

THIS DOES NOT
CIRCULATE

AGREEMENT FOR

WASHINGTON TOWNSHIP POLICE OFFICERS' ASSOCIATION

This Agreement, entered into this 19 day of December, 1977
by and between the Township of Washington, of the County of Morris, and
State of New Jersey, hereinafter called the "Township" and the Washington
Township Police Officers' Association, hereinafter called "Policemen",
representing the complete and final understanding on all bargainable
issues between the Township and the Policemen.

ARTICLE I

TERM OF AGREEMENT

The term of this Agreement shall be for the period commencing
January 1, 1978, and ending December 31, 1979.

LIBRARY
Institute of Management and
Labor Relations

OCT 18 1979

RUTGERS UNIVERSITY

ARTICLE II

GOOD RECOGNITION AND SCOPE

The Township hereby recognizes Washington Township Police Officers Association as the sole and exclusive negotiating unit for all Policemen in the Washington Township Police Department, below the rank of Chief, under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such Law. This Agreement shall govern all wages, rights and working conditions of the Washington Township Police Department.

ARTICLE III

CONDITION OF OUTSIDE EMPLOYMENT

The Township agrees that outside employment by the members of the Police Department shall be permitted providing the activities do not interfere with the employment or duties required by the Township for police employment. It is recognized and acknowledged that their duties as police officers must be fulfilled without impairment from outside employment.

ARTICLE IV

GRIEVANCE

The employee shall have the right to take a grievance on any issue involving his working conditions, employment, promotion and infringement of rights arising under this contract.

Any Public Employee taking a grievance under this contract shall at his request, have as assistance, a representative and/or an attorney of his choosing, at the second level or any succeeding level.

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

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

1. The Public Employee having a grievance shall give notice of the grievance to the Chief of Police within ten (10) days of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate.
2. In the event that the grievance is not settled or resolved within ten (10) days from the date written notice was given, the Chief shall forward a copy of the grievance to the Mayor of the Township of Washington together with the action taken by the Chief of Police. It shall then be incumbent upon the Mayor of the Township to arrange a meeting at a reasonable time and place at which time the Public Employee and his representative and/or

attorney of his choosing, serving notice of the grievance shall be given an opportunity to be heard by the Township Committee.

3. If the grievance is not settled or resolved at the Township Committee level, the aggrieved employee shall have the right to submit the grievance to binding arbitration within fifteen (15) days in accordance with the rules and procedures of the American Arbitration Association.

- a. The arbitrator's decision shall be set down in writing, and shall set forth his finding of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of the contract between both parties. The decision of the arbitrator shall be submitted to both sides simultaneously, and shall be binding on both sides.
- b. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township and the Public Employee. Any other expenses incurred shall be paid by the party incurring same.
- c. All actions taken on grievances must be reduced to writing and a copy supplied to the Public Employee.

- d. A grievance or dispute shall be deemed settled and resolved, if, during any step in the grievance procedure, the Public Employee entertaining the grievance gives written notice that the matter has been settled to his satisfaction. Said written notice may be by notation upon the original notice of grievance or by separate notation. In either event, same must be signed by the party bringing the grievance or dispute.
- e. Policemen will not have their departmental hearing prior to their criminal trial so as not to prejudice their standing with a jury.

The salaries indicated in ARTICLE V. within the pay range shall

be paid on probation as set forth in SALARIES attached as a reference.

Salaries for Patrolmen and Sergeants are set forth as follows:

For 1978 in the event school has not been attended within the

Patrolmen and patrolmen shall be paid on a Step 1 basis and

probation shall be continued until \$11,500

Step 1 12,430

Step 2 13,445

Step 3 14,590

Step 4 15,730

Sergeants

Step 1 16,235

Step 2 16,870

Step 3 17,375

Lieutenant 19,200

For 1979

Patrolmen

Start \$12,420

Step 1 13,425

Step 2 14,520

Step 3 15,760

Step 4 16,990

Sergeants

Step 1 17,535

Step 2 18,220

Step 3 18,765

Lieutenant 20,590

The salaries indicated for start within the patrolman range shall be paid until probation as evidenced by attendance at a recognized police school is completed, or six months at the probationary status has passed. In the event school has not been attended within the six-month period, patrolmen shall be paid on a Step 1 basis and probationary status shall be continued until school is completed.

Salary step increments shall take effect annually, commencing on the date the officer completes his probationary period for pay purposes and on each anniversary date thereafter.

Salary step increments for sergeants shall take effect on the date of promotion to that rank and annually thereafter on the anniversary date of promotion.

Detectives shall retain rank within the department and shall be compensated at the rate of \$500 plus the rank and step attained, for the duration of this contract. This policy shall remain in effect for the duration of this contract.

ARTICLE VI.

