of the Police Department.

1. The Township shall permit the reasonable use of the Departmental photocopier, facsimile machines, print shop, and word processing computer facilities.
2. Staff and equipment operations shall supervise the operation of equipment and services.

3. The SOA shall not reproduce material and literature if containing inflammatory, annoying or subversive printed matter or reproduce materials protected by the Copyright Laws of this, or any other State.
4. The cost of all materials used in the pursuit of SOA business shall be provided at no cost to the Township by the SOA.

D. The Township shall permit the use of Departmental computers under the conditions as set forth in this Section at no cost to the Township and which use shall not interfere with the operations of the Police Department. The SOA shall not remove any computer from its designated place of assignment or use. The use of computers provided herein shall be only while off duty. No addition, deletion or altering of software is permitted.

E. The SOA recognizes that any damage sustained to any equipment as the result of abuse or negligence incurred while in the pursuit of SOA business shall be repaired or replaced as the case may warrant by and at the cost of the SOA.

**ARTICLE X**  
**RESIDENCE**

A. The Township agrees that Employees, as defined by this Agreement shall not be required to reside or not reside in any specific place or places other than to require such Employees to reside within the State of New Jersey as a permanent place of residence.

B. Place of residence shall not be considered as a condition of employment or advancement in rank or grade, nor shall it be considered in any manner during the process of employment or advancement in rank or grade, except as provided by N.J.S.A. 40A:14-122.6

## **ARTICLE XI**

### **DISCIPLINE**

A. No permanent Employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or grade or disciplined in any manner except for just cause. Disciplinary proceedings shall be conducted in accordance with the provisions of the Township Personnel Ordinance and N.J.S.A. 40A: 14-147.

B. **Bill of Rights:**

1a. The Employer will provide the Association (PBA) with copies of all personnel orders as soon as the personnel orders are issued. As used in this section, "personnel orders" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

b. Any Employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

(1) The Employee will be informed prior to the interview if the Employer believes the Employee is a suspect in the investigation.

(2) The Employee will be informed of the nature of the investigation and allegations, and afforded the opportunity to consult with an Association representative prior to an interview. The Employee shall be allowed the right to have an Association representative present during the interview. The opportunity to consult with the Association representative or to have the Association representative present at the interview shall not delay the interview more than two (2) hours except for minor complaints (incidents for which discipline no greater than oral reprimand may result) which may be handled immediately when a representative is not readily

available. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the Employee will be allowed up to two (2) hours to obtain a representative to assist him in the interview.

(3) With the exception of telephone interviews, interviews shall take place at Employer facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

(4) The Employer shall make a reasonable good faith effort to conduct these interviews during the Employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.

(5) The Employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the laws of the State or the United States.

(6) Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion.

(7) The Employee shall be entitled to such reasonable intermissions as he shall request for personal necessities.

(8) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the Employee about information which is developed during the course of the interview.

(9) If the Employer tape records the interview, a copy of the complete interview of the Employee, noting all recess periods, shall be furnished, upon request, to the Employee. If the interviewed Employee is

subsequently charged and any part of any recording is transcribed by the Employer, the Employee shall be given a complimentary copy thereof.

(10) Interviews and investigations shall be concluded with no unreasonable delay.

(11) The Employee shall be advised of the results of the investigation and any future action to be taken on the incident.

(12) When the investigation results in Departmental charges being filed against the Employee, the Employee, upon written request, will be furnished with a copy of the reports of the investigation which will contain all known material facts of the matter to include any tape recordings at no cost. The Employee will also be furnished with the names of all witnesses and complainants who will appear against him or her and/or whose statements will be used against him or her.

**ARTICLE XII**  
**TABLE OF ORGANIZATION**

A. The Township shall, by Ordinance, which Ordinance may be amended from time to time by Resolution, set forth the authorized allowance of personnel in the following classifications:

- a) Captains
- b) Lieutenants
- c) Sergeants\*
- d) Corporals\*
- e) Detectives
- f) Patrolmen

B. The Chief of Police shall, by written Order, which written Order may be amended from time to time by written Order, set forth the authorized allowance of personnel, not to exceed the total authorized Departmental allowance of personnel as set forth by the Township, in the following Departmental Assignments:

- a) Traffic Investigations
- b) Administration Assignments
- c) Criminal Investigations
- d) Juvenile Investigations
- e) Forensic Investigations
- f) Patrol Assignments

\*Effective upon the signing of this Agreement, Corporals will be classified as Sergeants and Sergeants will be classified as Sergeants First Class. This shall be a change in nomenclature only and will not entitle any employee to any increased salary or change in any other benefits.

## **ARTICLE XIII**

### **VACANCIES**

A. Existing Waiting Lists of promotion shall be valid for a period of eighteen (18) months. The Township reserves the right to amend the Table of Organization of the Department as it shall deem necessary for the best interests of the Township of Wall.

B. Upon completion of the testing and issuance of the Waiting List, the said List shall be posted in a conspicuous location within the Police Department Building.

C. The posted waiting list shall consist of the names of the participants and their overall scores. The individual scores of the participants on any written test, oral test or board review shall be maintained privately by the Chief of Police and shall be available for review and inspection by only those individuals who participated in the test.

**ARTICLE XIV**

**ANNIVERSARY DATE**

A. The Township agrees that the month, date, and year of employment shall be known as the "Anniversary Date", and the exact month and day of employment shall be the Anniversary Date each year thereafter.

**ARTICLE XV**  
**CLOTHING ALLOWANCE**

A. The Township shall continue to provide Employees all equipment and uniforms necessary for the purpose of their employment.

