

A G R E E M E N T

BETWEEN

**TOWNSHIP OF WASHINGTON
MERCER COUNTY**

AND

**SUPERIOR OFFICER'S ASSOCIATION
OF WASHINGTON TOWNSHIP
PBA LOCAL 344, INC.**

JANUARY 1, 1999 THROUGH DECEMBER 31, 2002

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AGREEMENT

AGREEMENT dated this _____ day of _____, 19____ by and between **WASHINGTON TOWNSHIP**, a municipal corporation of the State of New Jersey, hereinafter referred to as “**Employer**” and the **SUPERIOR OFFICER’S ASSOCIATION OF WASHINGTON TOWNSHIP PBA LOCAL 344, INC.**, herein referred to as the “**Local.**”

WHEREAS, the parties have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniformed superior officers, (hereinafter sometimes collectively referred to as “**Employee**” or “**Employees**”) of the Police Department of Washington Township;

NOW, THEREFORE, WITNESS:

In consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the **Employees** of the “**Township,**” as hereinafter defined, recognized as being represented by the **Local**, as follows:

ARTICLE I
INTERPRETATION AND RECOGNITION

A. RECOGNITION OF BARGAINING UNIT

1. The Employer hereby recognizes the Superior Officer's Association of Washington Township PBA Local 344, Inc. as the sole and exclusive negotiating agent and representative of all the Employees in the bargaining unit as defined immediately below, for the purposes of collective bargaining, settlement of grievances, rates of pay, hours of work, fringe benefits, working conditions, safety of equipment and all other related matters.

2. The bargaining unit shall consist of all sergeants, lieutenants and captains in the Police Department of the Township of Washington.

ARTICLE II
SUCCESSOR AGREEMENT

A. MODIFICATION AND SUCCESSOR AGREEMENTS

The parties agree that negotiations for a successor agreement modifying, amending or altering the terms or provisions of this Agreement shall commence the first week of October, 2002. In the event no successor agreement is completed, ratified and executed before December 31, 2002, the present Agreement will continue in force until said successor agreement has been so ratified and executed.

ARTICLE III
RIGHTS OF THE PARTIES

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees within the Police Department;
3. To suspend, demote, discharge or take other disciplinary action for just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, 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 provisions of this Agreement and only to the extent such provisions hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township its powers, rights, authority, duties and responsibilities under R.S. 40 and 40A or any other federal, state, county laws or local ordinances.

ARTICLE IV
COLLECTIVE BARGAINING PROCEDURE

A. SCHEDULING OF COLLECTIVE BARGAINING MEETINGS

Collective bargaining meetings shall be held at times and places mutually convenient, at the request of either party. Whenever members of the Local (whether agent or designee or designees) are mutually scheduled by the parties hereto to participate, during working hours, in conferences, meetings or in negotiations respecting the collective bargaining agreement, such member, agent or designee or designees will suffer no loss in pay.

ARTICLE V
NON-DISCRIMINATION

The Employer and the Local both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age as far as employment is concerned or as far as any opportunity for improvement of jobs or as a continuation of employment.

The Employer and the Local agree that they will not interfere with or discriminate against any Employee because of membership or non-membership or because of legitimate activity on behalf of the Local.

ARTICLE VI

SICK LEAVE AND WORKER'S COMPENSATION

A. ACCUMULATION

As of January 1, 1995, all Employees employed shall be entitled to fifteen (15) days sick leave each year. Unused sick leave days shall be accumulated from year to year with a maximum limit of one hundred five (105) accumulated sick leave days. For any unused sick leave days earned in any one calendar year, in excess of 105 days, an Employee shall be compensated at the rate of one-half (1/2) pay for each day unused in excess of 105 days. Such compensation shall be made at the end of the calendar year. No Employee may elect to accumulate any sick leave days over 105 but must accept compensation therefor as set forth herein.

B. NOTIFICATION OF ACCUMULATION

Employees shall each be given a written accounting of his/her own accumulated sick leave days no later than February first of each year.

C. SEPARATION OF SERVICE

Upon retirement of an Employee in accordance with applicable State statutes and Township regulations, said Employee shall be entitled to a lump sum cash payment in an amount derived by multiplying his regular straight time per diem rate upon the effective retirement date by one hundred (100%) percent of his number of accumulated sick leave days which the Employee has at the time of retirement, provided however, that said payment shall in no event exceed the sum of fifteen thousand (\$15,000) dollars.

D. QUARANTINE

1. If an Employee is exposed to a contagious or communicable disease or condition while on duty that can be transmitted to other Township Employees or to a citizen and results in his/her being quarantined for public health purposes the Employee is mandated to take sick leave which shall

not be charged against the individual Employee's sick time. The Employee shall return to duty only when certified upon medical examination and report. The Employee shall at the outset produce medical certification that he was exposed to such contagious or communicable disease or condition and such certification shall state that he/she should not appear at work and is quarantined.

2. In case of leave of absence due to exposure of contagious disease, a certificate from the Department of Health shall be required.

E. INJURY OR ILLNESS IN THE LINE OF DUTY

1. Any Employee acquiring an injury or illness in the line of duty shall receive full pay, privileges and benefits to a maximum of three hundred sixty-five (365) days. Such sick leave shall not be chargeable against the Employee's sick time. At the expiration of ninety (90) days of continuous sick leave, from the date of initial injury, the Employee shall provide the Employer with certification from a licensed physician that the Employee still suffers a disability and cannot resume his/her full duty. The Employer reserves the option to have the Employee examined by a licensed physician of its choice in order to return to work. Such procedure shall or may be implemented at ninety (90) day intervals until the expiration of three hundred sixty-five (365) days.

