

WASHINGTON TOWNSHIP

MUNICIPAL OFFICES MORRIS COUNTY LONG VALLEY, NJ 07853 43 Schooley's Mtn. Rd. 908-876-3315 Fax 908-876-5138

June 20, 2018

Stephen E. Trimboli, Esquire Trimboli & Prusinowski, LLC 268 South Street Morristown, New Jersey 07960

Re: Police Benevolent Association, Local 301 Resolution #R-107-18

Dear Mr. Trimboli:

At a meeting held on June 18, 2018, the Washington Township Committee adopted Resolution #R-107-18, authorizing the execution of a Contract with the Policemen's Benevolent Association for a period from January 1, 2018 to December 31, 2021. A copy of the resolution and an executed agreement are enclosed for your records.

Sincerely,

Nina DiGregorio Township Clerk

Cc: Public Employment Relations Commission

Chief Jeff Almer

Andrew Coppola, CFO/Administrator

RESOLUTION OF THE TOWNSHIP OF WASHINGTON

Morris County, New Jersey

No. R-107-18	Date of Adoption:	June 18, 2018

Title or Subject:

AUTHORIZE EXECUTION OF CONTRACT - WASHINGTON TOWNSHIP

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 301

WHEREAS, the Washington Township Committee and the Washington Township Policemen's plent Association, Local 301 have agreed on a Collective Bargaining Agreement for the period from

January 1, 2018 to December 31, 2021.	Bargaining Agreement for the period from
NOW, THEREFORE, BE IT RESOLVED by the Washington, Morris County, New Jersey, that the Mayor and the Che Washington Township Policemen's Benevolent Association, I to December 31, 2021.	Clerk be authorized to execute a contract with
ATTEST: Nina DiGregorio, Township Clerk	TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WASHINGTON Kenneth W. Roehrich, Mayor
4	
I, Nina DiGregorio, Township Clerk, do hereby certify that the foof the Township Committee held on June 18, 2018.	oregoing resolution was adopted at a meeting
Nina DiGregorio, Township Clerk	Date

		*	

AGREEMENT

Between

TOWNSHIP OF WASHINGTON

And the

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 301

January 1, 2018 to December 31, 2021

TABLE OF CONTENTS

ARTICLE NO.		PAGE NO.
ARTICLE I	TERM OF AGREEMENT	4
ARTICLE II	RECOGNITION AND SCOPE	5
ARTICLE III	CONDITION OF OUTSIDE EMPLOYMENT	6
ARTICLE IV	GRIEVANCE	7-8
ARTICLE V	SALARIES	11
ARTICLE VI	OVERTIME AND SPECIAL DUTIES	12-13
ARTICLE VII	HOLIDAYS	14
ARTICLE VIII	COLLEGE INCENTIVE	15-16
ARTICLE IX	PRIVATE VEHICLES	17
ARTICLE X	SICK LEAVE	18-20
ARTICLE XI	VACATION	21
ARTICLE XII	LONGEVITY	22
ARTICLE XIII	ADDITIONAL BENEFITS	23-24
ARTICLE XIV	END OF EMPLOYMENT	25
ARTICLE XV	DEPARTMENTAL INVESTIGATION	26
ARTICLE XVI	DURATION	27

AGREEMENT FOR WASHINGTON TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 301

This Agreement, entered into this _____day of June 2018, 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, 2018 and ending December 31, 2021.