B. Effective January 1, 2004, the Township shall allocate \$850.00 for each Employee of the Department for the purpose of purchasing uniform replacements. Effective January 1, 2005, this amount shall increase to \$900.00. Effective January 1, 2006, this amount shall increase to \$950.00.

1. Such account may be drawn upon by each Employee during the year by obtaining the authorized approval for the purchase of uniforms at a place of business. or businesses, designated by the Township. The Chief of Police, or his designee, shall make payment for such items through vouchers directly to the business provided the Employee has received advance approval of the purchase.
2. If an Employee exceeds the maximum allowance during the year without authorization by the Chief of Police, such excess should be borne by the Employee.
3. The Chief of Police, or his designee, shall issue a complete and definitive list of authorized uniforms and business places.
4. The Chief of Police or his designee, shall issue an annual statement to each Police Officer showing the amount charged against the Officer's uniform allowance. This statement shall be issued following the first yearly purchase and/or thirty (30) days prior to the second yearly purchase.
5. Should an employee not utilize the maximum allowance by October 15 in each year, the employee shall be entitled to a payment of the balance in his uniform account up to a maximum of \$270.00.

6. The Township shall pay the cost for the cleaning of two (2) uniforms per Officer per week. In accordance with the Local Public Contracts Law, the Township shall designate a local cleaning establishment that will clean the uniforms and payment will be made directly to that cleaning establishment by the Township.

7. The Township will prepare a listing of the uniforms and equipment considered to be included as "standard" purchases under this Agreement. In the event that any part of the present uniform and/or equipment is changed or added, then such changes shall be borne by the Township and shall not be considered part of the yearly clothing allowance.

C. In lieu of salary differential, a clothing allowance of \$2,375.00 shall be paid to each employee assigned to the detective bureau, no later than the 4th pay period of each year.

D. The purchasing and replacement of protective vests are not an item which will be considered to be purchased with the clothing allowance as set

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## **ARTICLE XVI**

### **COMPENSATION FOR LOSS OF PERSONAL PROPERTY**

A. If an Employee in the line of duty suffers damage to any of his personal property, including but not limited to, clothing, jewelry, and glasses, the said Employee may apply to the Township for monetary restitution or replacement of the property.

B. The Township shall not refuse such compensation benefit without just cause.

C. The Township shall make restitution for such damaged items, to the extent that the item constituted a part of the usual and customary clothing, jewelry or glasses which would be worn by an employee in the line of duty. Compensation for items of a value greater than \$100.00 shall be based upon the presentation of a receipt and shall be subject to reduction for depreciation.

## **ARTICLE XVII**

### **USE OF PERSONAL VEHICLE**

A. The Township shall not require Employees to use their personal vehicles for the performance of Police business whenever possible. The Township shall provide departmental vehicles for, but not limited to, travel to and from any judicial proceeding in which the Employee is a witness; to and from the Division of Motor Vehicles proceedings in which the Employee is a witness; and criminal investigations or other directed investigations as determined by the Chief of Police, or his designates.

B. The Township shall reimburse all Employee's travel expenses when a departmental vehicle is not available and the Employee is required to use his personal vehicle. The Employee may, upon completion of such trip or trips, submit for payment mileage travelled on the authorized police business. The Township shall not deny such payment without just cause.

1. The monetary compensation for each mile travelled shall be thirty-eight cents (\$.38).

C. The Township shall in the event that mileage compensation is paid to other Township Employees if a greater amount than provided herein, the higher or greater amount shall be paid to the Employees as defined by this Agreement.

D. The Township shall pay to each Employee \$1.00 per year as additional compensation of use of the Employee's vehicle.

## ARTICLE XVIII

### HOURS OF WORK AND OVERTIME

A. The Township and the SOA understand and agree that the standard weekly work schedule for Employees covered by this Agreement requires Employee services continuous throughout a seven (7) day week, including a half-hour lunch break on each day of the seven (7) days per week, and the required amount of work hours per Employee per year shall not exceed Two Thousand Eighty (2,080) hours, nor be less than Two Thousand (2,000) hours.

1. The Township agrees that two (2) consecutive days, per seven (7) day week, shall be provided as time off minimum.

B. The Township and the SOA further agree that changes in the existing daily or weekly work schedule which may be necessitated for efficient operation of the work force, prior to the implementation of such changes, the President of the SOA shall be notified in writing by the Chief of Police and the SOA President shall have the right to submit written recommendations and to discuss these changes with the Chief of Police.

1. The President of the SOA shall be notified of the changes by the Chief of Police at least thirty (30) days prior to the implementation of such changes, but in the event that such changes are the result of an emergent circumstance, such time provision shall be waived by the SOA, the right of the President of the SOA to discuss the changes shall not be waived under emergent circumstances, but may be discussed after such changes have been effected.

C. The Township agrees that overtime, consisting of time and a half, shall be paid to all Employees covered by this Agreement for hours worked in excess of the normal workday. A normal workday is defined as one (1) of five (5), eight (8) hour days,

or one (1) of four (4), ten (10) hour days; or one (1) day of any combination of days and hours consisting of forty (40) hours per week as scheduled by the Chief of Police.

D. Employees shall not be paid overtime for hours of work in excess of normal-workday unless such overtime is authorized by the Officer in charge.

1. The need for overtime shall be at the discretion of the Officer in charge on a need basis which successful completion of an assignment of investigation is deemed in the best interests and safety of the Township of Wall.
2. Completion of an assignment will be transferred to an oncoming shift when feasible. When it is not feasible for such reasons as workload, or when the Employee is in fresh pursuit, or hot pursuit of an investigation, it shall be deemed that this is of an emergent nature and overtime is authorized.
3. When a Shift Commander or Department Head feels the need for extra or additional manpower, he may authorize such overtime, as per the Rules and Regulations of the Department of the Chief of Police. It is further understood that such Shift Commander or Department Head is totally responsible for the authenticity of such need.

