

AGREEMENT

between

THE TOWNSHIP OF WASHINGTON

and

**THE POLICEMEN'S BENEVOLENT ASSOCIATION OF NEW JERSEY,
POLICE SERGEANTS ASSOCIATION
TOWNSHIP OF WASHINGTON
GLOUCESTER COUNTY
LOCAL NO. 318**

January 1, 2020 through December 31, 2023

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I RECOGNITION.....	1
ARTICLE II MAINTENANCE OF STANDARDS.....	2
ARTICLE III NON-DISCRIMINATION.....	3
ARTICLE IV RETIREMENT.....	4
ARTICLE V BEREAVEMENT LEAVE.....	6
ARTICLE VI LEAVE OF ABSENCE FOR MILITARY AND INJURY LEAVE... 7	
ARTICLE VII HOLIDAYS.....	9
ARTICLE VIII HOURS OF WORK AND OVERTIME.....	10
ARTICLE IX GRIEVANCE PROCEDURE.....	12
ARTICLE X ATTENDANCE AT SCHOOLS.....	14
ARTICLE XI REIMBURSEMENT FOR EXPENSES.....	15
ARTICLE XII CLOTHING.....	17
ARTICLE XIII EQUIPMENT.....	18
ARTICLE XIV COURT TIME.....	19
ARTICLE XV OVERTIME PAY.....	20
ARTICLE XVI RETENTION OF BENEFITS.....	21
ARTICLE XVII ANNUAL LEAVE DAYS.....	22
ARTICLE XVIII SALARIES.....	24
ARTICLE XVIIIa INTENTIONALLY LEFT BLANK.....	26
ARTICLE XIX HEALTH AND INSURANCE BENEFITS.....	27
ARTICLE XX INTENTIONALLY LEFT BLANK.....	29
ARTICLE XXI PROMOTIONAL PROCEDURE.....	30
ARTICLE XXII SERVICE RECORDS.....	31
ARTICLE XXIII UNION DUES.....	32
ARTICLE XXIV MATERNITY CLAUSE.....	33
ARTICLE XXV COURT DOCKET REVIEW TIME.....	34
ARTICLE XXVI SEVERABILITY.....	35
ARTICLE XXVII TERM OF CONTRACT.....	36

PREAMBLE

THIS AGREEMENT, made and entered into in Washington Township, New Jersey, this _____ of September, 2020, between the **TOWNSHIP OF WASHINGTON**, in the County of Gloucester, hereinafter referred to as "Township" or "Employer" and the **POLICEMEN'S BENEVOLENT ASSOCIATION OF NEW JERSEY, POLICE SERGEANTS ASSOCIATION, WASHINGTON TOWNSHIP, GLOUCESTER COUNTY, LOCAL #318, INC.**, hereinafter referred to as the "Association" or "PBA," represents the complete and final understanding of all issues with which the Township and the PBA have agreed upon.

WITNESSETH:

WHEREAS, it is in the interest and the purpose of the parties hereto to promote and improve the labor relations of the Washington Township Police Department; and

WHEREAS, the well being of the employees and the efficient administration of the Washington Township Police Department are benefitted by providing employees the right to negotiate with respect to the conditions of their employment; and

WHEREAS, effective labor-management relations within the Police Department depend upon a clear statement of the contractual rights of employees;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the PBA as the sole and exclusive representative of all members of the Washington Township Police Department, excluding the Chief of Police, Captains, and Lieutenants for the purpose of collective negotiations with respect to the terms and conditions of employment.

B. During negotiations for the renewal of this contract or for the execution of a new contract, authorized representatives of the PBA shall be excused from normal duties without loss of pay for such a period of negotiations provided that there shall be no more than two (2) representatives so excused at any one time.

ARTICLE II

MAINTENANCE OF STANDARDS

A. The rights of both the Township and the employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

B. Employees shall retain all civil rights under the New Jersey State and Federal Law.

ARTICLE III
NON-DISCRIMINATION

A. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, disability or political affiliation.

B. The Township and the Association agree that all police officers covered under this Agreement have the right, without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership or activity and affiliation in or on behalf of any political party.

ARTICLE IV
RETIREMENT

A. Employees shall retain all pension rights as police officers under New Jersey Statute and Township Ordinance.

B. Sergeants will be credited with annual leave time on January 1st of each year. However, in order for a sergeant to be paid for the entirety of leave time awarded during his/her year of retirement, the sergeant must work for the first ninety (90) days of that particular year. Should the sergeant retire prior to the ninety (90) days of that particular year. Should the sergeant retire prior to the ninety (90) days, the leave time will be prorated accordingly.