2. With respect to injury or illness occurring in the line of duty after two (2) consecutive days of sick leave, the Employee shall be required to present a physician's certificate indicating the nature of the illness or injury and the extent of absence anticipated. The Township Committee and/or Chief of Police may, at any time, require an independent medical, dental or psychiatric examination, as the case may be, in effort to verify the illness complained of.

3. In the event of a conflict between the Employee, his expert and the Employer and its expert, the Employee is entitled to a hearing in order to determine his fitness to return to duty and his eligibility for retirement. The hearing shall be scheduled by the Township Committee, giving the parties a reasonable opportunity to prepare. The hearing shall be conducted fairly with a liberal interpretation of the Rules of Evidence. The Township Committee shall render its decision by majority vote within fifteen

(15) days after the conclusion of the hearing. The decision of the Township Committee shall be by resolution, adopted, and the Employee involved shall have the right to arbitrate a grievance pursuant to Article 21, Section D from any adverse decision of the Township Committee within twenty (20) days of the date of delivery to the Employee as set forth below of the Township Committee's Resolution. A copy of the Township Committee's Resolution shall be delivered to the individual Employee concerned, or his/her representative, by certified mail, return receipt requested, within ten (10) days of the date of resolution.

4. Any job related illness or injury which, in the opinion of medical experts, regardless of when determined, is improved to such an extent that the Employee may return to full duty, shall entitle the Employee to be reinstated to full duty with full pay, privileges, benefits and seniority, upon medical proof of fitness for duty being submitted.

5. When a full time Township Employee is injured in the line of duty, the Township Committee shall, pursuant to N.J.S.A. 40A:9-7, pass a resolution or enact enabling legislation giving the Employee up to one (1) year's leave of absence with pay. Such resolution or legislation shall be consistent with the Agreement, in particular, Section E, 1, regarding medical certification every ninety (90) days.

6. Prior to the passage of a resolution pursuant to N.J.S.A. 40A:9-7 and this Agreement, a contract shall be executed between the Employee and the Employer setting forth that the Employee shall reimburse the Township for any moneys paid to him/her for temporary disability, pursuant to the Worker's Compensation Law, so long as the Employer continues to pay the Employee concerned his/her full regular pay as wages. In the event the Employee refuses to reimburse the Township for temporary disability benefits or enter into the contract or endorse his/her compensation check for temporary disability benefits to the Township and the Township has been paying the Employee her/her full regular pay, then the Township may deduct such amount of compensation payment from the Employee's regular pay.

7. Any moneys received from Worker's compensation by any Employee to compensate him/her for a permanent disability shall be the property of the Employee.

F. SERVICE OUTSIDE THE TOWNSHIP

1. Employees, while rendering aid to another community at the direction of their superiors, or while rendering aid in another community whether on or off duty, as long as such conduct was within the scope and duties of a law enforcement Employee, shall be fully covered by Worker's Compensation and Liability Insurance and Pension as provided by State Law.

2. The determination as to whether or not an injury or illness was sustained in the performance of duty shall be in accordance with the findings of the Division of Worker's Compensation or in the event that such finds are appealed to the Courts, upon the findings of the Courts of the State of New Jersey.

G. ILLNESS DURING VACATION

If an Employee becomes sufficiently ill so as to require in-patient hospital care while he/she is on vacation, he/she may charge such period of illness and post-hospital recuperation against sick leave, at his/her option. The Employee must submit a doctor's certificate as to the need for in-hospital care and post-hospital recuperation.

H. NON-DUTY ACCIDENT OR ILLNESS

Any Employee who is sick or disabled as a result of a non-duty related accident and who, by virtue of such illness or disability, uses all of his sick days which had been accumulated at the onset of such illness or disability shall be eligible to file for State Disability Benefits after exhausting all sick, personal and vacation days. No sick days will accumulate during such time as the Employee is on disability or sick leave; sick leave will accumulate only during months actually worked or while any Employee is on disability due to injury received in the line of duty. The Township will supplement the Employee's salary while on disability by matching the amount paid as the State Disability Benefit. The makeup pay will be paid according to the following schedule:

0-1 year employment	-	0 weeks makeup
1-3 years employment	-	4 weeks makeup
3-5 years employment	-	8 weeks makeup
5-8 years employment	-	12 weeks makeup
8 years or over	-	26 weeks makeup

I. REQUIREMENT FOR DOCTOR'S NOTE

1. When an Employee has been absent for three (3) consecutive working days, said Employee shall be required to bring in a doctor's note indicating the nature of illness and noting days that the Employee was not able to work. The Chief of Police will not authorize an Employee's return without the doctor's note. Failure to provide this documentation shall constitute grounds for disciplinary action.

2. After a total of six (6) sick days have been used, which have not been documented by a physician, the Employee shall be required to present a doctor's certification for illness or injury for each and every subsequent sick day taken before being allowed to return to work. Absent such doctor's certification, the Employee will not be paid for the sick time taken and shall constitute grounds for disciplinary action. The cost of obtaining the physician's certificate will be borne by the Employee.

ARTICLE VII
MISCELLANEOUS LEAVES

Employees shall be entitled to the following temporary non-accumulative leave of absence with full pay each year:

A. FUNERAL LEAVE

1. Up to three (3) working days at any time in the event of death of an Employee's spouse, child, parent, grandparent, father-in-law, mother-in-law, brother, sister and any other member of the immediate household.

