

AGREEMENT

BETWEEN

**BOROUGH OF WASHINGTON
(WARREN COUNTY, NEW JERSEY)**

AND

**NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION
PBA LOCAL NO. 280**

January 1, 2004 through December 31, 2008

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PREAMBLE

This Agreement made and entered into in Washington, New Jersey, this _____ day of March, 2005 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." and represents the complete and final understanding of all bargainable issues between the Borough and P.B.A.

ARTICLE I

LEGAL REFERENCE

A. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution, administrative code, and Police Department rules and regulations, upon any Borough official, or in any way abridge or reduce such authority.

ARTICLE II

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 III

POLICE OFFICER'S RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every employee shall have the right to freely organize, join and support the P.B.A. and its affiliates for the purpose of engaging in collective negotiations or to refrain from doing so. There shall be no discrimination by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the PBA or because of any lawful activities of such employees on behalf of the PBA. The PBA, its members and agents shall not discriminate against any employees covered under this Agreement who are not

members of the PBA.

B. One elected representative of the P.B.A. shall be permitted time off and suffer no loss of regular straight time pay to attend negotiating sessions and/or grievance sessions, provided the efficiency of the Department is not affected thereby.

C. Police officer shall have the right to inspect his or her Borough administrative file at a time established by the Borough Manager after 24 hours written notice of a request to inspect the file is provided to the Borough Manager. All police officers shall have the right to inspect his or her police administrative file at a time established by the Police Chief after 24 hours written notice of a request to inspect the file is provided to the Chief of police. Notice may not be provided on weekends or holidays.

ARTICLE IV

MANAGEMENT RIGHTS

A. 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:

1. Determine the number of employees in the unit;
2. Select and direct the working forces, including the right to hire, suspend, or demote, discharge, assign, promote or transfer;
3. Determine the amount of overtime worked;
4. Relieve employees from duty because of lack of work;
5. Decide number and locations of facilities;
6. Determine work to be performed and the amount of supervision necessary;
7. Determine types of equipment to be used in the unit, together with control of equipment and accessories;
8. Purchase of services of others by contract;
9. To make reasonable and binding rules and regulations not inconsistent with

this Agreement or applicable law.

B. 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.

C. 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 V

VACATION AND HOLIDAYS

A. Vacations

1. Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

a. 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.

b. Officers who have completed the years of service as indicated below on or before the 31st day of December of any year shall be granted vacation leave as follows:

Effective January 1, 2001

- | | |
|-----------------------------------|--|
| (a) One (1) Year of Service | 130 Hours of Vacation commencing in the 2nd year. |
| (b) Five (5) Years of Service | 160 Hours of Vacation commencing in the 6th year. |
| (c) Ten (10) Years of Service | 180 Hours of Vacation commencing in the 11th year. |
| (d) Fifteen (15) Years of Service | 200 Hours of Vacation commencing in the 16th year. |

(e) Twenty (20) Years of Service 230 Hours Vacation commencing in the 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 operation of the department.

4. Any police officer 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 thirty (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, their widow/widower or their 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.

B. Holidays

1. The following days are designated Borough holidays:

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
Veteran's Day - NJ Observance (November 11th)
Election Day (November)
Thanksgiving Day and Friday After
Christmas Day

2. 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. On New Year's Day, Independence Day and Christmas Day an officer actually working on the day of the holiday and not on the day it is observed by the Borough shall be entitled to premium pay as computed above.

ARTICLE VI

LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

A. Military Leave

1. Military leave, including the designation of any part of such leave as paid leave, will be administered in accordance with the minimum requirements of Federal and State law. In addition to any requirements of Federal and State law, any officer who enters upon active duty with the military or naval services in time of war or emergency shall be granted a leave of absence, with pay for three months in any one calendar year, and will accumulate seniority during such period of service without regard to whether the leave is with or without pay. An officer 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 in addition to regular vacation leave provided that such leave shall not be for more than three (3) weeks.

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 three (3) 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

1. 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. Effective January 1, 1996, at the sole discretion of the Chief of Police, up to twenty (20) hours of vacation or sick leave may be granted for funeral leave based upon the relationship of the deceased to the Police Officer as well as the location of the funeral. This discretionary decision on the part of the Chief is not subject to the grievance procedure.

2. 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 defined in Article XVII, Section E. In case of death in the immediate family, reasonable proof shall be required.