E. It is recognized that Employees will be required to report to duty in advance of the tour starting time. In accordance with this recognition, no overtime shall be paid for a 15 minute period prior to the commencement of a tour. In the event that the workload of the Department permits, employees may secure their tour of duty 15 minutes prior to the completion of their tour providing that (1) officers from the oncoming tour of duty are in uniform and ready to work and (2) said employee is not assigned to any active investigation or emergent circumstance, as provided in Article XVIII, Paragraph D.

In the event an Employee is required to report earlier than the fifteen (15) minute period prior to the tour, the Employee shall be paid the overtime rate for all time worked in excess of the normal hours of work per day.

In the event an Employee is required to work in excess of the normal work day as described herein, overtime shall commence at the end of the tour of a normal work day and not 15 minutes prior to the scheduled end.

F. In the event that an Employee is called into duty, other than his normal assignment, he shall be paid overtime at time and one-half for all time worked during such period, but in no case, shall he be paid less than four (4) hours at time and a half, irrespective of the actual time worked except for the following. In the event that an Employee is required to appear as a witness in any municipal judicial proceeding outside of his normal working hours, arising directly out of his employment, he shall be paid time and one-half for a minimum of two (2) hours per day, irrespective of the actual time spent in Court, and time and one-half for any appearances beyond the two (2) hours, as set forth herein. In the event that an employee is required to attend a Chief's staff meeting outside of his normal working hours, he shall be paid time and one-half for a minimum of two (2) hours per day, irrespective of the actual time spent, and time and one-half for any time actually spent beyond two (2) hours.

G. In lieu of cash payment for overtime, an Employee may receive compensatory time off at the rate of time and one-half, if he chooses. Employees shall have the option of electing to have time off at time and one-half instead of receiving compensation at time and a half for the hours worked in excess of a normal workday.

1. Such time may only be taken when approved and scheduled by the Chief of Police after receiving written request from the Employee.
2. Such written request shall be submitted to the Chief no later than five (5) days prior to the requested time off.

3. The reason or reasons for the Employee's request for any given time off shall not be considered by the Chief for reasons for approval or denial.

H. A card system shall be continued for the reporting of overtime to the Township for the payment thereof.

1. Each Employee working bona fide overtime shall present such card to the Superior Officer authorizing such overtime within twenty-four (24) hours when ordered by the Superior Officer, or whenever reasonable in the absence of such Superior Officers. Each card shall be given to the Commander of his Division for authentication, submitted to the Office of the Chief of Police and submitted thereafter to the Township on a two (2) week basis.

2. Overtime shall be paid on a two (2) week basis. In computing overtime pay which may become due to any such Employee of the Police Department only the annual salary shall be used.

I. For off duty work, SOA members will be paid at the overtime rate applicable to the job description they are performing. Officers working in a supervisory/superior function in conjunction with an off duty detail shall be paid their contracted overtime rate. Officers working off duty details in a patrolman capacity (i.e. traffic direction at road construction) shall be paid the overtime rate of a First Grade Patrolman.

**ARTICLE XIX**

**HOLIDAYS**

A. The following shall be recognized as Holidays under this Agreement, paid at eight (8) hours straight time:

New Years Day	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	General Election Day
Veterans's Day	Thanksgiving Day
Christmas Day	Lincoln's Birthday
Martin Luther King's Birthday	

\_\_\_\_\_ Each Individual Employee's Birthday

B. Beginning January 1, 2001, holiday pay for the holidays in paragraph A shall be paid in the employee's base salary of the bi-weekly pay for purposes of pension contributions. The holiday pay shall be paid bi-weekly as part of the normal regular periodic bi-weekly pay checks.

C. In computing Holiday Pay only the annual base salary shall be used.

D. Holidays shall be determined by the actual date of the holiday, not by reference to observance days/dates. The holiday pay shall not be used for calculation of overtime or for calculation of the following years base salary.

E. All costs associated with said holiday pay being in base salary shall be borne by the employee and deducted from each bi-weekly pay including but not limited to Police and Fire Retirement System contributions, SSI deductions and Workers Compensation for both employer and employee.

## ARTICLE XX

### VACATIONS

A. All employees covered by this Agreement who have had the length of continuous employment specified in the Table of Anniversary Dates following, shall be entitled to the working time shown as a vacation with pay, at his regular rate of pay:

- |    |                                  |                 |
|----|----------------------------------|-----------------|
| a) | Second through fifth year        | Two (2) Weeks   |
| b) | Sixth through tenth year         | Three (3) Weeks |
| c) | Eleventh through fifteenth year  | Four (4) Weeks  |
| d) | Sixteenth through twentieth year | Five (5) Weeks  |
| e) | Twenty-first and over            | Six (6) Weeks   |

B. All vacation time shall be taken during the calendar year and shall not be cumulative, deferrable, nor compensable in any other manner except in the two following situations and only to the extent stated therein:

1. Once an employee applies for retirement and such retirement is approved by the municipality and appropriate officials of the Police Fire Retirement System and/or Division of Pension and Benefits and an effective date for that retirement has been established by the employee and those other appropriate officials, the employee may, for the unused vacation time by the end of the calendar year preceding the effective date, carry over such days into the calendar year he will retire. However, any costs which the Township may occasion by the employee opting to do so, will be borne by the employee and will be deducted from his final pay.

2. If an employee is on an approved leave due to work related injury and because of this cannot use vacation time in a calendar year, then the time not utilized may be carried to the following year as compensatory time and the employee will have 90 days in which to use such. If such days are not used in that time period, they will not be deferrable or compensable in any manner.