The aforementioned days must be used within seven calendar days of the day of death.

2. The day of funeral only in the event of death of an aunt, uncle, brother-in-law or sister-in-law.

B. LOCAL-RELATED ACTIVITY LEAVE

Leave from duty with full appropriate pay shall be granted the members of the Local Negotiations Committee who attend meetings between the Employer and the Local for the purpose of negotiating the terms of the contract, provided said Employee is scheduled to duty at the time set for any such meeting.

C. IN ADDITION TO SICK LEAVE

Leaves taken pursuant to Sections A and B above shall be in addition to any sick leave to which the Employee is entitled.

D. LEAVE OF ABSENCE

A leave of absence without pay may be granted for good cause to any Employee for a period of up to one (1) year. During any leave in excess of one (1) month, no service time shall accrue.

Such leave shall be granted at the discretion of the Employer after recommendation from the Chief of Police.

E. PERSONAL DAYS

1. Each Employee shall receive three (3) personal days each year.
2. No personal days are permitted to be taken on Christmas Eve; Christmas Day; between 4:00 P.M. on December 31st and 8:00 A.M. on January 1st; Labor Day; July Fourth; or Thanksgiving Day.
3. Forty-eight (48) hours notice shall be required for personal day use.
4. Personal days shall be credited on the assumption that the Employee will be employed the full year. In the event the Employee resigns or is terminated, he/she shall be entitled to personal days based on one (1) day for each four (4) months worked during the calendar year. Any excessive use of personal days at time of termination will be deducted from the Employee's last pay check.

ARTICLE VIII
INSURANCE PROTECTION

A. FULL HEALTH CARE COVERAGE

As of January 1, 1995, the Employer shall provide the health care protection designated below. The Employer shall pay the full premium for each Employee, and in cases where appropriate, for family-plan insurance coverage.

1. **Provisions of Coverage** - Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Employer and the Local and shall include:

- a. Hospital room and board & miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses and treatments
- d. Maternity costs
- e. Surgical costs (including prevailing fee schedule basis)
- f. Major medical coverage

2. **Carriers** - The hospital carrier shall be Blue Cross and Blue Shield for the basic hospitalization and medical-surgical coverage, or other carriers under the existing plan which may be selected by the Employer.

Insurance Services shall be provided by carriers selected by the Township. Prior to changing carriers, the Township will discuss said change with the Local and agree to provide coverage that is equivalent or better than existing coverage.

3. **Co-Pay** - Effective July 1, 1999, any Employee who continues to participate in the "Traditional State Health Benefit Plan shall pay the difference between the traditional plan and the NJ Plus PPO plan. Deductions will be made from the Employee's paycheck on a biweekly basis.

4. **Blue Cross/Blue Shield at time of Retirement** - the Employer will provide paid Blue Cross/Blue Shield coverage with Major Medical for all Employees (at the type coverage at retirement) who retire under the requirements of Chapter 88, or, who have completed twenty-five (25) years of service in the Township in the event the provisions of Chapter 88 are not applicable. In the event a retired Employee gains employment with another employer who provides the same or better coverage, the coverage provided for in this clause will be discontinued for so long as the retired Employee is covered by his new employer. In the event said Retired Employee subsequently loses his coverage, for any reason, by his new employer, said Employee shall be reinstated by the Employer for coverage equal to or better than that which the Employee was entitled at the time of retirement from the Township Police Department.

B. DENTAL INSURANCE

Employees shall be included in the Dental Care Program for Washington Township Group #1426, New Jersey Dental Service Plan, Inc. The Employer shall pay the full premium for each Employee and, in cases where appropriate, for family-plan insurance coverage. Dental coverage shall be 50% preventive and diagnostic, 50% basic and 50% major work, not to exceed \$1,000 per year per person.

C. PRESCRIPTION DRUGS

1. A prescription drug plan shall be provided for Employees which plan shall include a \$5.00 co-pay provision for brand name drugs and a \$3.00 co-pay provision for generic drugs.

2. The Employer shall pay the full premium for each Employee and fifty (50%) percent of the premium for eligible dependents of the Employee, provided the Employee pays a matching fifty (50%) percent of the premium for eligible dependent coverage.

3. For employees covered under this agreement who were hired prior to January 1, 1996, and who retire with twenty-five years of credited police service in New Jersey, the Employer shall pay the full premium for each Employee and fifty (50%) percent of the premium for their spouse. The

employee shall pay the remaining fifty (50%) percent of the premium for their spouse. Employees hired on or after January 1, 1996 are not eligible for this benefit.

ARTICLE IX

HOLIDAYS

A. The Employees covered by this Agreement shall receive thirteen (13) holiday pays, which are listed as follows:

New Year's Day
Martin Luther King, Jr.'s Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day-General
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve Day
Christmas Day

B. Holiday compensation shall be computed at a straight hourly rate of pay based upon an eight (8) hour day for each respective Employee. Employees may, in the alternative, take compensatory time off for such holidays. Holiday pay, or if elected by the Employee, compensatory time, shall be given to all Employees, whether or not they are scheduled off from work on the holidays.

C. In the event any Employee is absent or sick three (3) times in one year on any of the holidays listed above, the Employee shall forfeit his holiday pay for the third such holiday absence, unless said Employee has been absent sick on at least three (3) consecutive work days prior to said holiday or said absences have been caused by an injury suffered in the line of duty. Any Employee who replaces an Employee, who loses his holiday pay by reason of the circumstances described in the preceding sentence, shall get time and one-half for the time actually worked on that holiday, up to eight (8) hours plus eight (8) hours straight time for his holiday pay.