ARTICLE II RECOGNITION AND SCOPE

The Township hereby recognizes Washington Township's Policeman's Benevolent Association, Local 301, as the sole and exclusive negotiation unit for all Police Officers 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

This Township agrees that outside employment by the members of the Police

Department shall be permitted provided the activities do not interfere with 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 grievance 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 of 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 police officer shall be settled in the following manner:

- The PBA shall give notice of the grievance to the Chief of Police within ten (10)
 working 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) working days from the date written notice was given, the Chief shall forward a copy of the grievance to the Township Administrator. The Township Administrator shall have twenty-one (21) calendar days from receipt to respond to the grievance.
- 3. The PBA shall have ten (10) days from the date of the Administrator's response, or from the expiration of the twenty-one (21) calendar day period if the Administrator fails to respond, to request that the grievance be submitted to the Township Committee. It shall then be incumbent upon the Mayor of the Township to arrange a meeting, within thirty (30) calendar days of receipt of the grievance by the Mayor and Township Committee, unless the parties agree to a later date, at a reasonable time and place at which time the employee and his representative and/or attorney of his choosing 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.
- 4. If the grievance is not settled or resolved at the Township Committee level, the

PBA shall have the right to submit the grievance to binding arbitration within twenty (20) calendar 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 a violation 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 necessary travel, subsistence expenses and the cost of the hearing shall be borne equally by the Township and the employee. The party incurring same shall pay any other expenses incurred.

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 to his satisfaction. Said written notice may be by notation upon the original notice of grievance or by separate notation. In either event, the party bringing the grievance or dispute must sign same.
- E. Policemen will not have their departmental hearing prior to their criminal trial so as not to prejudice their standing with a jury.

9:			

ARTICLE V SALARIES

Salaries for Patrol Officers and Sergeants are set forth as follows:

	1/1/2018	1/1/2019	1/1/2020	1/1/2021
<u>Patrol</u>				
Start	51,622	51,622	51,622	51,622
*Post academy	55,002	55,002	55,002	55,002
**Step 1	58,372	58,372	58,372	58,372
Step 2	65,120	65,120	65,120	65,120
Step 2A	68,507	68,507	68,507	68,507
Step 3	71,874	71,874	71,874	71,874
Step 4	78,621	78,621	78,621	78,621
Step 5	85,374	85,374	85,374	85,374
Step 6	92,125	92,125	92,125	92,125
Step 7	103,581	105,601	107,660	109,813
<u>Corporal</u>	105,340	107,394	109,488	111,678
<u>Sergeants</u>		(34)		
Step 1	107,099	109,188	111,317	113,543
Step 2	110,171	112,320	114,510	116,800
Step 3	115,060	117,303	119,591	121,983
***Sergeant 1st Class	120,115	122,458	124,845	127,342
Salaries for Patrol Officers I	nired on or	after July 21	, 2012 are	as follows:
	1/1/2018	1/1/2019	1/1/2020	1/1/2021
<u>Patrol</u>				
Start	46,757	46,757	46,757	46,757
*Post academy	49,818	49,818	49,818	49,818
**Step 1	54,504	54,504	54,504	54,504
Step 2	59,191	59,191	59,191	59,191
Step 3	63,877	63,877	63,877	63,877
Step 4	68,563	68,563	68,563	68,563
Step 5	73,250	73,250	73,250	73,250
Step 6	77,936	77,936	77,936	77,936
Step 7	82,623	82,623	82,623	82,623
Step 8	87,309	87,309	87,309	87,309
Step 9	91,995	91,995	91,995	91,995
Step 10	103,581	105,601	107,660	109,813

Salaries for Patrol Officers hired on or after January 1, 2014 are as follows:

	1/1/2018	1/1/2019	1/1/2020	1/1/2021
<u>Patrol</u>				The state of the s
Start	30,570	30,570	30,570	30,570
*Post academy	46,757	46,757	46,757	46,757
**Step 1	49,818	49,818	49,818	49,818
Step 2	54,504	54,504	54,504	54,504
Step 3	59,191	59,191	59,191	59,191
Step 4	63,877	63,877	63,877	63,877
Step 5	68,563	68,563	68,563	68,563
Step 6	73,250	73,250	73,250	73,250
Step 7	77,936	77,936	77,936	77,936
Step 8	82,623	82,623	82,623	82,623
Step 9	87,309	87,309	87,309	87,309
Step 10	91,995	91,995	91,995	91,995
Step 11	103,581	105,601	107,660	109,813

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 shall take place on date of promotion to that rank and annually thereafter on anniversary date of promotion.

