

**AGREEMENT FOR**  
**WASHINGTON TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION**

This Agreement, entered into this *27<sup>th</sup>* day of *January* 2000, 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 Superior Officer's Association, hereinafter called "Superiors," representing the complete and final understanding on all bargainable issues between the Township and the Superiors.

Superiors defined are the Lieutenants and Captains of the Washington Township Police Department.

**ARTICLE I**  
**TERM OF AGREEMENT**

The term of this Agreement shall be for the period commencing January 1, 2000 and ending December 31, 2002.

**ARTICLE II**  
**RECOGNITION AND SCOPE**

The Township hereby recognizes Washington Township Superior Officer's Association, as the sole and exclusive negotiating unit for all Captains and Lieutenants in the Washington Township Police Department 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 Superior Officers.

**ARTICLE III**  
**CONDITION OF OUTSIDE EMPLOYMENT**

The Township agrees that outside employment by the members of the Superior Officer's Association may be permitted by the Chief of Police 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 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 Superior Officers Association shall not be penalized by the Township and time off to assist in the prosecution of the grievance shall be granted.

Any grievance which may arise between the parties concerning a provision in this Agreement, including the application, meaning or interpretation of this Agreement, or any grievance which may arise out of or between the Public Employee concerning any matter which is related to or affects the Public Employee in his capacity as a Superior 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 days (10) of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate.

**ARTICLE IV**  
**GRIEVANCE (CONTINUED)**

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 New Jersey State Board of Mediation.
  - a. The arbitrator's decision shall be set down in writing, and shall set forth his findings of fact, reasoning and shall be without power to make any decision which requires the commission of any 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.



**ARTICLE IV**  
**GRIEVANCE (CONTINUED)**

- 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/her satisfaction. Said written notice may be by notation upon the original notice of the grievance or by separate notation. In either event, same must be signed by the party bringing the grievance or dispute.



**ARTICLE V**  
**SALARIES**

Salaries for Captains and Lieutenants are set forth as follows:

	1/1/00	1/1/01	1/1/02
Lieutenant			
Step 1	\$71,696	\$73,847	\$76,062
Step 2	\$74,805	\$77,049	\$79,360
Step 3	\$77,912	\$80,249	\$82,656
Captain			
Step 1	\$73,776	\$75,989	\$78,269
Step 2	\$77,695	\$80,026	\$82,427
Step 3	\$81,615	\$84,063	\$86,585

- A. If a Lieutenant is promoted to the rank of Captain, he/she will assume the same step for the rank of Captain as in the previous Lieutenant step (ie., Step #2 Lieutenant = Step #2 Captain; Step #3 or more years as Lieutenant = Step #3 Captain.
- B. Salary step increments for Lieutenants and Captains shall take place on the date of promotion to that rank and annually thereafter on the anniversary date of promotion.

**ARTICLE V**  
**SALARIES (CONTINUED)**

C. Commencing the first pay period of the 22<sup>nd</sup> year of service, longevity payable under this Agreement shall be considered part of, and reported to the New Jersey Division of Pensions as, part of the regular base rate of compensation. However, no such amounts shall be included in the calculation of negotiated annual salary increases under this Agreement. As used in this paragraph, "service" shall include all years of employment which are credited to the officer for purposes of the New Jersey State Pension System.

**ARTICLE VI**  
**OVERTIME AND SPECIAL DUTY**

A. The work week and salary for the Washington Township Superior Officers Association shall be computed on the basis of a thirty-five hour week. Said week shall be determined in accordance with the rotating shift schedule prepared by the Chief of Police.

B. On certain occasions, Superiors may be required to work overtime.

The following rules will apply for the years 2000 through 2002:

1. Scheduled overtime and exceptional overtime will be compensated at the rate of one and one-half times the salary after 40 hours for all hours assigned and worked. Scheduled overtime is extra work scheduled in advance, not to include voluntary outside employment. (i.e. traffic assistance to contractors.) Exceptional over time shall mean items such as natural disaster, massive explosion, etc.

C. All necessary court appearances shall be compensated by payment on a time and one-half basis after 40 hours when scheduled on other than regular duty time.

D. The Township agrees to pay overtime after 40 hours when off-duty Superior is called out of his home for unscheduled duty such as: special raids, fatality investigations or emergency duty.

**ARTICLE VI**

**OVERTIME AND SPECIAL DUTY (CONTINUED)**

E. Compensatory time may be allowed and shall be earned at time and one-half after 40 hours. Compensatory time may be taken only with prior approval of the Chief of Police or his designee based on manpower needs and other departmental requirements to be spelled out and included in the Rules and Regulations.

F. The Township reserves the right to call no more than three (3) full staff departmental meetings per year that are mandatory in attendance and without compensation to the officer.

**ARTICLE VII**

**HOLIDAYS**

Full time employees shall receive twelve (12) paid holidays as per Washington Township Ordinance.

In the event that supervisory shift coverage is deemed necessary by the Chief of Police, the superior officer will be compensated for that holiday.

Compensation for these holidays shall be paid at a rate equal to the hourly wage of the Superior.

**ARTICLE VIII**  
**PRIVATE VEHICLES**

Superior 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 twenty cents (20 cents) per mile.

**ARTICLE IX**  
**SICK LEAVE**

A. Full time employees shall receive the following sick leave:

Up to one (1) year of service - 2 1/2 days per quarter.

After one (1) year of service - ten (10) days per year.

B. On the first pay period of the new year, the superior officers shall receive pay for fifty percent (50%) of any unused sick days from the prior year.

C. Each full time employee shall receive additional sick leave in the amount of three (3) days for each year of service under the following circumstances: Hospitalization, Major Illness or recuperation which requires the employee to miss more than ten (10) consecutive working days. This added sick leave shall apply only to those days over and above the ten (10) consecutive work days missed due to hospitalization or recuperation. A Doctor's certification will be required to establish eligibility.