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

C. Sick Leave

1. 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 attendance of such police officer.

2. Sick leave shall accrue to full-time Police Officers on the basis of eight (8) hours per month during the remainder of the first (1st) calendar year of employment after initial employment, and one hundred twenty (120) hours 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, the on duty shift supervisor shall be notified not later than two (2) hour prior to the commencement of the scheduled shift of the day to be taken. Failure to notify the on duty shift supervisor may be cause for denial by the Chief of the use of sick leave for the absence and constitute cause for disciplinary action.

3. 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.

4. 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.

5. An officer who has been absent on sick leave for periods totaling eleven (11) days in one (1) calendar year consisting of periods of less than three (3) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of chronic or recurring nature requiring absences of one (1) day or less in which case only one

certificate shall be necessary for a period of six (6) months.

6. 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.

7. 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.

8. 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.

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

10. 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.

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

1. 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 disability and the employee will promptly complete and file the necessary report(s) with respect to such 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.

2. 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.

3. 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 employees with claims for lost days of 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).

G. Personal Leave

1. An officer shall receive twenty (20) hours of paid personal leave per year. No such leave shall be taken in increments of less than five hours. Personal leave shall be non-cumulative and any leave not taken by the end of the calendar year shall be lost. An officer with less than one year of service shall be entitled to a proration of this benefit based upon the number of months of service in the calendar year.

2. Requests for personal leave must be given to the Chief of Police at least forty-eight (48) hours prior to the leave, except in cases of documented emergencies, and are subject to the approval of the Chief of Police and Borough Manager. Requests for personal leave shall not be unreasonably denied.

ARTICLE VII

OTHER BENEFITS

A. Legal Expenses

If an Officer is charged with a violation of the law as a result of acts committed by him or her in the course of performing his or her duties, the Borough shall in accordance with N.J.S.A. 40A:14-155 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/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.

B. Medical Expenses and School

1. 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.

2. Medical Insurance.

a. The Borough agrees to provide hospital and surgical coverage, at the level of coverage currently available through the State of New Jersey State Health Benefits Program. 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.

b. An officer who has medical coverage under a spouse's health benefit plan and waives participation in the Borough of Washington health benefit program shall be compensated at the rate of \$1,000 annually prorated to compensate the employee for only those pay periods when the Borough is no longer obligated to make health benefit payments. Proof of coverage under an alternative plan must be furnished to the Borough in order to be eligible for

this benefit.

3. Advanced Education Incentive. Any Officer who has received an Associates Degree in Police Science, Public Administration, Organizational Management shall be entitled to \$500.00 in incentive pay and any Officer who has received a Bachelor of Science degree in Police Science, Public Administration, Organization Management shall be entitled to \$1,000.00. Incentive pay shall be added to the officer's 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.

4. Non-Police Academy Schools. An Officer who attends schools for the purpose of obtaining police education or any degree in police science, Public Administration or Organization management at the discretion of the Chief of Police, shall be reimbursed One Hundred Percent (100%) 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.

5. 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.

6. 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. 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.

7. Dental and Optical Care Benefit.

a. The Borough agrees to reimburse employees and their dependents for dental/optical care.

b. The maximum rate of reimbursement shall be as follows:

Effective January 1, 2004

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Family	\$950.00	\$1,050.00	\$1,150.00	\$1,150.00	\$1,150.00
Individual	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00

c. 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. An employee must have been employed for more than six (6) months of the calendar year in order to be eligible for this benefit.

8. 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.

9. Hepatitis B Inoculation. The Borough will provide, at its expense, hepatitis B inoculations for all Officers of the Borough at a medical service provider chosen by the Borough.

C. Reimbursement for Expenses

1. Rates.

a. Meals shall be paid for by the Borough at the rate of \$8.00 for breakfast, \$13.00 for lunch and \$16.00 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. In addition, the Borough agrees to pay for meals based upon the above rates when an Officer is required to work more than two (2) consecutive hours beyond his/her assigned shift and for more than six (6) consecutive hours worked when not either before or after the Officer's normal shift. This reimbursement shall not be provided if an Officer is voluntarily covering a regular shift or detail during a day when the Officer would normally not be working. Petty cash advances for meal expenses will be allowed subject to providing proper receipt and adjustment for actual expenses, but not to exceed the allowance established herein.

b. Mileage shall be paid for at the rate of \$0.32 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 to same.