C. Employees retiring on either age and service or disability pension shall be paid a lump sum payment for each full day of earned and unused accumulated leave which is credited to him/her on the effective date of his/her retirement. The amount to be paid hereunder shall, be computed at the rate of 100 percent (100%) of the daily rate of pay for each day earned and unused accumulated leave, not to exceed 100 days, based upon the average annual compensation received during the last twelve (12) months of his/her employment prior to the effective date of his/her retirement divided by 1872 hours. All employees must request compensation for earned and accumulated leave days (accumulated as of the beginning of the 21st year), to be paid beginning in the 21st year of his/her employment, and continuing in years 22, 23, 24 and 25. The yearly payments shall be for one-fifth (1/5) of the employee's unused and accumulated leave fixed until retirement as of the date of the initial request. Accumulated and unused leave time may also be used as "terminal leave," or any combination thereof.

Sergeants are required to notify the Mayor or Township Business Administrator and the Chief of Police at least six (6) months prior to retirement or pending retirement. The notice shall be written and is to include the anticipated date of retirement.

The Township reserves the right to postpone final payment until the first pay period of the subsequent budget year in the event sufficient notice is not given to ensure the availability of funds in the current year's budget.

D. The Township agrees to maintain coverage of medical plans for retiring employees (and their family) in good standing either on pension or medical disability. The Township agrees

to maintain full coverage of medical plans for an employee and their spouse and family when the employee retires in good standing either on pension or medical disability to include the cost of Medicare Part B. (See Article XX, Subparagraph M).

E. Upon an employee's death, all benefits earned herein shall be paid to his beneficiary(ies) as designated in his/her pension insurance policy.

F. Officers hired after June 29, 2006, shall be required to work 15 years for the Township of Washington in order to receive full retention of medical and any other retirement benefits within the current collective bargaining agreement.

ARTICLE V
BEREAVEMENT LEAVE

A. In case of death of a member of an employee's immediate family or member of their household, time off necessary to arrange for the funeral and attend the service shall be granted according to the below listed schedule. The days off shall be consecutive work days paid at the employee's established annual salary.

<u>Family Member</u>	<u>No. of Days</u>
Aunt/Uncle	1 working day
Grandmother/Grandfather	2 working days
Mother-in-Law/Father-in-Law	5 working days
Brother-in-Law/Sister-in-Law	
Mother/Father/Sister/Brother	7 working days
Spouse/Son/Daughter/Grandchild	15 working days

B. For the purpose of this Article, step family shall be considered the same as immediate family.

C. In the event of the death of any other relative and/or additional bereavement days are needed, accumulated leave may be utilized with approval of the Chief of Police or his/her designee.

ARTICLE VI

LEAVE OF ABSENCE FOR MILITARY AND INJURY LEAVE

Military Leave.

Where any Employee is a member of the National Guard unit or any reserve unit, or the Armed Forces of the United States, and is required to engage in field training or to attend weekly drill meetings, he/she shall be granted a military leave of absence with full pay for the period of such training or meeting. Such paid leave of absence shall not affect his/her leave. During the period of training, the Employer shall pay the Employee his/her pay in accordance with and to the extent required by law. Should it be necessary, it shall be the obligation of the Employee to supply proper certification of the amount actually received.

Injury Leave.

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any leave benefits otherwise provided for herein, he/she may be entitled to full pay for a period of up to one (1) year according to law.

2. If an employee returns to work from injury leave for less than one (1) year, they may return to injury leave for the same injury when not injured by an independent and/or intervening event of an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns to work from injury leave, he/she shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or new injury.

B. 1. When an employee requests injury leave, they shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Township's Worker's Compensation carrier, with the final and ultimate determination to be made by the Worker's Compensation Court. When and if it is finally determined that the injury or illness is not work related by the Worker's Compensation Court and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated leave

time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced leave time to cover the absence. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.

2. Pursuant to Federal and State laws and/or rules governing the payment of disability benefits, when an employee is granted either "conditional injury leave" or "injury leave," the Township's sole obligation shall be to pay the employee the difference between their regular pay and any compensation, disability, or other payments to the Township and receive their entire salary payment, or the Township shall pay the difference.

C. 1. Any employee who is injured, whether slight or severe while working, must make an immediate report as soon as possible to the Chief of Police or immediate supervisor.