D. Holiday pay shall be paid in two lump sum checks. The first payment will be on or about June 30th which shall cover holidays from New Years Day to Memorial Day and on or about December

1st which shall cover holidays from Independence Day to Christmas Day. In the event an employee takes payment for Christmas Eve Day or Christmas Day prior to the holiday, said employee cannot request compensatory time after the payment has been made.

ARTICLE X

VACATION AND VACATION PAY

A. QUALIFICATION FOR THE EXTENT OF VACATION

The following vacation schedule shall be effective January 1, 1996.

1. All Employees shall be entitled to eleven (11) days of paid vacation per year, after one (1) year of service to the Township, plus earned additional days as hereinafter set forth. The entitlement to the initial eleven (11) days of paid vacation shall accrue upon the Employee's first anniversary of employment with the Township. The Chief of Police shall have the discretion to authorize the use of a portion of an Employee's vacation prior to this first anniversary date for special reasons. In the event such permission is granted, those days taken by the Employee shall be deducted from the total of eleven (11) days he/she would otherwise be entitled to in the year following the first anniversary date of employment with the Township.

2. Employees employed by the Township for four (4) years or more but less than ten (10) years, shall be entitled to an additional five (5) days of paid vacation per year for a total of sixteen (16) days of paid vacation per year for such Employees.

3. Employees employed by the Township for ten (10) years through fourteen (14) years shall be entitled to twenty-one (21) days of paid vacation per year for such Employees.

4. Employees employed by the Township for fifteen (15) years or more shall be entitled to twenty-six (26) days of paid vacation per year for such Employees.

5. If an Employee should complete the requisite years of service as set forth in subparagraphs (2), (3) and (4) immediately above during the term of this Agreement and thus be eligible to receive the benefits in said subparagraphs, that Employee shall receive a proportional amount of additional vacation for that year or years.

6. Employees who terminate service voluntarily will be paid accumulated vacation benefits on the last day of employment, prorated to date of termination.

7. Each Employee without restriction shall be entitled to carry over up to five (5) earned and accumulated vacation days into the next calendar year. All carried-over vacation days shall be utilized by the Employee in the calendar year into which the vacation entitlement was carried. No carried-over vacation time may be further carried over or accumulated unless the Employee is unable or prevented from taking any vacation as a result of municipal business, working conditions or job related illness or injury; then his/her earned accumulated and unused vacation shall be carried over to the next calendar year no matter the number of unused vacation days lost for that year. All unused earned vacation days may be accumulated without limit to the next year so long as conditions of this paragraph are met.

8. The current year's earned vacation time and any accrued vacation time may be taken by an Employee as termination leave upon the Employee's retirement and shall be pro-rated if the circumstances require as a result of the Employee's actual retirement date. During such leave period the Employee shall not lose any benefits, rights or privileges her/she would otherwise be entitled to. The Employee, at his/her option, may elect not to take his/her current year's earned vacation time and any accrued vacation time carried over into that year and instead receive cash payment for all accumulated vacation time, which moneys shall be paid within two (2) weeks of the Employee's last working day.

9. In the event of an Employee's death, all accumulated or accrued sick time shall be paid in accordance with this Agreement and, in addition, vacation time, holiday pay, compensatory time and all other payments convertible to cash, less any amounts owing to the Township, shall be provided to Employee's beneficiary in accordance with the Employee's Last Will and Testament. In the event that an Employee dies intestate, then all benefits payable shall be distributed to his survivors in accordance with the Laws of Intestacy in the State of New Jersey (Title 3A:2A-33) unless the Employee has designated the beneficiaries of the benefits thereunder by filing a certificate naming them on a form to be

provided by the Employer and made part of the Employee's personnel file. Certificate changes re-designating the beneficiaries of the benefits thereunder may be made by the Employee at any time. All accumulated or accrued sick leave time, vacation time, holiday pay and compensatory time shall be calculated, determined and prorated to the time of death as if the deceased Employee had, on that date retired. All payments due under this paragraph shall be paid within thirty (30) days of the Township's receipt of a death certificate.

B. VACATION PERIOD

The parties recognize that the scheduling of vacation is a management prerogative. In accordance with such recognition, vacation period shall be taken in blocks of one (1) or more days at the Employee's sole option. All Employees shall have one (1) week which can be split as a matter of right. If an employee has four (4) weeks of vacation entitlement then two (2) weeks can be split as a matter of right. Beyond these entitled one of two week amounts or vacation which can be split into blocks as a matter of right, the Chief of Police shall have the discretion to grant or deny additional split time.

If a conflict should arise with respect to the scheduling of vacation periods among the various Employees, such matters shall be resolved on the basis of seniority and with the consent of the Chief of Police.

C. PAYMENT OF VACATION PAY

1. The amount of vacation pay to be received by an Employee in accordance with the benefits noted herein, shall be determined by the per diem salary of the Employee at the time the vacation benefits are utilized. (Such per diem salary shall not include any overtime pay or other monetary benefits but shall be calculated on the salary schedule of such Employee at the time.)

2. Vacation pay shall be paid to the Employee (in addition to his/her regular earnings) during the pay period prior to the beginning of his/her declared vacation period.

3. If an Employee should die without utilizing the vacation benefits to which he/she would have been fully entitled, his personal representative shall receive the vacation pay amount representing such unused benefits.