Longevity and holiday pay shall be considered part of, and reported to the New Jersey Division of Pensions as, part of the regular base pay 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.

Each officer certified as an EMT before January 1 of the current year shall receive an

^{* -} This step shall apply to patrolmen upon completion of the academy. For patrolmen who are already certified or have completed a recognized police academy program through the "alternate route" procedure, this step shall be the starting step.

^{** -} Step 1 and the following steps shall be applicable upon the anniversary date based upon the completion of the probationary period.

^{*** -} The creation and maintenance of this position is solely at the option of the Township Committee.

annual \$500 stipend. Each officer certified as an EMT between January 1 and July 1 shall receive a stipend of \$250 for the current year. New hires are required to be certified within eighteen months from date of hire or within such time as the Chief, in his sole discretion, may establish by way of department rule and regulation.

ARTICLE VI OVERTIME AND SPECIAL DUTY

- A. The workweek 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 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 2018 through 2021:

- 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-incidental 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 minimum three-hour unscheduled call-out time when an off-duty patrol officer 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 is 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.

- H. In lieu of any overtime or other payment, employees will be paid at the flat rate of \$70.00 per hour for a minimum of four hours for "Contractors" work which is scheduled through the Township and reimbursed to the Township by the Contractor. The Township rate for the use of the police vehicle and administrative costs will be an additional \$27.00 per hour.
- I. Whenever a Sergeant's position is vacant and a corporal works out of title in the Sergeant's absence, the corporal shall receive a Sergeant's pay starting on the thirty-first (31st) day out of title work and will continue to be paid at this rate until a Sergeant returns to duty or the position is filled. If the Sergeant's position remains vacant after one year, a sergeant's exam will be held to fill the vacant position.

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 and Christmas Day.

The Holiday Pay will be included in the base salary for distribution every other week. This compensation will not become part of the base pay for salary increase purposes.

Compensation for these holidays shall be paid at a rate equal to hourly wage of the officer's rank and step on the date of the holiday.

ARTICLE VIII COLLEGE INCENTIVE

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

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 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.

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.

PLAN D: In lieu of Plan 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 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 Master's Degree.

Employees hired on or after July 21, 2012 who have achieved a Bachelor's degree only shall be entitled to receive the current level of incentive in Plan D of 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). This plan shall only apply to courses designed to lead to a Master's degree in connection with Approved Degree Programs or degree programs otherwise approved by the Township Committee.

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 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).
- 3 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.
- 4 For employees in either Plan B, C or D the Township will reimburse up to fifty dollars (\$50.00) per semester for academic fees (ie. lab fees, etc.) which are connected with the approved degree program.

Employees hired after January 1, 2018 shall not be entitled to any benefits under the college incentive article.

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 IRS per mile reimbursement rate.

ARTICLE X SICK LEAVE

- A. Employees shall receive the following sick leave:
 - 1. Up to one (1) year of service 21 hours per quarter.
 - 2. After one (1) year of service 84 hours per year

A physician's note must be submitted for sick absences extending to a second consecutive work day.

- B. Beginning January 1, 2000, unused sick leave will not accumulate from year to year. Those employees that have accumulated sick days prior to January 1, 2000 will retain those days for future use and/or payment upon retirement at the appropriate rate pursuant to Paragraph F.
- C. Beginning January 1, 2000, employees will be paid for fifty percent (50%) of their unused sick leave up to 40 hours each year. Payment will be made during the first pay period of the following year.
- D. In addition to the sick leave granted pursuant to Paragraph A, 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 workdays missed due to hospitalization or recuperation. A doctor's certification will be required to establish eligibility.
- E. In addition to the sick leave granted pursuant to Paragraphs A, B and D for any single major illness or hospitalization which extends more than twenty four (24) calendar days, paid sick leave will be granted from the twenty –fifth (25th) calendar day to the one hundred eighty-second calendar (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).

