

1979

AGREEMENT

Between

TOWNSHIP OF WASHINGTON

and the

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 301

Prepared by:

Donald B. Ross, Jr., Esq.
Whipple Ross & Hirsh
9 Campus Drive
Parsippany, New Jersey

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
ARTICLE I.....TERM OF AGREEMENT	2
ARTICLE II.....RECOGNITION AND SCOPE	3
ARTICLE III.....CONDITION OF OUTSIDE EMPLOYMENT	4
ARTICLE IV.....GRIEVANCE	5
ARTICLE V.....SALARIES	8
ARTICLE VI.....OVERTIME AND SPECIAL DUTY	11
ARTICLE VII.....HOLIDAYS	13
ARTICLE VIII.....COLLEGE INCENTIVE	14
ARTICLE IX.....PRIVATE VEHICLES	18
ARTICLE X.....SICK LEAVE	19
ARTICLE XI.....VACATIONS	21
ARTICLE XII.....LONGEVITY	22
ARTICLE XIII.....ADDITIONAL BENEFITS	23
ARTICLE XIV.....END OF EMPLOYMENT	25
ARTICLE XV.....DEPARTMENTAL INVESTIGATIONS	26
ARTICLE XVI.....DURATION	27

AGREEMENT FOR
WASHINGTON TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 301

This Agreement, entered into this 21 day of April, 1997, 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 Policemen's Benevolent Association, Local 301, hereinafter called the "P.B.A.", represents the complete and final understanding on all bargainable issues between the Township and the P.B.A.

ARTICLE I

TERM OF AGREEMENT

This term of this Agreement shall be for the period commencing January 1, 1997, and ending December 31, 1999.

ARTICLE II

RECOGNITION AND SCOPE

The Township hereby recognizes Washington Township's Policemen's Benevolent Association, Local 301, as the sole and exclusive negotiation unit for all Policemen in Washington Township Police Department, below the rank of Lieutenant, under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law. This Agreement shall govern all wages, rights, and working conditions of the Washington Township Police Department.

ARTICLE III

CONDITION OF OUTSIDE EMPLOYMENT

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

ARTICLE IV

GRIEVANCE

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

Any employee taking a grievance under this contract shall at his request, have as assistance a representative and/or an attorney of his choosing at the second level or any succeeding level. Any representative chosen by the grievant from the ranks of the Washington Township Police Department shall not be penalized by the Township and time off to assist in the prosecution of the grievance shall be granted.

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

1. The employee having a grievance shall give notice of the grievance to the Chief of Police within ten (10) days of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate.

2. In the event that the grievance is not settled or resolved within ten (10) days from the date written notice was given, the Chief shall forward a copy of the grievance to the Mayor of the Township of Washington together with the action taken by the Chief of Police. It shall then be incumbent upon the Mayor of the Township to arrange a meeting at a reasonable time and place at which time the 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. Those grievances that are not concerning a provision in this agreement shall end at the Township Committee level.
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 Public Employment Relations Commission.
 - 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 required 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.

- 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 employee. Any other expenses incurred shall be paid by the party incurring same.
- c. All actions taken on grievance must be reduced to writing and a copy supplied to the employee.
- d. A grievance or dispute shall be deemed settled and resolved if, during any step in the grievance procedure, the employee entertaining the grievance gives written notice that the matter has been settled to his satisfaction. Said written notice may be by notation upon the original notice of grievance or by separate notation. In either event, same must be signed by the party bringing the grievance or dispute.
- e. Policemen will not have their departmental hearing prior to their criminal trial so as not to prejudice their standing with a jury.