ARTICLE XI**SALARIES**

Salaries for employees covered by this Contract shall be as set forth on **Appendix A, "Salary Schedule"** annexed.

ARTICLE XII

OVERTIME

A. DEFINITION OF OVERTIME

Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after the regular daily work hours or any day other than provided for in the regular work year. Overtime compensation shall be paid for all work over eight (8) hours in a day.

B. QUALIFICATION FOR OVERTIME AND RATE OF COMPENSATION

1. All Employees covered by this Agreement shall be paid one and one-half times their respective straight time hourly rate (at whatever said straight time hourly rate would be for the work week during which such overtime is worked) for any and all overtime work as defined immediately above in Section A.
2. Overtime shall be calculated as beginning after the completion of the normal working shift in the event that the Employee should be required to remain at his/her duties beyond the completion of said shift.
3. In the event that there is a call-back to duty during a period when the Employee is not scheduled to work, said Employee shall receive overtime pay at an overtime rate for the period of said call-back.
4. In further accordance with Section A above, if an Employee should be required to appear before any Grand Jury, Municipal Court, County Court, State Superior Court, State Supreme Court or in any Civil Action, such time during which he/she is so engaged shall be considered a time of assignment to and performance of his/her regular duty and when such appearance occurs outside of his/her normal working shift, said Employee shall receive overtime compensation at an overtime rate for the period of said court appearance.

5. Compensation for overtime worked shall be made as follows:

a. For Employees of rank lower than Lieutenant, overtime benefits under this article shall be paid at time and one half or by compensatory time, if Employee so elects.

b. For Employees of the rank of Lieutenant or above, overtime will be compensated for by the granting of compensatory time at the rate of one and one-half hours for each hour of overtime worked. Any Employee of the rank of Lieutenant or above who cannot complete compensatory time as a result of scheduling difficulties as determined by the Chief of Police shall be paid for said unused compensatory time at a straight time rate. However, anything heretofore to the contrary notwithstanding, any Employee of the rank of Lieutenant or above who works on any of the holidays set forth in Paragraph One of Article IX, shall be paid additional straight time pay for said holidays worked in lieu of compensatory time.

6. Distribution of overtime will be done on a rotating basis in order of seniority to the extent practicable.

7. A twenty-eight (28) day work schedule consisting of one hundred sixty (160) hours shall be established. Any hours in excess of one hundred sixty (160) shall be considered overtime.

ARTICLE XIII**LONGEVITY**

A. In addition to the compensation provided in Articles XI and XII above, each Employee who qualifies shall receive longevity pay as follows:

<u>AFTER COMPLETION OF:</u>	<u>AMOUNT OF PAYMENT</u>
5 years of service	\$ 200.00
6 years of service	300.00
7 years of service	400.00
8 years of service	500.00
9 years of service	600.00
10 years of service	800.00
11 years of service	900.00
12 years of service	1,000.00
13 years of service	1,100.00
14 years of service	1,200.00
15 years of service	1,400.00
16 years of service	1,500.00
17 years of service	1,600.00
18 years of service	1,700.00
19 years of service	1,800.00
20 years of service	2,000.00
21 years of service	2,100.00
22 years of service	2,200.00
23 years of service	2,300.00
24 years of service	2,400.00
25 years of service	2,600.00

1. Following the last longevity level on the above typed charts (25 years of service - \$2,600.00) longevity shall continue at the rate of increase of One Hundred (\$100.00) Dollars per year for each year of employment thereafter.

2. All longevity shall be paid on or about December 15 of each year.

B. For employees hired after January 1, 1996, the following longevity schedule will be applicable.

9 years of service	\$ 200.00
10 years of service	300.00
11 years of service	400.00
12 years of service	500.00
13 years of service	600.00
14 years of service	700.00
15 years of service	800.00
16 years of service	900.00
17 years of service	1,000.00
18 years of service	1,100.00
19 years of service	1,200.00
20 years of service	1,300.00
21 years of service	1,400.00
22 years of service	1,500.00
23 years of service	1,600.00
24 years of service	1,700.00
25 years of service	1,800.00

1. Following the last longevity level on the above typed charts (25 years of service - \$1,800.00) longevity shall continue at the rate of increase of One Hundred (\$100.00) Dollars per year for each year of employment thereafter.

2. All longevity shall be paid on or about December 15 of each year.

ARTICLE XIV
CLOTHING AND SHOE MAINTENANCE ALLOWANCE

A. Each Employee, including plainclothes Employees, shall receive a uniform, or the equivalent thereto, replacement allowance of \$600.00 per calendar year. The Township shall use its best efforts to provide a durable and attractive quality uniform. The Township shall consult with the Employees concerning the standards of quality, color and other like factors with respect to uniforms for the Employees before bids for such items are advertised.

B. In addition to the above, the Employer shall also provide for the cleaning of said uniforms, up to the sum of \$400.00 per year, for each Employee, including plainclothes Employees.

C. The Township will provide for the certification and replacement of the body armor when necessary and with the Chief's approval.

D. The Employer will replace or repair, up to the maximum of \$100.00, personal property of the Employee, commonly worn while working, which is damaged or lost while the Employee is on duty, unless such damage or loss is due to negligence of the Employee, in which case the Employee will bear the cost. The Chief of Police must certify the loss and the absence of negligence.

E. Any request for payments pursuant hereto shall be paid at the discretion of the Chief of Police who shall be responsible for reporting any such approved expenditures to the Township Committee on a quarterly basis.