C. Police Officers hired 1/1/89 and thereafter will be limited to a maximum of five weeks vacation. Said employees will be entitled to the five weeks annual vacation at the start of their 16th year of service.

## **ARTICLE XXI**

### **PERSONAL DAYS**

A. All Employees covered by this Agreement shall be entitled to take up to five (5) days off per year, with pay, so as to conduct those personal matters which can only be conducted on regular business days. Only one (1) of the five (5) personal days shall be charged against the Employee's accumulated sick leave.

1. The election of days to be taken shall be subject to the advanced approval of the Chief of Police.

B. All requests for personal days shall be submitted, in writing, to the Chief of Police through the normal chain of command no less than one (1) working day prior to the requested time off.

1. The Chief of Police may waive the one (1) day requirement, at his discretion, in an emergent situation.

C. Personal days may be taken one (1), two (2), three (3), four (4) or five (5) days consecutively, or any combination thereof.

D. Personal days shall not accumulate from year to year, except if an Employee is out of work on a work-related injury and/or workmen's compensation, and is unable to use his allotted vacation and personal days, then the personal days will be carried over and the employee will have 90 days in which to use such. If such days are not used in that time period, they will not be deferrable or compensable in any manner.

**ARTICLE XXII**

**JURY DUTY**

A. It is the public policy of this Township to encourage Township Employees to perform all their duties and responsibilities of citizenship and accordingly, if any Township Employee is legally selected for Jury Duty, every effort shall be made to enable such Employee to serve as a juror.

B. To the end that Department Heads and the Township Government shall use every reasonable endeavor to aid such Employee in performing Jury Duty, each Employee shall be paid for time served as a Juror in such amount as will compensate the Employee for any loss sustained by the Employee, being the difference between the amount of salary and Juror's compensation for the days required in service as a Juror.

**ARTICLE XXIII**

**LEAVES OF ABSENCE**

A. Leaves of absence, without pay, may be requested by any Employee who shall submit, in writing, all facts bearing on the request to the Chief of Police through the normal chain of command, who will append his recommendation and forward the request to the Township Administrator. Each case shall be considered on its merit and without establishing a precedent

**ARTICLE XXIV**  
**FUNERAL LEAVE**

A. Every Employee shall be granted leave, with pay, upon the death of a member of his family. Such leave shall be from the day of death up to and including the day of burial, but not to exceed three (3) days. If the funeral is outside the State of New Jersey, additional travel time up to a maximum of five (5) days, if necessary, may be granted upon receiving prior approval for the same by the Chief of Police.

B. Family shall include: spouse, children, parents, brothers, sisters, and grandparents; spouse's parents, grandparents, brothers or sisters; or the death of a relative who resides with the Employee or with whom the Employee resides.

C. In the event of the death of an uncle, aunt, niece or nephew, an employee shall be granted one day's leave with pay.

**ARTICLE XXV**

**SALARIES**

A. The annual base salary for each of the classifications shown shall be as set forth in this Article. All permanent full-time Employees, as defined in this Agreement, shall be paid on the basis of an annual salary. For the purposes of computing overtime, holiday pay, longevity, and any other benefits determined and based upon an hourly rate, the hourly rate as set forth in this Article shall be used for such computations.

In the computation of retirement contributions, those amounts paid to the individual employee for longevity under Article XXVII for college credits under Article XXXI and holiday pay under Article XIX should be included in the base pay of each Employee.

<u>CLASSIFICATION</u>	<u>2004</u>	<u>Hourly</u>	<u>2005</u>	<u>Hourly</u>	<u>2006</u>	<u>Hourly</u>
<u>Captain</u>	<u>\$109,624.61</u>	<u>\$52.70</u>	<u>\$113,899.96</u>	<u>\$54.76</u>	<u>\$118,342.05</u>	<u>\$56.90</u>
<u>Lieutenant</u>	<u>\$101,976.70</u>	<u>\$49.03</u>	<u>\$105,953.79</u>	<u>\$50.94</u>	<u>\$110,085.98</u>	<u>\$52.93</u>
<u>SergeantFirst Class</u>	<u>\$94,861.65</u>	<u>\$45.61</u>	<u>\$98,561.25</u>	<u>\$47.39</u>	<u>\$102,405.13</u>	<u>\$49.23</u>
<u>Sergeant</u>	<u>\$88,243.44</u>	<u>\$42.42</u>	<u>\$91,684.93</u>	<u>\$44.08</u>	<u>\$95,260.64</u>	<u>\$45.80</u>

**ARTICLE XXV-A**  
**SALARY DIFFERENTIALS**

The following salary differentials will be established and maintained for the years 2004, 2005 and 2006:

7.50% between Captain and Lieutenant

7.50% between Lieutenant and Sergeant First Class

7.50% between Sergeant First Class and Sergeant

7.50% between Sergeant and Detective First Grade

**ARTICLE XXVI**

**TEMPORARY PROMOTIONS**

A. Whenever a SOA Member is assigned, in writing, under the authority of the Chief of Police to a higher classification involving and performing higher responsibilities, said SOA Member shall be paid at the hourly rate of said classification.

