

1980

AGREEMENT

BETWEEN

TOWNSHIP OF WASHINGTON

AND THE

WASHINGTON TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

AGREEMENT FOR
WASHINGTON TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

This Agreement, entered into this *18th* day of *September* 19 *95*, by and between the Township of Washington, of the County of Morris and State of New Jersey, hereinafter called the "Township" and the Washington Township Superior Officer's Association, hereinafter called "Superiors," representing the complete and final understanding on all bargainable issues between the Township and the Superiors.

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

ARTICLE I
TERM OF AGREEMENT

The term of this Agreement shall be for the period commencing January 1, 1995 and ending December 31, 1997.

ARTICLE II
RECOGNITION AND SCOPE

The Township hereby recognizes Washington Township Superior Officer's Association, as the sole and exclusive negotiating unit for all Captains and Lieutenants in the Washington Township Police Department under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law. This Agreement shall govern all wages, rights and working conditions of the Washington Township Police Department Superior Officers.

ARTICLE III
CONDITION OF OUTSIDE EMPLOYMENT

The Township agrees that outside employment by the members of the Superior Officer's Association may be permitted by the Chief of Police providing the activities do not interfere with the employment or duties required by the Township for police employment. It is recognized and acknowledged that their duties as police officers must be fulfilled without impairment from outside employment.

ARTICLE IV
GRIEVANCE

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

Any Public Employee taking a grievance under this contract shall, at his request, have as assistance a representative and/or an attorney of his choosing at the second level or any succeeding level.

Any representative chosen by the grievant from the ranks of the Washington Township Superior Officers Association shall not be penalized by the Township and time off to assist in the prosecution of the grievance shall be granted.

Any grievance which may arise between the parties concerning a provision in this Agreement, including the application, meaning or interpretation of this Agreement, or any grievance which may arise out of or between the Public Employee concerning any matter which related to or affects the Public Employee in his capacity as a Superior shall be settled in the following manner:

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

2. In the event that the grievance is not settled or resolved within ten (10) days from the date written notice was given, the Chief shall forward a copy of the grievance to the Mayor of the Township of Washington together with the action taken by the Chief of Police. It shall then be incumbent upon the Mayor of the Township to arrange a meeting at a reasonable time and place at which time the Public Employee and his representative and/or attorney of his choosing serving notice of the grievance shall be given an opportunity to be heard by the Township Committee.
3. If the grievance is not settled or resolved at the Township Committee level, the aggrieved employee shall have the right to submit the grievance to binding arbitration within fifteen (15) days in accordance with the rules and procedures of the New Jersey State Board of Mediation.
 - a. The arbitrator's decision shall be set down in writing, and shall set forth his findings of fact, reasoning and shall be without power to make any decision which requires the commission of any act prohibited by law, or which is violative of the terms of the contract between both parties. The decision of the arbitrator shall be submitted to both sides simultaneously, and shall be binding on both sides.

- b. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township and the Public Employee. Any other expenses incurred shall be paid by the party incurring same.
- c. All actions taken on grievances must be reduced to writing and a copy supplied to the Public Employee.
- d. A grievance or dispute shall be deemed settled and resolved if, during any step in the grievance procedure, the Public Employee entertaining the grievance gives written notice that the matter has been settled to his satisfaction. Said written notice may be by notation upon the original notice of the grievance or by separate notation. In either event, same must be signed by the party bringing the grievance or dispute.

ARTICLE V

SALARIES

Salaries for Captains and Lieutenants are set forth as follows:

1-1-95	Captains	\$68,369.00
	Lieutenants	\$65,189.00
1-1-96	Captains	\$71,446.00
	Lieutenants	\$68,123.00
1-1-97	Captains	\$74,661.00
	Lieutenants	\$71,188.00

ARTICLE VI
OVERTIME AND SPECIAL DUTY

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

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

The following rules will apply for the years 1995, 1996, and 1997:

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

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

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

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

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

ARTICLE VII

HOLIDAYS

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

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

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

ARTICLE VIII
PRIVATE VEHICLES

Superior Officers will not use their own vehicles for official purposes, nor will mileage be paid therefor, except as directed by the Chief of Police, in which case payment will be at the rate of twenty cents (20 cents) per mile.