OVERTIME AND SPECIAL DUTY

- A. The work week and salary for the Washington Township Police Department shall be computed on the basis of a forty-hour week. Said week shall be determined in accordance with the rotating shift schedule prepared by the Chief of Police.
- B. On certain occasions, officers may be required to work overtime. The following rules will apply:
1. Compensation at straight time for all hours worked in excess of scheduled tour of duty.
 2. Scheduled overtime and non-incidentual overtime will be compensated at the straight time rate for all hours assigned and worked. Schedules overtime is extra work scheduled in advance.
- C. All necessary court appearances shall be compensated by payment on a straight time basis when required and scheduled on other than regular duty time.
- D. The Township agrees to pay a minimum two-hour unscheduled call-out time when an off-duty policeman is called out of his home for unscheduled duty such as: breathalyzer test, court appearance, special raids, parades, demonstrations or fatality investigation or emergency duty.

ARTICLE VII

HOLIDAYS

Full time employees shall receive twelve paid holidays as per Washington Township Ordinance.

Compensation to the Public Employee on all holidays on which no day off is taken shall be paid as follows: (1) for the first ten (10) holidays set forth, compensation shall be paid on November 15 of each year; (2) for the two (2) holidays remaining, compensation shall be paid on December 31 of each year.

Compensation for these holidays shall be paid at a rate equal to the hourly wage of the officers rank and step. The hourly wage computed shall be concurrent with the occurrence of the Holiday.

ARTICLE VIII

COLLEGE INCENTIVE

All full time members of the Washington Township Police Department shall receive annual compensation for college credits. These credits must be acceptable at an accredited college towards a degree in Law Enforcement. Payment will be made at the rate of \$14.00 for each credit attained. Payment is to be made after the Officer presents a voucher approved by the Chief of Police and a record of credits. No credit will be considered if a minimum grade of "C" or its equivalent has not been awarded in the subject. Annual Compensation for college incentive shall be allowed while the Officer is actively pursuing credits toward a degree.

The levels set forth are to be used in determining active pursuit of a degree:

- Level No. 1 - 12 Credits up to and including 23 Credits
- Level No. 2 - 24 Credits up to and including 35 Credits
- Level No. 3 - 36 Credits up to and including 50 Credits
- Level No. 4 - 51 Credits up to and including 65 Credits
- Level No. 5 - Associate of Arts Degree
- Level No. 6 - 79 Credits up to and including 90 Credits
- Level No. 7 - 91 Credits up to and including 102 Credits
- Level No. 8 - 103 Credits up to and including 117 Credits
- Level No. 9 - 118 Credits up to and including 130 Credits
- Level No. 10 - Bachelor Degree

Failure to increase from one level to a higher level within a two (2) year period shall cause the compensation to revert to a five (5) if above such level, and revert to no compensation if below five (5). Probationary patrolmen are not eligible for this compensation.

ARTICLE IX

PRIVATE VEHICLES

Officers will not use their own vehicles for official purposes, nor will mileage be paid therefor, except as directed by the Chief of Police, in which case payment will be at the rate of eighteen cents (18 cents) per mile.

ARTICLE X

SICK LEAVE

Full time employees shall receive the following sick leave:

Up to one year of service - 2½ days per quarter

After one year of service - 10 days per year

Sick leave shall be non-cumulative; however, each full time employee shall receive additional sick leave in the amount of three days for each year of service under the following circumstances:

Hospitalization or major illness, recuperation which required the employee to miss more than ten (10) consecutive working days. The added sick leave shall apply only to those days over and above the ten (10) consecutive work days missed due to hospitalization or recuperation. A doctor's certification will be required to establish eligibility.

In addition to the sick leave granted, for any single major illness or hospitalization which extends more than 24 days, paid sick leave will be granted from the 25th day to the 182nd day. Proof of the eligibility for extended benefits will be required in the form of a doctor's certificate.

ARTICLE XI

VACATIONS

Full time employees shall receive the following vacation time:

The following vacation percentages shall be applied to the base salary.

Up to one year of service - $\frac{1}{2}$ day per month

After one year of service - two (2) weeks

After six years - three (3) weeks

After twelve years - four (4) weeks

Vacation time shall be taken during the current year and shall not be cumulative.

ARTICLE XII

LONGEVITY

The following longevity percentages shall be applied to the base salary for Policemen paid annually under this Agreement:

5	-	10 years	2½%
10	-	15 years	3½%
15	-	20 years	4½%
Over 20 years			5½%

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

ARTICLE XIII

ADDITIONAL BENEFITS

- A. The Township shall continue to provide enrollment in the hospital and medical benefit program presently in existence, as well as major medical and Rider J coverage.
- B. The Township shall continue to contribute to the Public Employees Retirement System in the amount equal to the employee's contribution.
- C. Each officer shall receive an allowance of \$375.00 per year for 1978 and an additional \$25.00 (\$400.00) per year for 1979 for the purpose of acquisition and maintenance of uniforms and equipment.
- D. The Township shall provide full insurance to cover any claim of false arrest, both inside and outside of the Township.
- E. While an Officer is attending a required Police Training School, he shall receive an allowance of \$3.00 per day to defray the cost of meals.

ARTICLE XIV

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

ATTEST:

Barbara C. Hamilton
Clerk

TOWNSHIP OF WASHINGTON

By *Paul J. Bannick*
Mayor

WASHINGTON TOWNSHIP POLICE DEPT.

ATTEST:

Pat Stewart of Buss

By *J. H. Williams*

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