2. Terms and Conditions of Reimbursement for Expenses.

a. 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.

b. 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.

c. 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.

3. Clothing.

a. 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. Maintenance shall include uniform cleaning and tailoring. In addition, the Borough shall purchase and furnish a new Officer two (2) hand guns (an off-duty weapon and a regular service weapon) which shall be in reasonable satisfactory condition. Said guns shall be returned to the Borough upon the termination of the Officer's employment.

b. 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.

c. Hardware items such as hand guns, if damaged in the line of duty, holsters and belts, handcuffs and cases, PR-24, safety helmets, badges and O.C. spray shall be purchased and supplied by the Borough and replaced if the Chief of Police deems same necessary in addition to the allowance for each Officer.

d. The Officer shall work in immaculate dress and be subject to spot dress inspection by the Chief of Police or his designee.

e. Employees shall be responsible for all issued items of clothing and equipment that are destroyed or damaged by their willful, wanton and/or abusive action.

f. An Officer assigned to the Detective Bureau may use his/her budget allotment for maintenance of uniforms, for street clothing upon approval of the Chief of Police and provided proper receipts are provided for reimbursement.

4. Detective Stipend.

a. Assignment to the Detective Bureau is at the total discretion of the Chief of Police. Any employee may be assigned out of the Bureau at the discretion of the Chief of Police.

b. In the event an Officer is assigned to the Detective Bureau, he shall receive a stipend equal to \$40.00 per pay period (not to exceed \$1,040.00 per year). The stipend shall be added to the employee's base rate of pay.

5. Employee Assistance Program.

The Borough agrees to participate in the Employee Advisory Service Program offered by the State of New Jersey, Department of Personnel.

6. Deferred Compensation Plan.

The Borough agrees to establish a deferred compensation retirement plan for employee participation.

7. D.A.R.E. Officer Stipend

Any officer assigned to teach D.A.R.E. in the Washington Borough school system will receive a stipend of \$700.00 to be issued during the first pay period in December of the current calendar year that the officer is performing/has performed the additional duties as the D.A.R.E. officer.

8. Shift Supervisor Pay

The senior patrolman/detective working if at least two officers are working and there is no Sergeant, Lieutenant or Chief on duty, will receive an additional \$1.60 per hour in pay. To qualify for this pay the shift supervisor must be supervising the shift for at least (4) hours.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

A. Hours of Work

1. Tours of Duty. Officers shall work forty (40) hours per week or 2,080 hours per year. 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.

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

3. Each work hour shall be divisible into four (4) fifteen (15) minute periods. Time paid will be calculated to the end of the fifteen (15) minute interval from actual time worked as recorded on the timecard or pay voucher.

B. Overtime

1. When Overtime Occurs. Overtime shall be paid to any Officer when he/she is required by the Chief of Police to work outside of his/her regularly scheduled tours of duty or on regularly scheduled days off. Work in excess of the regularly scheduled tours of duty or on days off for schooling, training and meetings, including meetings with the Prosecutor will be compensated at straight time up to one hundred seventy-one (171) hours during a twenty-eight (28) day work period. Officers shall be paid compensation at the rate of one and one-half (1½) times their regular hourly rate. This section shall not apply if any emergency is declared in accordance with the Revised Statutes of the Borough of Washington or the laws of the State of New Jersey in which case Officers 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.

2. Minimum Overtime. Except as herein before 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.

3. Court Appearances. An Officer required to report to Municipal or other Courts in the performance of his duties while on his off-duty time shall be paid at time and one-half (1 ½) his regular hourly rate for hours actually worked in accordance with Section 1 above.

4. Other. An Officer required to report for a DARE assignment or weapons qualification while on his off-duty time shall be paid at time and one-half (1½) his regular hourly rate for hours actually worked in accordance with Section 1 above.

5. 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.

6. Compensatory Time An officer may elect to take compensatory time off rather than receive overtime pay, provided he or she notifies the payroll clerk on the time sheet and has received approval from the Chief of Police. In no event shall the amount of compensatory time exceed 480 hours for any officer.

C. 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.

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.