**ARTICLE XXVII**

**LONGEVITY**

A. Each Employee shall be paid, in addition to his current annual base salary, a longevity increment based upon his years of continuing employment in the Police Department of Wall Township, in accordance with the following table of anniversary dates:

- |    |                                       |     |
|----|---------------------------------------|-----|
| a) | Upon completion of three (3) years    | 2%  |
| b) | Upon completion of five (5) years     | 4%  |
| c) | Upon completion of ten (10) years     | 6%  |
| d) | Upon completion of fifteen (15) years | 8%  |
| e) | Upon completion of twenty (20) years  | 10% |

B. For those employees hired on or after September 1, 1998, the following longevity schedule will apply:

- |    |  |     |
|----|--|-----|
| a) | After six (6) years of employment      | 2%  |
| b) | After eight (8) years of employment    | 4%  |
| c) | After ten (10) years of employment     | 6%  |
| d) | After fifteen (15) years of employment | 8%  |
| e) | After twenty (20) years of employment  | 10% |

C. Each employee shall be paid, in addition to his current annual wage, longevity increments which shall be added into the employee's base salary, based upon his years of continuous employment with the Wall Township Police Department in accordance with the schedule herein provided. Each Officer shall qualify for his longevity increment on the date of the anniversary of his employment, and such increment shall be paid from, and after such date, and become part of the regular base pay.

D. In computing longevity pay which may become due to any such Employee of the Police Department only the annual base salary in effect on the fifteenth (15th) day of December for each Employee shall be used.

**ARTICLE XXVIII**

**PENSIONS**

A. The Township shall continue to make contributions as heretofore to provide pension and retirement benefits to Employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to the provisions of the Statutes and Laws of the State of New Jersey.

**ARTICLE XXIX**  
**INSURANCE BENEFITS**

A. The Township shall provide all future retired Employees, who are eligible for full or special retirement under the Police and Firemen's Pension Plan, or an Employee who is retired as a result of disability incurred while in the line of duty, paid up health insurance for themselves and their dependents at the Township's expense, such health insurance as set forth in this Agreement in the following classifications:

- a) Hospital Insurance
- b) Surgical Insurance
- c) Major Medical Insurance

B. The benefits provided in this Article shall not terminate upon the employment by any other organization or person after the Employee is retired from the Township of Wall Police Department, unless that Employee is covered with the same or similar insurance by a future employer, but they shall terminate upon reaching the age of eligibility for Medicare or Medicaid whichever occurs first.

1. If an Employee is retired for a disability incurred while in the line of duty, such benefits shall not terminate upon attaining the age of eligibility for Medicare and/or Medicaid.

C. The cost of Medicaid and/or Medicare shall be borne by the retired Employee.

D. The Township will continue to provide at no cost to the Employee hospitalization, surgical and major medical insurance coverages with benefit levels at least equal to those presently in existence, including the spouse and dependent children under nineteen (19) years of age; student under the supplemental coverage up to twenty-three (23) years of age.

E. A booklet describing the foregoing benefits will be provided to all employees of the Township of Wall Police Department.

F. The Township reserves the right to select the insurance carrier and/or networks for said Plan, provided the benefits package and benefits are equivalent or are better than those in existence in the current plan.

G. Each full-time Employee with ninety (90) days service shall be enrolled in the Temporary Disability Insurance Plan maintained and paid on a non-contributory basis by the Township. The benefit shall terminate upon the Employee's separation from Township service.

1. Any Employee on sick leave and receiving his normal compensation who, in addition qualifies for disability insurance payments shall be entitled during the period he is receiving disability payments to only that portion of his regular salary which, with the disability payments, equals his regular weekly salary.
2. Absence from work resulting from disability not incurred in the course of employment with the Township shall be charged against the Employee's accumulated sick leave, but only to that portion of his regular salary not paid by the disability insurance.

H. The Township shall provide an auxiliary package of insurance coverages including, dental insurance, prescription eyeglass insurance and prescription drug coverage. This auxiliary package of insurance coverages shall be provided to the employee at no cost through the year 1992. Commencing January 1, 1993, the auxiliary package of insurance coverages will be an optional package of coverages which the employee may choose, with a copayment. Should the employee choose to be covered by the auxiliary package, the employee shall pay to the Township a co-payment deducted from the employee's paycheck in 26 equal deductions as follows: Effective January 1, 2004, the co-payment for single coverage shall be \$468.00 per

year and for family coverage shall be \$754.00 per year. Effective January 1, 2005, the co-payment for single coverage shall be \$494.00 per year and for family coverage shall be \$780.00 per year. Effective January 1, 2006, the co-payment for single coverage shall be \$520.00 per year and for family coverage shall be \$806.00 per year.

I. The auxiliary insurance package available at no cost to the employee through the year 1992 and at the cost set forth above in Section H shall include the spouse and dependent children under nineteen (19) years of age; students under the supplemental coverage up to twenty-three (23) years of age.

J. A booklet describing the foregoing benefits will be provided to all Employees of the Township of Wall Police Department.

K. In the event that the Township shall provide in 1992, or make available thereafter, auxiliary insurance coverages to other Township Employees with increased or more comprehensive benefits than those provided herein, the increased or more comprehensive benefits shall also be made available to the Employees covered by this Agreement.

L. The prescription coverage provided, at no cost to the employee through the year 1992 and at the cost set forth in Section H above, commencing January 1, 2004, shall have a co-payment of the first Five Dollars (\$5.00) for each prescription filled for generic drugs and the first Ten Dollars (\$10.00) for each prescription filled for non-generic drugs.

M. The Township will allow all future retired Employees to purchase prescription coverage in accordance with Paragraph A, Article XXIX, at the Group Rate cost to the Township.

N. The Township retains the right to change Auxiliary Insurance Carriers provided the insurance coverage and benefits are equivalent or are better.

O. the Township agrees to provide reasonable advance notification to the employees of any change in insurance carriers.

P.\_\_\_\_For each member of the insured's family, each family member shall have dental coverage of \$1,300.00 for 2004, \$1,350.00 for 2005 and \$1,400.00 for 2006.