ARTICLE V

SALARIES

Salaries for Patrolmen and Sergeants employed prior to December 31, 1996 are set forth as follows:

1/1/97

Patrolmen

Start.....	\$33,753.00
Step 1.....	\$42,632.00
Step 2.....	\$45,991.00
Step 3.....	\$49,775.00
Step 4.....	\$53,538.00

Sergeants

Step 1.....	\$56,011.00
Step 2.....	\$58,097.00
Step 3.....	\$59,764.00

1/1/98

Patrolmen

Start.....	\$34,259.00
Step 1.....	\$43,271.00
Step 2.....	\$46,681.00
Step 3.....	\$50,521.00
Step 4.....	\$54,341.00

Sergeants

Step 1.....	\$56,852.00
Step 2.....	\$58,968.00
Step 3.....	\$60,660.00

1/1/99

Patrolmen

Start.....	\$34,601.00
Step 1.....	\$43,704.00
Step 2.....	\$47,148.00
Step 3.....	\$51,026.00
Step 4.....	\$54,884.00

Sergeants

Step 1.....	\$57,420.00
Step 2.....	\$59,558.00
Step 3.....	\$61,267.00

Salaries for Patrolmen hired on or after January 1, 1997 are set forth as follows:

1/1/97

Patrolmen

Start.....	\$30,000.00
Step 1.....	\$33,923.00
Step 2.....	\$37,846.00
Step 3.....	\$41,769.00
Step 4.....	\$45,692.00
Step 5.....	\$49,615.00
Step 6.....	\$53,538.00

1/1/98

Patrolmen

Start.....	\$30,450.00
Step 1.....	\$34,432.00
Step 2.....	\$38,414.00
Step 3.....	\$42,396.00
Step 4.....	\$46,377.00
Step 5.....	\$50,359.00
Step 6.....	\$54,341.00

1/1/99

Patrolmen

Start.....	\$30,755.00
Step 1.....	\$34,776.00
Step 2.....	\$38,798.00
Step 3.....	\$42,820.00
Step 4.....	\$46,841.00
Step 5.....	\$50,863.00
Step 6.....	\$54,884.00

Probationary status shall be for a period of one (1) year for both salary and review purposes. Salary step increments shall take effect annually commencing on the date the officer completes his probationary period for pay purposes and on each anniversary date thereafter.

Salary step increments for Sergeants shall take place on date of promotion to that rank and annually thereafter on anniversary date of promotion.

The Township may at its option create the rank of Corporal. The salary for this rank shall be the mid-point between the top step rate of a Patrolman and the starting salary for a Sergeant.

Commencing with the first pay period of the 22nd year of service, longevity and college incentive compensation 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 Police Department shall be computed on the basis for a forty-hour week. Said week shall be determined in accordance with the rotating shift schedule prepared by the Chief of Police.

B. On certain occasions, officers may be required to work overtime. All overtime must be approved by the Chief of Police, or his designee.

The following rules will apply for the years 1997 through 1999:

1. Compensation at time and one-half the regular hourly rate for all hours worked in excess of the scheduled tour of duty.

2. Scheduled overtime and non-incidentual overtime will be compensated at the rate of one and one-half for all hours assigned and worked. Scheduled overtime is extra work scheduled in advance.

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

D. The Township agrees to pay a minimum two-hour unscheduled call-out time when an off-duty policemen is called out of his home for unscheduled duty, including but not limited to: breathalyzer testing, court appearance, special raids, parades, demonstrations, fatality investigation, or emergency duty.

E. Compensatory time may be allowed and shall be at time and one-half. Compensatory time may be taken only with the 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 departmental Rules and Regulations.

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

G. Whenever a Sergeant is not on duty to cover a shift, a shift supervisor will be appointed, who will be paid at the starting Sergeant's rate of pay for all hours so worked; provided, however, that no such compensation shall be paid for the day shift on Monday through Friday unless the Chief, Captain or Lieutenant is not on duty during such shift (e.g., holidays). This provision is not meant to include a Sergeant's temporary absence occurring during a shift; it is applicable only in the event the shift supervisor covers at least four (4) consecutive hours of the shift.

ARTICLE VII

HOLIDAYS

Employees shall receive twelve paid holidays per year as follows:

New Years Day, Martin Luther King Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Day.

Compensation to the employee on all holidays on which no day off is taken shall be paid as follows:

1. For the first nine (9) holidays set forth, compensation shall be paid on or before November 15th of each year.
2. For the three (3) holidays remaining, compensation shall be paid on or before December 31st of each year.