D. K-9 Maintenance

The K-9 Officer(s) shall be compensated for K-9 care and maintenance up to a maximum of 5.25 hours per week at a rate of \$15.00 per hour for 2004, \$15.50 for 2005, and \$16.00 for 2006 and beyond. K-9 Officer(s) shall be paid a straight time for K-9 training, K-9 schooling and K-9 demonstrations, approved by the Chief of Police. The Borough, subject to availability, shall allow the K-9 Officer(s) to use a Borough owned vehicle for transporting the K-9 to and from the officer's home and all functions approved by the Chief of police. Provided the Warren County Prosecutor's Office continues to provide funding from the Drug Forfeiture Fund for K-9 maintenance, the Borough will continue to pay reasonable costs for K-9 food, veterinary care, and occasional grooming. If funding from the Warren County Prosecutor's Office ends, the Borough would continue the K-9 program for (6) months and then stop unless the K-9 officer(s), Chief of Police and the Borough Manager comes to a new agreement. The K-9 officer(s) responding to in county call outs (out of the Borough of Washington) will receive compensatory

time for these call outs. The K-9 officer(s) called out of Warren County if approved by the Chief of Police, will receive compensatory time for these call outs.

ARTICLE IX

COMPENSATION

A. Salary

1. The Borough will pay each Officer on a bi-weekly basis, each salary check to represent 1/26th 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.

2. 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.

B. Longevity

Effective January 1, 2004 each step of the base salary schedule will be increased one time by \$2,400.00 and thus, longevity will no longer apply after that date. All increases due to yearly percent adjustments will apply after the \$2,400.00 increase has been added to the base salary schedule.

ARTICLE X

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 salary approved in the Salary Ordinance currently in effect, upon retirement, but in no case more than \$10,000.00. 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/widower 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 the date of retirement or death to make payment in accordance with this Article in order to provide for proper budgeting of these costs. Any officer who retires with less than twenty-five (25) years of service with the Borough, but with twenty-five (25) years total in the Police & Fire Pension System and is less than fifty-five (55) years of age, shall be entitled to receive compensation as computed above, except fifty (50%) percent or one-half (1/2) of the eligible employees's daily

rate of pay shall have deducted four (4%) percent per year for each year not with the Borough.

ARTICLE XI

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 XII

STEP SYSTEM FOR POLICE OFFICERS

The police officers salary range shall be divided in seven (7) steps which shall each represent one (1) year of service, except for the trainee step. The trainee step will apply to newly hired officers that have not graduated from a certified police academy. The trainee rate will apply from the date of hire to one month after graduation from a certified police academy. All police officers shall be placed on the step system, based upon their anniversary date of employment with the Borough. Movement of police officers through the step system shall be automatic, based upon the police officers 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 XIII

GRIEVANCE PROCEDURE AND ARBITRATION

A. In the event that any difference or dispute should arise between the Borough and the PBA, or its members employed by the Borough, concerning the application or interpretation of the terms of this Agreement, an earnest effort shall be made to settle the grievance provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee knowledge thereof.

B. A written grievance shall state the facts surrounding the filing of the grievance, the alleged contractual provisions that were violated and the remedy sought.

C. Steps of the grievance procedure.

1. Step One

A meeting shall be held between the aggrieved employee and the Chief within five (5) calendar days after personal service of the written grievance. The Chief shall render a written decision in the matter within seven (7) calendar days of the meeting.

2. Step Two

If no satisfactory agreement is reached at Step 1, a meeting shall be held within twenty-one (21) calendar days between the aggrieved employee and the Borough Manager or his designated representative. The Borough Manager or his designee shall render a written decision in the matter within fourteen (14) calendar days after the meeting.

3. Step Three

In the event that no satisfactory agreement is reached at Step 2 the matter may be submitted within fourteen (14) calendar days to the Borough Council. A conference will be held with the aggrieved employee, a PBA representative and the Borough Council within twenty (20) calendar days. The Borough Council shall render a written decision in the matter within fourteen (14) calendar days after the meeting.

4. Step Four

In the event that no satisfactory agreement is reached at Step 3 the PBA may within seven (7) calendar days request arbitration in accordance with the rules of the Public Employment Relations Commission. However, no arbitration hearing shall be scheduled sooner than twenty (20) calendar days after the decision in Step 3. In the event the employee elects to pursue Department of Personnel procedures, the arbitration hearing shall be canceled, the matter withdrawn from the Public Employment Relations Commission, and the PBA will pay whatever costs may have been incurred in processing the case to the Department of Personnel.