**ARTICLE XXX**  
**TERMINAL LEAVE**

A. An Employee of the Department who retires or is disabled and is eligible for pension under the New Jersey Police and Firemen's Pension System shall be entitled to elect a terminal leave as set forth in Section Two (2) below.

B. Terminal leave shall be leave with full pay taken immediately preceding an expected date of retirement, whether due to disability or not. The maximum number of paid leave days shall not exceed one hundred twenty-five (125) days and shall be calculated at the rate of one-half (1/2) a day's pay, at the rate of pay in effect at the time when the leave begins, for each full day of unused accumulated sick leave up to a maximum of two hundred fifty (250) unused accumulated sick leave days.

C. An Employee who shall take a terminal leave pursuant to the provisions of this Article shall not be entitled to collect a lump sum payment for unused accumulated sick leave as provided in this Article; it being the intention of the parties that the benefit of terminal leave is in lieu of any lump sum payment for unused accumulated sick leave and not in addition thereto.

D. Lump Sum Payment for Accumulated Sick Days - Under separation in good standing from service, or upon death in the line of duty or upon retirement if no terminal leave is taken, each permanent, full-time Employee, or his widow, or his next of kin as the case may be, shall be entitled to one-half (1/2) day's pay, at the rate of pay in effect at the time of separation, death or retirement, for each full day of unused accumulated sick leave, up to a maximum of two hundred fifty (250) days for unused accumulated sick leave in a lump sum payment payable at the time of separation, death, or retirement. Payment is to be made either the employee, or his widow, or next of kin as whatever the case may be.

E. In the event of an in-the-line-of-duty death, payment for unused sick time shall be paid day for day for the pay rate in effect at the time of death. Payment will be directed to beneficiaries as listed with PFRS.

## ARTICLE XXXI

### EDUCATION INCENTIVE PAY

A. In addition to the amount to be paid as annual base salary and longevity pay, each regular full-time Employee of the Department who has achieved the rank of Patrolman Third(3rd) Grade or higher, and who has been an Employee of the Wall Township Police Department for at least three (3) consecutive years, and who has successfully completed or has completed a course or courses of instruction as herein described, shall be paid an additional yearly sum for each credit earned and approved as herein provided. Said additional payment shall be known as "Educational Incentive Pay", and shall be at the annual rate of Twenty Dollars (\$20.00) per credit. Any employee seeking such benefit must have been eligible for the same on June 30th of each calendar year, and shall have complied with all other provisions of this Article.

1. Said Educational Incentive Pay shall be added into the Employee's base salary, based upon the provisions herein provided.

B. Except as hereinafter provided, in order for courses to be eligible for Education Incentive Pay, they shall be courses given by an accredited college which are completed with a grade of "C" or better or the equivalent thereof. All such courses shall be undertaken on the Employee's own time and expense. Courses of instruction required by laws, ordinances, or resolutions of the Federal, State, County or Township Governments and taken at the Township's expense, shall not be eligible for Education incentive Pay.

- C. Eligibility of such courses for payment shall be as follows:

1. Prior to attainment of an Associate or Baccalaureate Degree, an Employee will be eligible to receive payment for credits earned only in actual law enforcement courses, being those "core courses" which are specifically required by education institutions for a degree in law

enforcement or criminal justice. Employees shall not be entitled to payment for credits earned for any elective or general education courses even though required for a degree in law enforcement, or for any courses successfully completed at the New Jersey State Police Academy, even if those courses have been accepted and credited by a college. Payment shall be limited to a maximum of sixty (60) credits.

2. Upon the attainment of an Associates or Baccalaureate Degree, in any major field selected by the Employee, an Employee will be eligible to receive payment for credits earned in courses taken in pursuit of the degree up to a maximum of sixty (60) credits, including elective or general education courses and courses successfully completed at the New Jersey Police Academy, if those courses have been accepted and credited by a college and provided that a minimum of twenty (20) credits in actual law enforcement courses have been earned over and above the elective, general education and New Jersey State Police Academy courses. No payment will be made either prior to or subsequent to the attainment of a degree for any course for which credit was obtained by means of an examination, such as CLEP credits, or by any other means except classroom.
3. The foregoing prohibition against eligibility of CLEP courses, or similar courses for which credit was obtained by means other than classroom attendance, shall not apply to any employee who was in the employ of the Township on July 30, 1982, and who has attained an Associates or Baccalaureate Degree on or before that date.

D. All Educational Incentive Pay shall be computed on the total allowable certified credits possessed by the affected Employee of the Police Department as of June 30 of each year.

E. Employees shall present to the Township Administrator through the Chief of Police by February 2 of each year, a list of courses of study and credit hours of such courses that they intend to pursue and complete prior to June 30 of the same year. Education Incentive Pay shall be payable upon presentation to the Township Administrator by June 30 of each year a proper certification from the Institution attended by the said Employee setting forth the course of study and credit hours completed and grade received for such courses previously submitted by the Employee as aforesaid.

F. Once the Employee has submitted a certified degree and qualified for payment as set forth in Section C.2, the Employee need not submit certification from year to year thereafter, and payment for the number of credits allowable pursuant to Section C.2. shall then be made automatically from year to year thereafter.

G. Following the completion of 60 College Credits, Employees who elect to further their education toward any field of study of their choosing at any accredited college, in the pursuit of a B.A. Degree will be eligible for reimbursement for all tuition and textbooks, for courses successfully completed with a "C" grade or better. Said reimbursement shall be made to the Employee within thirty (30) days of receipt by the Township of an executed voucher supported by documentation of course completion and grade acquisition together with invoices for tuition and books.