ARTICLE XV**WORK PERIOD**

The work period for all Employees covered by this Agreement shall consist of not more than one hundred sixty (160) hours in a twenty-eight (28) day work schedule. All other hours beyond one hundred sixty (160) shall be considered overtime and compensation shall be in accordance with the provisions of Article XII.

ARTICLE XVI**FALSE ARREST INSURANCE**

The Employer shall purchase and maintain insurance coverage on behalf of each Employee against any expenses incurred in any proceeding and any liability asserted against any such Employee in his/her capacity as a member of the Police department of Washington Township. Such insurance coverage shall include protection and indemnification concerning claims or actions in the nature of "false arrest" or "malfeasance" against any such Employee.

ARTICLE XVII**CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement as established by the Township's Charter, Ordinances and Rules and Regulations of the Police Department of the Township of Washington in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any Employee's benefits existing prior to its effective date and accordingly, such Employee's benefits shall be continued.

ARTICLE XVIII**CHECK-OFF**

The Employer shall deduct dues and initiation fees from the wages of all Employees covered by this Agreement who have filed with the Township a proper dues deduction authorization clause as required by the laws of the State of New Jersey. The Local shall advise the Employer of the fixed and standard dues and initiation fees of those members and payments will be made to the Local on or before the first pay date of each month.

In the event any dues or initiation fees are inadvertently paid in error by the Township, the Employee shall not hold the Township liable for same.

The Local shall defend and hold harmless the employer with respect to any litigation resulting from the reliance by the employer on dues deduction forms furnished to the employer on behalf of the employees covered under this agreement.

ARTICLE XIX
BULLETIN BOARD

The Employer shall permit the Local to have its own bulletin board located in Police Headquarters for the posting of notices concerning Local business and activities. All such notices which shall be placed on said bulletin board shall be signed by the President or other authorized Employee of the Local.

ARTICLE XX
POLICEMAN'S BENEVOLENT ASSOCIATION STATE MEETINGS

The Executive Director or President of the Local or their designee, shall be granted leave from duty with full pay for all meetings of the PBA State Association when such meetings take place at a time when such Employees are scheduled to be on duty, provided the said Employee gives reasonable notice to his/her superior Employee to secure another Employee to work in his/her place.

ARTICLE XXI
GRIEVANCE PROCEDURE

The term grievance means a complaint regarding alleged misinterpretation, misapplication or violation of the terms and conditions of this Agreement.

Minor discipline matters (less than six (6) days of fine or suspension or equivalent thereof) shall be included in this Grievance Procedure.

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance. The Local may initiate or file a grievance on behalf of an injured or unavailable Employee. The Township may be a grievant.

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the subject Employee during the pendency of any disciplinary proceeding.

Grievances, disputes or controversies which may arise shall be resolved in the following manner:

A. Contents of Grievance

A written grievance shall meet the following specifications:

1. It shall be specific.
2. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
3. It shall specify the section of the contract or rule or regulation or statute or ordinance which has been allegedly violated, misapplied or as to which the dispute arises.

4. It shall state the relief requested.
5. It shall contain the date of the alleged dispute, controversy or issue.
6. It shall be signed by the grievant.

B. Counting of Time

Time limits, as indicated, exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

C. Step Procedure

1. **Step One** - Within thirty (30) calendar days after its occurrence, the aggrieved employee shall discuss his complaint with his immediate supervisor. It shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis with three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the Lieutenant. The Lieutenant shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement, but not to exceed ten (10) calendar days.

2. **Step Two** - In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then the grievance shall be submitted in writing within seven (7) calendar days by the grievant to the Chief of Police. The Chief of Police shall submit his written answer to the grievant within seven (7) calendar days. This time limit may be waived by mutual consent but not to exceed fourteen (14) calendar days.

3. **Step Three** - In the event the grievance is not resolved at Step Two, then the grievance shall be submitted in writing within seven (7) calendar days by the grievant to the Township Administrator. The Township Administrator, or his designee shall submit his written answer to the grievant within seven (7) calendar days. This time limit may be waived by mutual consent but no to exceed seven (7) calendar days.

4. **Step Four** - In the event the grievance is not resolved at Step Three, then the grievance shall be submitted in writing within seven (7) calendar days by the grievant to the Township Committee. The Township Committee shall schedule and hold a plenary hearing within fourteen (14) calendar days after the receipt of all documents relating to the grievance, from the grievant, Chief of Police and Township Administrator or his designee. The Township Committee shall, in advance of the plenary hearing, notify all parties of the date, time and place of the hearing within ten (10) calendar days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual agreement. All decisions of the Township Committee shall be by majority vote.

5. **Step Five** - In the event the grievance shall not have been resolved at Step Four, then the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or Civil Rights questions, the grievant shall have the right to seek a resolution of his grievance either at binding arbitration or in the Courts. In all respects, the initiation of binding arbitration or Court process shall begin within forty-five (45) days after receipt of written resolution from the Township Committee, which resolution shall embody the decision of the Township Committee.

D. Arbitration

1. Arbitration requests shall be directed to the Public Employment Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on his request. The request shall specify the particulars of the grievance and the contract provision(s) allegedly violated.

2. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.

3. An arbitrator shall not have the power or authority to add to, subtract from, or modify the provisions of this Agreement or the laws of the State of New Jersey and shall confine his

decisions solely to the interpretation and application of this Agreement. He shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall not submit observations or declarations of his opinions which are not relevant in reaching the determination. 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 the Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement except if otherwise provided within this Agreement.