2. Any employee, while engaged in their official duties who becomes injured, comes in contact with any substance, animal or insect known to be harmful, contagious or contaminating or comes into physical contact with any person who is known to carry a contagious or infectious disease or where the employee comes into contact with bodily fluids of any person or animal, shall immediately report the incident to their immediate supervisor, as soon as possible upon the employee's knowledge of the event.

D. It is understood that the employee must file an injury report, when physically and mentally able, with the Chief of Police or Officer-in-Charge so that the Township may file the appropriate Workers' Compensation Claim.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that they are unable to work, and the Township may reasonably require the employee to present such certificate.

ARTICLE VII

HOLIDAYS

A. 1. The following shall be considered holidays for eligible employees:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day

Effective January 1, 2021, Washington's Birthday and Lincoln's Birthday shall be eliminated as holidays, and combined into one holiday, President's Day.

2. Sergeants assigned to work on any given holiday shall receive an extra one-half (½) day's pay for each holiday actually worked during the year. This shall be included with the employee's regular pay for that pay period. For Sergeants who are assigned a forty (40) hour work week followed by a thirty-two (32) hour work week: If the holiday falls in the forty (40) hour work week, the Sergeant will be given the day off. If the holiday falls in the thirty-two (32) hour work week, the Sergeant shall receive an additional day off during that week. This provision is applicable to non-patrol Sergeants.

B. If a holiday is declared by the President of the United States or Governor of the State of New Jersey, employees shall be entitled to such holidays in addition to all other holidays previously established and paid as provided herein.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

A. 1. The regularly scheduled work week for all sergeants working a rotating shift schedule shall be an eight (8) consecutive hour shift, five (5) consecutive days per week. Any schedule change shall be made only with ten (10) days advance written notice except for a declared emergency situation in accordance with N.J.S.A. Title 40A. The week will be construed to begin on the first day of the five (5) day period. All sergeants working this shift schedule will be required to report for duty fifteen (15) minutes prior to the start of each shift for the purpose of attending a briefing session.

2. The work week shall be five (5) consecutive days of work with three (3) consecutive days off, five (5) consecutive days of work with three (3) consecutive days off and five (5) consecutive days of work with four (4) consecutive days off. The period of work which is followed with four (4) consecutive days off will actually be five (5) duty days followed by an assigned day. The assigned day may be the first day off or the last day off of the four (4) days off. There will be eight (8) assigned days per year during any of the following months: January, February, March, April, September, October, November and December. There will be no additional compensation for the hours worked during the assigned day. If the State or the Chief of Police or his/her designee mandates another training day that sergeants must comply with in order to maintain his or her status as a police officer, and said training occurs when the sergeant is on a regularly scheduled day off (RDO), it will be compensated at a rate of time and a half compensatory time (portal to portal).

One training day may be one hour or as many as eight (8) hours as needed. If the State reimburses the Township for the mandated training, the officer will be compensated at his overtime rate of pay for the training session. If the State pays, compensatory time will not apply.

B. 1. For the purpose of computing overtime, all hours worked in excess of eight (8) hours in one day shall be compensated at a rate of one and one-half (1 ½) times the sergeant's base hourly rate of pay. The hourly rate for the Association/PBA for the purpose of computing overtime shall be based on 1,872 hours per year, divided into the Employee's base yearly salary. Overtime shall not be claimed until at least fifteen (15) minutes have passed beyond the eight (8)

hours of work. Minimum overtime to be claimed will be one-half (½) hour.

C. Sergeants called in for duty on a non-scheduled day/shift shall receive a minimum of four (4) hours overtime at a rate of one and one-half (1 ½) times the Sergeant's base hourly rate of pay notwithstanding the length of actual duty for that day/shift. Any Sergeant assigned to work overtime during the aforementioned holidays shall be compensated in accordance with the longstanding tradition.

D. The Sergeant's shift will not be changed prior to a ten (10) day written, posted notification except for emergencies in accordance with N.J.S.A. Title 40A. A complete shift change will be once per year and written and posted at least twenty (20) days prior to effectuation except for emergencies. In accordance with N.J.S.A. Title 40A, it is expressly understood that the determination of emergencies shall be the sole discretion of the Chief of Police.

E. Shift Differential

1. A Sergeant assigned to work the "first shift" or as it is commonly referred to "the midnight shift," or simply between the hours of 11:00 p.m. and 7:00 a.m., shall receive shift differential in the amount of 7% above the daily compensation, reduced to 6% effective January 1, 2022. Only Sergeants actually working during these hours are entitled to this compensation. The shift differential shall be included in the pay period immediately following the hours worked.