H. Employees hired on or after 1/1/89 will not be eligible for "Education Incentive Pay" as set forth in Article XXXI. Employees hired after 1/1/89 will be eligible to further their education as stipulated in Paragraph G of Article XXXI, provided that said employees pursue their education in the field of Criminal Justice.

**ARTICLE XXXII**  
**IN-SERVICE TRAINING**

A. The Chief of Police may, at his discretion and upon the approval of the Township Administrator, permit time off without loss of pay for Employee to attend courses of instruction and training with necessary tuition and costs to be paid by the Township at institutions of learning as may be recommended by the Chief of Police and approved by the Township Administrator.

B. Pursuant to procedures in Paragraph A, if a member goes to school overnight, the Township will pay up to \$50.00 per day for food and also pay for lodging. Receipts will be submitted to the Township and are a prerequisite for reimbursement.

B. Three (3) one (1) hours periods during each week are permitted to be devoted by the employee to physical fitness training. Each of these one (1) hour periods shall occur during the normal course of the employee working day, subject to regulations and/or procedures to be established by the Chief of Police.

## **ARTICLE XXXIII**

### **SICK LEAVE**

A. Sick Leave, with pay, shall be credited to each permanent, full-time Employee on the basis of one(1) day per month of continuous service with no maximum limit and commencing from January 1, 1969 or date of employment, whichever is later.

B. In all cases of reported illness or disability, the Township reserves the right to have a physician, designated by the Township, examine and report on the condition of the patient-employee to the Chief of Police and the Township Administrator.

C. When the absence on account of illness or disability does not exceed three (3) days, normally, the Employee's statement of the cause will be accepted without supporting statement from his attending physician, although the Township may have an Employee examined by a licensed physician at any time if it elects to do so. The Township also reserves the right to waive this requirement or to require the Employee to be examined by a physician designated by the Township and to have the Employee certified as fit for duty before the Employee returns to work.

D. During the protracted period of illness or disability, the Township may require interim reports on the condition of the patient-employee at weekly or biweekly period from the attending physician and/or a physician designated by the Township. When under medical care, Employees are expected to conform to the instruction of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

E. The Township Clerk will receive record cards for each Employee, upon which he/she will record the total Sick Leave. All absences will be maintained upon these cards and all Sick Leave earned and consumed or used for each completed continuous service year will be shown on this record. Employees having exhausted all

their Sick Leave will not receive any further Sick Leave or compensation in lieu thereof until same has been accumulated and earned by the Employee's subsequent service.

F. Where Employees have left the Township's employ and subsequently are re-employed, the date of re-employment is to be used as the Employee's service date with the Township for the purposes of crediting Sick Leave.

G. Sick Leave may be allowed for ordinary dental care and for the services of an oculist for normal eye care when such professional services are not readily available outside of work hours.

H. An Employee who is certified as absent on account of a disability or accident caused in the usual hours of his employment and directly in the line of duty, shall not have such absence charged against his Sick Leave.

I. An employee who is out of work due to an injury which occurred while the employee was on duty, shall accumulate sick leave in the manner described in Section A herein.

J. Nothing contained herein shall be considered to be in derogation of, or restrictive of any Statute now in effect limiting the period during which Municipal Employees may be compensated for leave on account of disability or of illness; such as R.S. 40:11-8 and 40:11-9 pertaining to the police Department, but these provisions are to be construed and administered in conjunction therewith.

K. If an Employee has a non-work related injury (i.e. not covered by workers' compensation), and if the Employee is totally absent from work, after using all of his or her sick days, personal days, vacation days, and compensatory time, for twelve (12) consecutive months, then the Employee may be terminated. (Example: If an Employee has a non-work related injury, and uses all the accumulated leave time for the Employee, and then the Employee is absent from work for twelve (12) consecutive months, then the Employee may be terminated.)

L. Maternity Leave - The provisions given in the Wall Township PBA Local 234 Contract, Article XXXIII, paragraphs J(1) through 7(b) shall be adhered to.

**ARTICLE XXXIV**  
**PHYSICAL EXAMINATIONS**

A. The Township agrees to provide physical examinations at no cost to the Employee for every member that is thirty-five (35) years or older. All physicals will be conducted during the months of September or October of each year.

B. The Chief, or his designate, shall notify all such employees in writing of the requirement for a physical examination and shall provide the employee with the name of the Township physician and two other approved medical practitioners. The employee shall choose which physician of the three he prefers for the examination and shall make an appointment for such examination within 30 days. Should the employee fail to do so, he will be scheduled for an appointment with the Township physician and shall attend such appointment.

1. The appointment for physical examinations shall be scheduled on the Employee's own time, not subject to the provisions of the Overtime Procedures as set forth in this Agreement.

C. The Township Physician shall examine those Employees of the Police Department in accordance with the Schedule of appointment as established by the Chief of Police. The Township may fund, pay for, or through the Township insurance provide for these medical examinations.

D. Upon completion of such examinations, the Township Physician shall prepare and submit a report, in writing, including such recommendations as he deems appropriate in the best interests of each Employee. The original and two copies of the report shall be distributed as follows:

1. Original: Chief of Police - Employee's Personnel File
2. Copy: Employee's Personnel File
3. Copy: Employee's Personal Physician

**ARTICLE XXXV**  
**LIFE INSURANCE**

**DELETED**

## ARTICLE XXXVI

### FALSE ARREST AND LIABILITY INSURANCE

A. The Township shall procure, maintain, and provide for all full-time, permanent Employees of the Police Department professional liability insurance coverage, at no expense to the Employee, to include libel, slander, defamation, or violation of right of privacy, occupancy, or false arrest, detention or imprisonment, or malicious prosecution and assault and battery.