4. Neither the Local nor the Township may withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings, except with prejudice, unless the other party shall consent that such withdrawal or discontinuance be without prejudice.

5. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved subject to either party's right to appeal provided by statute and/or enter a judgment on the award in the Superior court.

6. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

7. If the Public Employment Relations Commission is abolished or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method for choosing an arbitrator.

E. General Provisions and Exceptions to Grievance Procedure

1. No grievance settlement reached under the terms of the Agreement shall add to, subtract from or modify the terms of the Agreement.

2. Grievance resolutions or decisions at Step One through Step Four shall not constitute a precedent in any arbitration or other proceeding unless a specific Agreement to that effect is made by the Township and the "Local".

3. Where a grievance involves, exclusively, an alleged error in calculation of salary payment, the grievance may be timely filed within thirty (30) days of the time the individual should reasonably have known of its occurrence.

4. Where a grievance has been previously submitted in writing and the grievant requires time to investigate such grievance to achieve an understanding of the specific work problem due to working hours, the grievant or a representative of the Local will be granted permission and reasonable time to a limit of four (4) hours to investigate, without loss of pay. It is understood that the supervising personnel in the Police Department shall schedule such time release. Such time release shall not be unreasonably withheld and upon request, could be extended beyond a four (4) hour limit but not exceed eight (8) hours for specified reasons, if, in the opinion of the supervisor, the circumstances warrant an exception to this limit. Where circumstances require, the supervisor shall authorize additional time required for travel, not to exceed two (2) hours.

5. The aggrieved Employee and his designated Employee representative shall be allowed time off without loss of pay as follows:

a. As may be required for appearance at a hearing of the Employee's grievance scheduled during working hours.

6. Where the Employee or the Local requests Employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance as required if during his normal scheduled working hours. The witnesses to appear for the grievant shall, when called to testify, be excused from duty with no loss of pay.

ARTICLE XXII
SAVINGS CLAUSE

In the event that any provision of this Agreement is declared unlawful or unenforceable under state or federal rule or regulation or administrative rules, such provision shall be deleted from this Agreement and the other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE XXIII
QUASI-DUTY OR EXTRA DUTY

A. In all cases where an outside party seeks to have police work performed through the Police Department then such service shall be considered as covered by this Article. For all purposes a Police Officer so employed shall be considered as in the employ of the public employer during such service. Said officer shall be subject to all of the rights, duties and limitations of office and shall be considered to be on duty by the department. All aspects of the employer-employee relationship between the officer and the department are applicable to such duty. The officer on such duty shall receive compensation from the public employer subject to all appropriate deductions. It is the specific intent of the parties that said officer while so engaged shall be considered for all purposes to be on duty and under the control and employ of Washington Township.

Duty covered by this Article shall be compensated at the following rates:

1. Effective January 1, 1999 the rate shall be \$40.00 per hour. The public employer shall be entitled to keep ten dollars \$10.00 per hour, charged against the above stated rates, as an administrative fee to defray such costs as workers' compensation, liability insurance, social security deductions, pension contributions, etc. In 2000, the rate shall be \$41.00; in 2001, \$42.00; and in 2002, \$43.00. The Public Employer shall be entitled to keep \$10.00 per hour, charged against the above rates.

B. Each Employee shall receive compensation for each hour of quasi-duty performed with a minimum of two (2) hours compensation per assignment. All moneys due and owing to the individual Employee by reason of his/her performance of quasi-duty shall be paid on the payroll date next succeeding the completion of the date of such quasi-duty assignment. An additional one dollar (\$1.00) per hour shall be added for the use of an Employee's personal automobile when required. All work over eight (8) hours shall be paid at the time and one half (1-1/2) hourly wage.

ARTICLE XXIV**SENIORITY****A. Preference**

A full-time Employee shall have seniority, for all purposes, over part-time employees or CETA employees, whether or not CETA employees are fully employed. Seniority shall be determined from the first date of employment with the Township, provided service is continuous.

B. Layoffs

In the event of layoffs, the Employee with the least seniority shall be laid off first. All employees who are laid off shall have the first right to be reemployed and the Township shall not employ anyone as a member of the Police Department until all laid-off members have been fully reinstated to duty with all then current pay and privileges or have refused reinstatement.

C. Rehiring

Seniority shall be applied in cases of layoffs and rehiring.

D. Probationary Discharge

The right to rehiring or reinstatement shall not be applicable to employees who are dismissed or discharged during their probationary period.

ARTICLE XXV
PAYROLL SAVINGS PLAN

A. Savings Bond Plan

The Township shall implement a United States Savings Bond payroll savings plan for each Employee. Upon application by the Employee and delivery to the Township of the appropriate payroll deduction authorization, the Township shall make deductions from the Employee's salary in each payroll period in authorized amounts, to fund the bond purchase. All bonds are the property of and shall be delivered to the Employee. This plan shall be implemented and placed into effect without service or administrative cost to the Employee.

B. Salary and Wage Deferment Plan

The Employer agrees to the initiation of a money market/payroll deferment plan which shall be presented to the Employees prior to its initiation. Upon application by the Employee and delivery to the Township of the appropriate payroll deduction authorization, the Township shall make deductions from the Employee's salary in each payroll period in authorized amounts. The Employer shall bear all reasonable costs incurred in the establishment of the Plan implemented pursuant hereto.