**ARTICLE IX**  
**SICK LEAVE(CONTINUED)**

D. In addition to the sick leave granted pursuant to Paragraphs A and C, for any single major illness or hospitalization which extends more than twenty-four (24) days, paid sick leave will be granted from the twenty-fifth (25 th) day to the one hundred eighty-second (182 nd) day. Proof of the eligibility for extended benefits will be required in the form of a Doctor's certificate. The Township reserves the right to send the employee to a Township selected doctor. The expense to be paid by the Township.

E. Any time sick leave is taken, the annual allotment of sick time shall be utilized first prior to the use of the "Extended" sick leave granted pursuant.



**ARTICLE X**  
**VACATIONS**

Full time employees shall receive the following vacation time:

Up to one (1) year of service - One-half (1/2) day per month.

After one (1) year of service - Two (2) weeks.

After six (6) years of service - Three (3) weeks.

After eleven (11) years of service - Four (4) weeks.

With written permission prior to December 31st of any year, five (5) days of accrued vacation may be carried over to be used in the following year before June 30th. If the carried-over vacation is not used by June 30th, or an extension is not granted by the employer, said vacation shall lapse.

**ARTICLE XI**  
**LONGEVITY**

The following longevity shall be paid in addition to the base salary for Superiors. This shall be paid prior to the last pay in December

after the completion of 16 years .....	\$2,000
after the completion of 21 years .....	\$2,480

Longevity shall be computed from appointment date of full time employment as a police officer for Washington Township.

**ARTICLE XII**  
**ADDITIONAL BENEFITS**

A. The Township will provide full coverage to those employees enrolled in the DPP (Designated Provider Program) effective July 1, 1995. Employees can opt to be enrolled in the Traditional Plan (which includes the PPO - Preferred Provider Option), but must pay the difference between the DPP and Traditional plans. The only time an employee may switch insurance is during the yearly open enrollment time period designated by the Township. The Township will notify the employees of the open enrollment period. However, the Township may, at its option, change the carrier providing health benefits to the bargaining unit if (1) the Township meets and confers with the S.O.A. to discuss the proposed changes at least ninety (90) days prior to execution of a new insurance contract and (2) the coverage afforded by any such new health insurance carrier provides substantially similar benefits to the New Jersey State Health Benefits Plan and a procedure for claims processing that is no more onerous than the carrier which is proposed to be replaced.

**ARTICLE XII**  
**ADDITIONAL BENEFITS (CONTINUED)**

B. The Township shall continue such insurance coverage upon retirement for employees who retire with at least twenty-five (25) years of service in the New Jersey State Pension System. Coverage ends at the year Medicare coverage commences or 65 years of age, whichever is sooner, at the DPP rate for family, husband/wife, or single coverage, depending on the employees marital status.

There will be two categories of retirees; one will be those who live within the service area for the purposes of DPP eligibility of the then-current health insurance provider being utilized by the Township and one for those retirees who reside outside the said service area.

The Township will continue to enroll those retirees residing within the service area in the DPP plan, and with respect to those retirees who reside outside the service area, the Township will either (1) pay the retiree directly up to the same amount as the DPP premium so that they may enroll in a local health insurance program or (2) pay the same amount as the DPP premium directly to a health insurance carrier of the retiree's choice.

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

D. While a superior is attending a required Police Training School, he shall receive an allowance of up to eight dollars (\$8.00) per day with proper dated receipts to defray the cost of meals.

E. Each full time member of the Washington Township Superior Officers Association shall be entitled to two (2) personal days with pay each year.

F. Each superior shall receive an allowance of eight hundred dollars (\$800.00) for the years 2000 and 2001 and eight hundred and fifty (\$850.00) for the year 2002 for the purpose of acquisition and maintenance of uniforms and equipment.

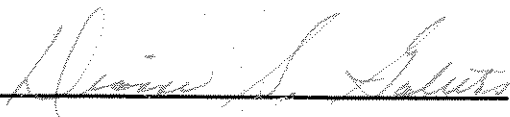
**ARTICLE XIII**  
**END OF EMPLOYMENT**

At the end of employment, the employee shall be compensated for any and all unused earned vacation days and holidays. This compensation shall be at the rate of salary for that employee at the time earned.

**ARTICLE XIV**

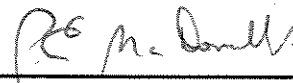
This contract (*agreement*) does not replace the Washington Township Police Department Rules and Regulations, except that the contract will supersede and survive any and all Rules and Regulations when there arises a conflict between this contract and said Rules and Regulations.

ATTEST:



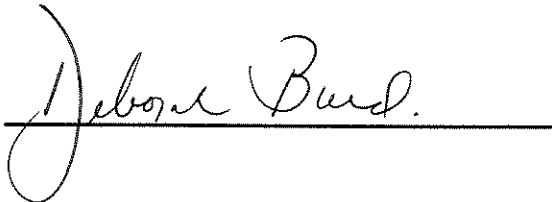
Dianne S. Gallets, Clerk

TOWNSHIP OF WASHINGTON

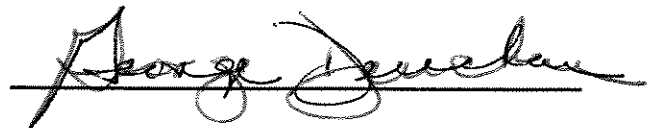


P.E. McDonnell, Sr., Mayor

ATTEST:



WASHINGTON TOWNSHIP  
SUPERIOR OFFICERS' ASSOC.



George Deuchar



William Gundersdorf