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

Upon reasonable advance notice to the Department, employees shall be permitted to take holidays as days off in lieu of payment for same in cash, upon the approval of the Chief of Police or his designee.

ARTICLE VIII

COLLEGE INCENTIVE

All full time members of the Washington Township Police Department are eligible to receive annual compensation for college credits or tuition based on the following plans:

PLAN A: For all members of the Department employed prior to December 31, 1988, and continuing for the full term of their employment, payment will be made at the rate of \$14.00 for each credit attained. These credits must be acceptable at an accredited college towards an Associates or Bachelors degree in Law Enforcement, Criminal Justice, Public Administration or Police Administration ("Approved Degree Programs"). Payment is to be made after the Officer presents a voucher approved by the Chief of Police and acceptable documentation. Acceptable documentation shall be all of the following: (1) a legible transcript from the college/university showing courses taken and grades attained; (2) copy of college/university requirement for degree being pursued, including required total credits for degree. No credit will be considered if a minimum grade of "C" or its equivalent (or a passing grade for a pass/fail course) has not been awarded in the subject. Annual compensation for college incentive shall be allowed while the Officer is actively pursuing credits towards a degree.

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

Level No. 1 - 12 credits up to and including 23 credits

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

Failure to increase from one level to a higher level within two (2) year period shall cause the compensation to revert to a five (5) if above such level, and revert to not compensation if below five (5). Probationary patrolmen are not eligible for this compensation.

PLAN B: Any member of the Department employed on or after January 1, 1989, shall receive 100% tuition reimbursement plus cost of books (with receipts) upon completion of the course with a grade of "C" or better (or a passing grade for a pass/fail course) for courses of study in connection with Approved Degree Programs. Under this Plan B, payment shall be made only for courses necessary to obtain an Associate's and Bachelor's degree. College fees and entrance fees are not reimbursable.

PLAN C: Any member of the Department employed on or after January 1, 1997, shall receive 80% tuition reimbursement plus cost of books (with receipts) upon completion of the course with a grade of "C" or better (or a passing grade for a pass/fail course) for

courses of study in connection with Approved Degree Programs. Under this Plan C, payment shall be made only for courses necessary to obtain an Associate's and Bachelor's degree. College fees and entrance fees are not reimbursable.

PLAN D: In lieu of Plan A, B or C (but not in addition thereto), any member of the Department shall receive 50% tuition reimbursement plus cost of books (with receipts) upon completion of the course with a grade of "C" or better (or a passing grade for a pass/fail course) for courses of study in connection with Approved Degree Programs, or degree program(s) otherwise approved by the Township Committee. Under this Plan D, payment shall be made only for courses to a Masters Degree. College fees and entrance fees are not reimbursable.

Miscellaneous Provisions:

(1) Under all plans, it shall be the obligation of the employee to provide to the Employer official notification from the school before the end of the first semester as to the number of credits required for the degree being sought, and the precise course requirements.

(2) Employees receiving payment under Plan A may receive benefits under Plan D (Masters Degree) provided they permanently waive the annual payments due under Plan A. In such cases, benefits under Plan D will not be available until the calendar year following the last payment made under Plan A.

(3) Employees who are eligible for payments under Plan A (whether or not they currently receive such payments) may receive

benefits under Plan C, provided they permanently waive their entitlement to and/or payments under Plan A. In such cases, benefits under Plan C will not be available until the calendar year following the last payment made under Plan A.

(4) Employees who have completed degree requirements under Plan B or Plan C, or who have entered the Department with an Associate's or Bachelor's Degree in an Approved Degree Program, may then receive benefits under Plan D (Masters Degree).

(5) If the required documentation has been submitted by the employee, benefits under this Article shall be paid not later than the last pay period in February of each year.