ARTICLE X SICK LEAVE (CONTINUED)

- F. 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 prior to January 1, 2000 pursuant to Paragraph B shall be compensated at the then applicable salary rate, to a maximum amount of seventhousand five hundred dollars (\$7,500.00).
- G. Any time sick leave is taken, the annual allotment of sick time shall be utilized first, followed by the accumulated sick days until the employee reaches the 25th calendar day, prior to the use of the "extended" sick leave granted pursuant to Paragraph D and E. In the event an employee does not have any accumulated sick days then the 3 days per year of service, as per Paragraph D, will apply. H. Notwithstanding Paragraph G, 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.
- I. In an instance where the 182 limit has been reached and the employee still had unused accumulated sick days, those unused accumulated sick days can be used at the end of the 182^{nd} day.
- J. No more than 364 total days of extended sick leave may by taken within two (2) years.
- K. Employees hired after Jan, 1, 2014 must be employed by the township for twelve (12) months to be eligible for extended sick leave.
- L. The position of an employee on extended sick leave will be held (unpaid) for 90 days after the expiration of extended sick leave by the end of which the employee will have to be examined and certified as able to return to work by a township doctor at the Township's expense.
- M. 1. Transitional light duty will be offered on a temporary basis for

employees who temporarily cannot perform the essential functions of their positions due to injury, illness or other medical condition from which they are recovering, provided such light duty positions are available. An employee requesting transitional light duty must supply the Chief of Police with an appropriate statement from a qualified medical professional indicating that the proposed transitional light duty assignment is appropriate for the employee's medical condition. An employee placed on a transitional light duty assignment, provided one is available, is in no way eligible to remain in a light duty position permanently, and must return to full duty work as soon as medically cleared to do so.

2. The Department reserves the right to decline to offer an employee a transitional light duty assignment when the providing of that specific employee with transitional light duty would work an undue hardship on the Department or Township. An "undue hardship" arises when an individualized assessment of existing circumstances show that granting transitional light duty to the specific employee would cause significant difficulty or expense, taking into consideration (a) the nature and cost of the accommodation needed, (b) the overall financial resources of the Department; the number of persons employed and available to work at the time; the effect on expenses and resources of the Department, (c) the overall financial resources, size, number of employees, and type and location of facilities of the Township, (d) the type of operation of the Township and Department including the structure and functions of the workforce, the geographic separateness, and the administrative or fiscal relationship of the Department to the Township, and (e) the impact of the accommodation on the operation of the Department.

ARTICLE XI VACATIONS

Employees shall receive the following vacation time:

- 1 Newly hired officers shall receive 12 hours 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—80 hours vacation.
- 3 At the start of the calendar year in which the employee completes his sixth full year of service, the employee becomes eligible for 120 hours of vacation. Example: employee hired September 1981 becomes eligible for 120 hours paid vacation starting January 1, 1987.
- 4 At the start of the calendar year in which the employee completes his/her eleventh full year of service, the employee becomes eligible for 160 hours of vacation.
- 5 After sixteen (16) years of service, the employee becomes eligible for 8 additional hours per year up to a maximum of 200 hours 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 be June 30th, or an extension not granted by the employer, said vacation shall lapse.

ARTICLE XII LONGEVITY

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

After the completion of 11 years	\$1,500.00
After the completion of 16 years	\$2,000.00
After the completion of 21 years	\$2,500.00

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

B. As of January 1, 2019 the following longevity amounts shall be added to the base salary for employees hired before January 1, 2018:

After the completion of 11 years	\$1,500.00
After the completion of 16 years	\$2,000.00
After the completion of 21 years	\$5,000.00

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

For employees hired after January 1, 2018, the following longevity amounts shall be added to the base salary for employees:

After the completion of 11 years	\$1,500.00
After the completion of 16 years	\$2,000.00
After the completion of 21 years	\$2,500.00
After the completion of 26 years	\$5,000.00

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

ARTICLE XIII ADDITIONAL BENEFITS

The Township will provide full coverage to those employees enrolled in the New Jersey Stated Health Benefits Program. Health care contributions shall be consistent with that required by P.L. 2010, Chapter 2, and P.L. 2011, Chapter 78.