ARTICLE IX
SICK LEAVE

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

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

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

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

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

D. In addition to the sick leave granted pursuant to Paragraphs A and C, for any single major illness or hospitalization which extends more than twenty-four (24) days, paid sick leave will be granted from the twenty-fifth (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. The expense to be paid by the Township.

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

ARTICLE X
VACATIONS

Full time employees shall receive the following vacation time:

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

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

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

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

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

ARTICLE XI
LONGEVITY

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

after the completion of 15 years\$2,480

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

Superiors shall have the one-time option during their employment with the township of having their longevity compensation included in their base salary for the period of one calendar year. The Superior must make their request in writing.

For example, if the one time option were selected for 1996 for a Lieutenant the base salary would be \$68,123 (as per Article V - Salaries) and the longevity would be \$2,480, for a total base salary of \$70,603. This total base salary would remain in effect for all of 1996. In 1997 the base salary would revert back to \$71,188 (as per Article V - Salaries) with a separate amount of \$2,480 for longevity.

ARTICLE XII
ADDITIONAL BENEFITS

- A. The Township will provide full coverage to those employees enrolled in the DPP (Designated Provider Program) effective July 1, 1995. Employees can opt to be enrolled in the Traditional Plan (which includes the PPO - Preferred Provider Option), but must pay the difference between the DPP and Traditional plans. The only time an employee may switch insurance is during the yearly open enrollment time period designated by the Township. The Township will notify the employees of the open enrollment period. However, the Township may, at its option, change the carrier providing health benefits to the bargaining unit if (1) the Township meets and confers with the S.O.A. to discuss the proposed changes at least ninety (90) days prior to execution of a new insurance contract and (2) the coverage afforded by any such new health insurance carrier provides substantially similar benefits and a procedure for claims processing that is no more onerous than the carrier which is proposed to be replaced.
- B. The Township shall provide full insurance to cover any claim of false arrest, both inside and outside of the Township.
- C. While a superior is attending a required Police Training School, he shall receive an allowance of up to eight dollars (\$8.00) per day with proper dated receipts to defray the cost of meals.

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

E. Each superior shall receive an allowance of seven hundred dollars (\$700.00) for the year 1995, seven hundred and thirty-five dollars (\$735.00) for the year 1996, and seven hundred and seventy dollars (\$770.00) for the year 1997 for the purpose of acquisition and maintenance of uniforms and equipment.

ARTICLE XIII
END OF EMPLOYMENT

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

ARTICLE XIV

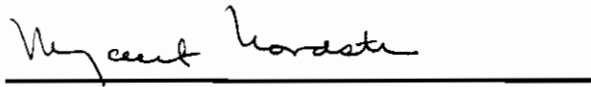
This contract (*agreement*) does not replace the Washington Township Police Department Rules and Regulations, except that the contract will supersede and survive any and all Rules and Regulations when there arises a conflict between this contract and said Rules and Regulations.

ATTEST:



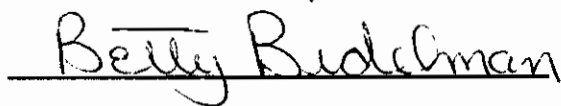
Dianne S. Gallets, Clerk

TOWNSHIP OF WASHINGTON

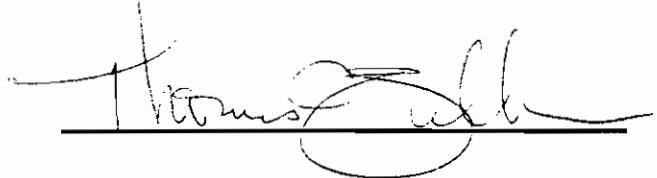


Margaret Nordstrom, Mayor

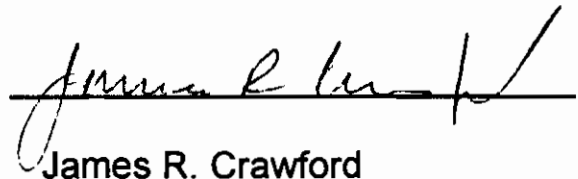
ATTEST:



WASHINGTON TOWNSHIP
SUPERIOR OFFICERS' ASSOC.



Thomas J. Zellman



James R. Crawford