ARTICLE IX

PRIVATE VEHICLES

Employees will not use their own vehicles for official purposes, nor will mileage be paid therefore, 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 X

SICK LEAVE

- A. 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 - 10 days per year.
- B. Sick leave shall be cumulative at a rate of 50 percent (50%) of the unused sick leave in any given year based on the ten (10) days allowed sick leave.
- C. In addition to the sick leave granted pursuant to Paragraph B, however, 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.
- D. In addition to the sick leave granted pursuant to Paragraph A and B, 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 (25th) day to the one hundred eighty-second (182nd) 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 (expenses paid by the Township).

- E. Upon either an actual non-deferred service retirement or a disability retirement, as determined by P.F.R.S., all unused sick days which have been accumulated pursuant to Paragraph B shall be compensated at the then applicable salary rate, to a maximum amount of seven-thousand five hundred dollars (\$7,500.00).
- F. Any time sick leave is taken, the annual allotment of sick time shall be utilized first, followed by the accumulated sick days, prior to the use of the "extended" sick leave granted pursuant to Paragraphs C and D.
- G. Notwithstanding Paragraph F, in the case of a job-related injury, it shall not be necessary to utilize the accumulated sick days prior to the "extended" sick leave benefits.
- H. In an instance where the 182 day limit has been reached and the employee still has unused accumulated sick days, those unused accumulated sick days can be used at the end of the 182nd day.

ARTICLE XI

VACATIONS

Employees shall receive the following vacation time:

1. Newly hired officers shall receive one-half (1/2) day of vacation for each month of service during the remainder of first calendar year of employment.
2. During the first full calendar year of service through the end of the sixth year of service--two (2) weeks vacation.
3. After six (6) years of service--three (3) weeks vacation.
4. After eleven (11) years of service--four (4) weeks vacation.

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 not granted by the employer, said vacation shall lapse.

ARTICLE XII

LONGEVITY

The following longevity amounts shall be added to the base salary for employees under this Agreement:

5 - 10 years	\$1,000.00
11 - 15 years	\$1,500.00
16 + years	\$2,000.00

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

ARTICLE XIII

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 P.B.A. Local 301 to discuss the proposed changes at least 90 days prior to execution of a new insurance carrier provides substantially similar benefits and a procedure for claims processing that is not more onerous than the carrier which is proposed to be replaced.

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

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

C. While an employee is attending a required Police Training School, he shall receive an allowance of up to \$8.00 per day and up to \$16.00 if an overnight stay is required, with proper dated receipts, to defray the cost of meals.

D. Each employee shall be entitled to two (2) personal days with pay each year, with the approval of the Chief of Police.

E. Each employee shall receive an allowance of \$750.00 for 1997, \$800.00 for 1998 and \$850 for 1999 for the purpose of acquisition and maintenance of uniforms and equipment. The Chief of Police may implement a uniform change costing \$100.00 per man or more if (1) the Township meets and confers with P.B.A. Local 301 to discuss the proposed change at least 90 days prior to implementation and (2) the change is approved by the Township Committee.

F. The Township shall provide reasonable use of a meeting room for the P.B.A. to conduct business during non-Township business hours.

G. The Township and the P.B.A. agree to cooperate with each other in seeking outside sources of funding for the purchase of bullet-proof vests to be utilized by members of the Department.

ARTICLE XIV

END OF EMPLOYMENT

At the end of employment, the employee shall be compensated for any all earned vacation days and earned holidays.

ARTICLE XV

DEPARTMENTAL INVESTIGATIONS

The Township agrees to follow the legally mandatory Internal Affairs Policy and Procedures adopted by the New Jersey Department of Law and Public Safety, Division of Criminal Justice, as the same may be amended from time to time.

ARTICLE XVI

DURATION

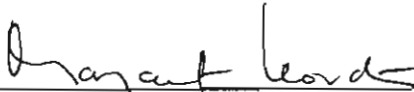
This contract does not replace the Washington Township Police Department Rules and Regulations, except that this contract will supersede and survive any all Rules and Regulations when there arises a conflict between this contract and said Rules and Regulations.

ATTEST:



Dianne S. Gallets, Clerk

TOWNSHIP OF WASHINGTON



Margaret Nordstrom, Mayor

ATTEST:



WASHINGTON TOWNSHIP P.B.A. LOCAL 301