1. Such insurance limits shall be One Hundred Thousand Dollars (\$100,000.00) per person; Three Hundred Thousand Dollars (\$300,000.00) per occurrence; and Five Hundred Thousand Dollars (\$500,000.00) aggregate.

B. That since it is against public policy, insurance cannot be obtained for punitive damages, the Township shall not be obligated to provide insurance coverage for punitive claims, nor shall the Township be obligated to pay or indemnify any Employee for any judgement rendered against the Employee for punitive damages.

## **ARTICLE XXXVII**

### **SUPERVISORY TIME**

In recognition of supervisory hours worked, i.e. pre-lineup time, all Township Police Sergeants, Lieutenants and Captains, shall receive sixteen (16) hours time off each year. This time will be referred to as "Supervisory Time" (ST). It shall not accrue and must be used in year earned or it shall be lost. No overtime may result as a consequence of any use of supervisory time and the potential of overtime occurring shall be a valid reason for denial of request for use of supervisory time.

**ARTICLE XXXVIII**

**SAVINGS CLAUSE**

A. It is understood and agreed that if any provisions of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

B. If any such provisions are so invalid, the Township and the SOA shall meet, forthwith, for the purpose of negotiating changes made by the application of the law.

## **ARTICLE XXXIX**

### **DURATION**

A. If negotiations have not concluded prior to the termination of this Agreement, or if negotiations have not been conducted as set forth in the Collective Bargaining Procedure in this Agreement, this Agreement shall remain in effect during any negotiations until such time as a mutually accepted Agreement has been signed, or a ruling has been rendered by Binding Arbitration.

B. This Agreement shall be in effect as of, and retroactive to January 1, 2004, up to and including December 31, 2006, unless otherwise specifically provided in this Agreement.

**ARTICLE XL**  
**GRADES AND RANKS**

A. The Township shall issue a complete list of requirements necessary for the advancement of employees through Grades and Ranks of the Police Department. Such list shall show all pre-requisites for advancement through Grades and Ranks and shall include references to present ordinances adopted regarding advancement in Grades and Ranks.

1. Such list shall contain the requirement of "merit" with an express definition thereof.

B. The Township agrees to issue such list of requirements within two(2) months after the signing of this Agreement, and agrees not to change, delete, or add requirements to the list within six (6) months prior to the promotional procedure to advance any Employee in Grade or Rank.

1. In the event that the Township, or its designee, changes, deletes, or adds any requirements to the list, the Township shall notify the SOA President a minimum of sixty (60) days prior to the adoption of the changes, deletions, or additions, and the SOA President shall have the right to consult with the Township or its designee, in regard to the proposed changes.

C. The Township agrees that Grade and Rank lists shall not affect Employees in Grade or Rank at the time of adoption, and that any list issued or adopted in the future shall not affect Employees status in Grade or Rank at the time of adoption.

**ARTICLE XLI**  
**MANAGEMENT RIGHTS**

A. The Township reserves to itself the sole jurisdiction over matters of policy and retains all rights conferred by applicable laws and regulations to do the following:

1. To direct Employees of the Township.
2. To hire promote, transfer, assign, and retain Employees in positions in the Township and to suspend, demote, discharge or take other disciplinary action against Employees in accordance with all applicable laws and decisions of the State of New Jersey or the Federal Government.
3. To maintain efficiency in the Township and in the operation entrusted to them.
4. To determine the methods, means and personnel by which operations are to be conducted.
5. To take whatever other actions may be necessary to carry out the matters of the Township; and to carry out without limitations, all the powers rights, authority duties. and responsibilities conferred upon and Vested in it by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decisions, or by appropriate Courts of competent jurisdiction.

B. In recognition of the aforementioned Section, the Township and the SOA agree that in the event that decision is made by the Township, or its designee, affects the employees as defined by this Agreement, and that such decisions alter conditions of employment at the time of such decision, and does not conflict with the provisions of this Agreement, the SOA President shall have the right to consult with the Township, or its designee, on such changes, prior to the implementation of the changes.

## **ARTICLE XLII**

### **NO STRIKE CLAUSE**

A. The SOA will not cause, nor will the SOA sanction or support any Member who takes part in any strike, sit down, sickout, slowdown, in any operation or the Township, or any curtailment of the work or restriction of services or interference with the operation of the Township, or any picketing while in an on-duty status, during the term of this Agreement.

B. The Township shall have the right to discipline, up to and including, discharge of any employee who instigates or gives leadership to or participates in any strike, sickout, work slowdown, or curtailment of work during the term of this Agreement. Any disciplinary action meted out or imposed by the Township hereunder shall not be subject to the Grievance Procedure of this Agreement.

1. The Township agrees that any disciplinary action taken as a result of an act or actions by Employees, as defined by this Agreement shall be subject to prosecution as set forth in Article XI (Discipline).

C. The provisions of this Article shall not be subject to Grievance for the purposes of assessing damages or securing specific performance or any other matter, such matters of law being determined and enforceable in the Court.

D. During the term of this Agreement, the Township agrees that there shall be no lockouts of any member of the SOA.

**ARTICLE XLIII**

**FULLY BARGAINED CLAUSE**

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 of the parties at the time they negotiated or signed this Agreement.

ATTEST:

THE SUPERIOR OFFICERS' ASSOC.  
OF THE WALL TWP. POLICE DEPT.

\_\_\_\_\_  
Secretary, Superior  
Officers' Association

\_\_\_\_\_  
By: President, Superior  
Officers' Association

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

TOWNSHIP OF WALL  
MONMOUTH COUNTY  
STATE OF NEW JERSEY

\_\_\_\_\_

\_\_\_\_\_  
BY: ROBERT PETERS  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
BY: JOSEPH L. VERRUNI  
Township Administrator

Date: \_\_\_\_\_