The only time an employee may switch insurance plans 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 the Township meets and confers with the P.B.A. Local 301 to discuss the proposed changes at least 90 days prior to execution of a new insurance contract and 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.

Effective January 1, 2019, the base plan for eligible employees shall be NJ Direct 15. The Township will pay up to the cost of NJ Direct 15 for eligible employees. Any cost over and above the cost of NJ Direct 15 shall be paid for by the employee, in addition to any other contribution toward premium costs established and in effect as of January 1, 2018.

The Township shall continue such insurance coverage upon retirement for employees who retire with at least twenty-five (25) years of service in the NJ State Pension System, and 20 years of service with Washington Township (for any employees hired after January 1, 2003), along with their spouses/civil union partners and dependents. Effective January 1, 2019, the base plan for those who retire on or after January 1, 2019, and who are eligible for coverage under this paragraph shall be NJ Direct 15. The Township will pay up to the cost of NJ Direct 15 for eligible retirees. Any cost over and above the cost of NJ Direct 15 shall be paid for by the retiree, in addition to any other contribution toward premium costs established and in effect as of January 1, 2018. Those who retired prior to January 1, 2019, and are receiving insurance coverage shall continue to receive coverage under the plan in effect as of the effective date of this agreement. Coverage ends at the year Medicare coverage commences or 65 years of age, whichever is sooner. This provision does not apply to any officer who loses health benefits through an illegal activity, or whose pension is cancelled for cause.

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

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.

Each employee shall be entitled to twenty-four (24) hours pf personal leave time each year, with the approval of the Chief of Police.

Each employee shall receive an allowance of \$925.00 for 2018 through 2021 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.

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

Each Detective shall receive a stipend of \$750 which will not become part of base salary for pension or salary increase purposes.

Employees are entitled to 3 days leave of absence for each death of an employee's immediate relative. These three days need not be taken consecutively but must be taken within 30 days of the death of an employee's immediate relative. These three initial bereavement days shall correspond to the length of the shift the officer is currently assigned to at the time of the death of their immediate relative. "Immediate relative" includes 1) the employee's grandparent, spouse, child, parents, brother or sister or stepparent 2) the grandparent, child, parent, brother or sister or stepparent of his/her spouse 3) a relative living under the same roof. Employees are paid for all working days during the Bereavement Leave.

Up to 216 additional bereavement hours can be taken for each death of an employee's spouse or child. Sick time, including additional sick days under Article X Section D, must be used first for bereavement days after the third day.

For purposes of this contract, with the exception of the initial three bereavement days for the death of an employee's immediate relative, any reference to "days" shall mean eight (8) hours.

ARTICLE XIV END OF EMPLOYMENT

At the end of employment, the employee shall be compensated for any earned 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 Public Safety, Division of Criminal Justice, as the same may be amended from time to time.

ARTICLE XVII PAYROLL DEDUCTIONS

The Township agrees to deduct P.B.A. membership dues from the pay of those officers who individually and voluntarily request, in writing, that such deductions be made in a form agreed upon between the Township and P.B.A. and consistent with applicable laws. Deductions shall be made twice per month and remitted within five days of the last pay date of the month.

The P.B.A. agrees to indemnify and hold harmless the Township from any cause of action, claims, and loss or damages incurred as a result of actions taken by the Township in accordance with this article.

ARTICLE XVII RULES AND REGULATIONS

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: Mia Dulyson	TOWNSHIP OF WASHINGTON
ATTEST:	P.B.A. LOCAL NO. 301
	34/1/