ARTICLE XXVI

LEGAL REPRESENTATION AND LEGAL FEES

A. Provision of Defense

The Township agrees to provide for the defense of actions or proceedings in accordance with N.J.S.A. 40A:14-155. The Township further agrees that the Employee or Employees of the Washington Township Police Department who are the defendant or defendants in such action shall have the right to select the attorney of his/their choice, except that the Employee or Employees agree that the Township shall pay for such legal services at a reasonable rate.

The defense of actions pursuant to the statute may include the reasonable costs of services for expert and/or investigators.

B. Legal Advice and Counsel

The Township shall supply to each Employee all necessary legal advice and counsel in the defense of or settlement of claims for personal injuries, death or property damages, arising out of or in the course of his employment and the Township shall pay and satisfy all judgments against the Employee arising out of such claims, except punitive damages.

ARTICLE XXVII**TUITION REIMBURSEMENT**

A. The Township agrees to reimburse employees for tuition of courses taken in police science or criminal justice approved curriculum in accordance with the provisions of Sections B, C and D below.

B. To be eligible for reimbursement:

1. The Employee must be taking courses in job related areas as determined solely by the Chief of Police.

2. The Employee must have the approval for such payment in advance from the Township after recommendation by the Chief of Police.

C. The tuition reimbursement shall be limited to no more than fifty percent (50%) of the Rutgers University Commuter Instate Rate for tuition, not to exceed \$500 in a calendar year.

D. Payment will be promptly made after evidence has been provided of the Employees successful completion of the course (s).

E. Effective January 1, 2001, this article will be removed from the contract.

ARTICLE XXVIII**INSURANCE**

The Employer will indemnify all Employees covered by this Agreement from civil suits arising out of the performance of their duties including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy and the invasion of civil rights.

Employees covered by this Agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.

ARTICLE XXIX
PERSONNEL FILES

A. A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for evaluation purposes by the Police Chief, Mayor and/or Governing Body.

B. Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires within 20 working days after receipt of the material. The rebuttal will be placed in the Officer's personnel file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

E. Each Employee shall be supplied with a written certification from the Employer, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the Officer.

ARTICLE XXX
NO STRIKE CLAUSE

It is agreed that during the term of the Agreement, neither the Local nor its Employees or members, shall sanction, condone, or participate in any strike, stoppage of work, boycott, illegal or unlawful picketing, against or within the Township of Washington and that there shall be no lock out of Employees by the Employer.

In the event that any of the Employees violate the provisions of the above paragraph, the Local shall take the necessary steps to have the Employees who participated in such action return to their jobs and forward a copy of such order to the Employer. The Local shall use every means at its disposal to influence Employees to return to work.

ARTICLE XXXI**FULLY BARGAINED PROVISIONS**

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall 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, executed and ratified this Agreement.

ARTICLE XXXII**TERM OF AGREEMENT**

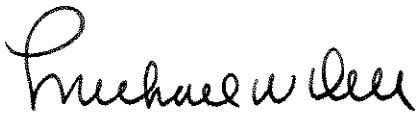
A. This agreement shall be effective January 1, 1999 and shall remain in full force and effect until December 31, 2002. If the parties have not executed a successor agreement by December 31, 2002, then this Agreement shall continue in full force and effect until a successor agreement is executed.

B. Both parties will advise in writing a desire to negotiate the terms of a new Agreement. Negotiations may begin no less than 90 days nor more than 120 days before the expiration of this Agreement.

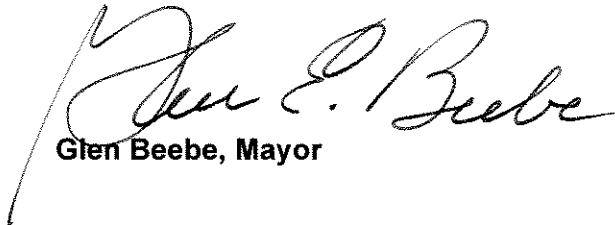
In witness whereof, the parties have hereunto set their hands and seals this day of
October, 1998.

ATTEST:

The Township of Washington



Michael W. Dill, Administrator



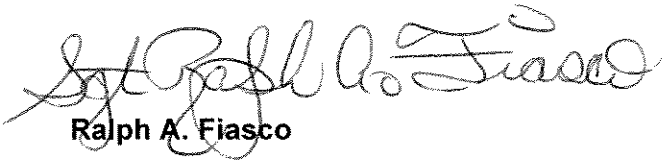
Glen Beebe, Mayor



Bernadette M. Dubuss, Clerk

Attest:

Superior Officer's Association
of Washington Township
PBA Local 344, Inc.



Ralph A. Fiasco



John J. Mihalik, Jr.

**APPENDIX A
SALARY SCHEDULE
SUPERIOR OFFICERS**

Effective pay period 14 in 1999, the lieutenant's salary will be as outlined below. Also effective pay period 14 in 1999, all sergeants will be placed in the step guide listed below based on their years of experience. For the years 2000, 2001 and 2002, increases will be effective January 1.

TITLE	1999	2000	2001	2002
LIEUTENANT	71,945	74,104	76,327	78,617

STEP GUIDE FOR SERGEANTS

The time requirements for the step guide listed below indicate the time of appointment as sergeant until Step 3 which is after ten (10) years on the job as sergeant.

STEP		1999	2000	2001	2002
1	APPOINTMENT THROUGH 5 YEARS	62,057	64,438	66,658	68,956
2	AFTER 5 YRS THROUGH 10 YRS	65,618	67,846	70,025	72,275
3	AFTER 10 YEARS	69,178	71,254	73,391	75,593