D. Arbitration proceedings shall be conducted in accordance with the following:

1. The arbitrator shall be required to determine initially whether he has jurisdiction to hear the dispute at issue.

2. Only one (1) issue shall be submitted to the arbitrator.

3. The arbitrator shall be limited to the issue 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.

4. The arbitrator shall confine his decision solely to the interpretation of this Agreement.

5. The decision of the arbitrator shall be final and binding on the parties subject to N.J.S.A. 2A: 24-1 *et seq.*

6. The costs of the services of the arbitrator shall be borne equally by the parties. Any other expenses including the presentation of witnesses incurred in connection with the arbitrator shall be paid by the party incurring same. Only the PBA or the Borough shall have the right to submit a matter to arbitration.

E. 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.

F. 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.

G. Arbitration shall not be obtainable if the grievance:

1. Involves the existence of alleged violation of any agreement other than the present Agreement between the parties;

2. involves issues which were discussed at negotiations but not expressly covered

by the terms and conditions of this Agreement;

3. involves claims of violation of an allegedly imposed or assumed obligation;

4. 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;

5. would require an arbitrator to consider, rule on, or decide any of the following:

a. the elements of a job assignment;

b. the level, title or other designation of any employee's job classification;

c. the right of management to assign or reassign work;

d. pertains in any way to the establishment, administration, interpretation or other application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate.

ARTICLE XIV

JOINT P.B.A. – MANAGEMENT/HEALTH & SAFETY COMMITTEE

A. 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.

B. 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 XV

NO STRIKE PLEDGE

A. 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 to duty, or concerted willful absence of an employee from his/her duties of employment, work stoppage, slowdown, walk-out or other job action against the Borough).

B. The P.B.A. agrees that it will not condone its members' participation in any strike, work stoppage, slowdown or any other activities noted in Section A.

C. In the event of a strike, work stoppage, slowdown or any other activity noted or mentioned in Section A, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Borough to take any disciplinary action up to and including termination of the employment of such employee(s).

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have for injunction or damages, or both, in the event of such breach by the P.B.A. or its members.

ARTICLE XVI

MISCELLANEOUS - 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 twenty-four (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, New Jersey 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, aunts, uncles, nieces, nephews 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.

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 XVII

EMPLOYEE RESPONSIBILITIES

A. 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. Failure to provide notification may result in disciplinary action.

B. 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/her employer. Should an employee fail to give proper notice, in proper form, the Borough may terminate the employment immediately.

C. 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/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 XVIII

BENEFIT COMPENSATION

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

ARTICLE XIX

P.B.A DUES

In accordance with a separate agreement with P.B.A. Local #280, the Borough shall provide for deduction of dues. The P.B.A. shall indemnify, defend and save the Borough harmless against any and all claims, demands, and suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the P.B.A. in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

ARTICLE XX

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.

B. 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 XXI

SEPARABILITY AND SAVINGS

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 XXII

DURATION

A. This Agreement shall have a term from January 1, 2004 through December 31, 2008.

B. The economic changes provided for in this Agreement shall apply only to those individuals in the employ of the Borough on the date of signing of this Agreement.

P.B.A. LOCAL #280
REPRESENTATIVES

BOROUGH OF WASHINGTON

Sgt Roger Doll

Marianne Van Deursen, Mayor

Pt. Ken Collins

Linda L. Hendershot, Municipal Clerk

Pt. Walter Koch

Richard J. Sheola, Borough Manager

BOROUGH SEAL

APPENDIX A
P.B.A. BASE SALARY SCHEDULE

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Lieutenant (3rd) year	\$73,488.	\$76,428	\$79,485	\$82,466	\$85,558
Lieutenant	\$71,907	\$74,783	\$77,775	\$80,691	\$83,717
Sergeant (3rd) year	\$69,828	\$72,621	\$75,526	\$78,358	\$81,296
Sergeant	\$68,247	\$70,977	\$73,816	\$76,584	\$79,456
Police Officer:					
Trainee	\$36,696	\$38,164	\$39,691	\$41,179	\$42,723
Step 2	\$49,003	\$50,963	\$53,002	\$54,989	\$57,051
Step 3	\$52,034	\$54,115	\$56,280	\$58,390	\$60,580
Step 4	\$55,067	\$57,270	\$59,560	\$61,794	\$64,111
Step 5	\$58,098	\$60,421	\$62,838	\$65,195	\$67,640
Step 6	\$61,129	\$63,575	\$66,118	\$68,597	\$71,169
Step 7	\$64,745	\$67,335	\$70,028	\$72,655	\$75,379