2. Normally, non-patrol division Sergeants will not be entitled to this benefit. However, should a non-patrol division Sergeant be assigned to work as a patrol sergeant during these hours, the shift differential is to be paid. If the Sergeant is called in and is being paid overtime for this duty, the shift differential shall not apply.

ARTICLE IX
GRIEVANCE PROCEDURE

A. The purpose of this Article is to settle all grievances between the Township and the members of the Association/PBA as quickly as possible so as to ensure efficiency and promote employee morale. A grievance is defined as an argument or dispute between the Township and the Association/PBA involving the application, interpretation of alleged violation of this Agreement. Any grievance must be presented within ten (10) working days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

STEP 1

The Association/PBA representative, the aggrieved party(ies) and the Chief of Police or his designee shall, within five (5) working days of said filing, meet and attempt to settle the matter. If a settlement is not reached, the Association/PBA shall furnish a written statement of the grievance to the Chief on a form provided by the Township. The Chief or his designee and the Association/PBA representative shall each file a written report of their findings of facts, conclusions, and recommendations in addition to said written statement, with the Chief of Police within five (5) working days of their meeting.

STEP 2

Upon compliance with the requirements of Step 2 above (or Step 1 as applicable), the Business Administrator shall conduct a hearing at which shall be the interested parties, the Director of Law Enforcement, the Chief of Police, and the Association/PBA representative. The Administrator shall make all reasonable attempts to reach a settlement satisfactory to all parties. If an amicable settlement is not achieved, the Administrator shall, within ten (10) working days, render a written decision resolving said dispute and serve same upon respective parties.

If the aggrieved party(ies) or the Association/PBA disagree with or object to the decision of the Administrator, he (they) shall, within five (5) working days of the receipt of the Administrator's written decision, request a hearing with the Mayor. This hearing shall occur within fifteen (15) days of receipt of said request. Interested parties shall be furnished with advanced written notice of the scheduled hearing date.

STEP 3

Upon compliance with the requirements of Step 3 above, the Mayor shall schedule a hearing, present at which shall be all of those required in Step 3, the Administrator, and the Mayor. The Mayor may designate another person as Hearing Officer, but must be present and remain the final deciding authority. The Mayor shall make all reasonable attempts to reach a settlement satisfactory to all parties. If amicable settlement is not achieved, the Mayor shall, within ten (10) working days, render a written decision resolving said dispute and serve same upon respective parties.

ARBITRATION

If the aggrieved party(ies) or the Association/PBA disagree with or object to the decision of the Mayor, he/she (they) may, within twenty (20) working days of receipt of the Mayor's written decision, file for binding arbitration. Said request for arbitration may also be filed by the Township. The filing party shall serve written notice of same with the other parties. Only grievances related to the interpretation and application of the specific provision of this Agreement shall be arbitrable. No other issues may be submitted to the arbitrator. The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the American Arbitration Association, the State Board of Mediation or the Public Employment Relations Commission, and shall be bound by their rules and regulations. The cost of the arbitration shall be shared equally by the Township and the Association/PBA. The decision of the arbitrator shall be final and binding upon both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to application of the facts presented to him/her. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States and decisions of the Courts of the State of New Jersey and the United States, where applicable.

The arbitration shall not add to, modify, detract from or alter in any way, the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and reason for his decision.

NOTE: If an amicable settlement of the dispute is reached upon mutual agreement of the parties in any of the above Steps, said agreement shall be reduced to writing and signed by the respective parties.

ARTICLE X

ATTENDANCE AT SCHOOLS

A. For the purpose of attending college in respect to police related subjects or degrees, the officer shall be granted a maximum of six (6) hours per shift cycle while on duty without loss of time or pay. This agreement is only if the officer is on a swing-shift schedule. If the officer is on a steady shift schedule, this privilege shall not be granted. During the time the officer is attending classes, the police vehicle can be used as his mode of travel, with only one (1) vehicle being used for this purpose per shift. Limited area is Rowan University, Gloucester County College and Camden County College for use of patrol vehicle.

B. Eligible courses for tuition reimbursement, or in certain cases tuition prepayment, shall be limited to police related subjects or other subjects required to obtain an undergraduate degree or Master's degree in the law enforcement field. The Township will reimburse a maximum of six (6) credits per semester at the prevailing State or county college rate, and required course materials, provided the employee achieves a grade of "C" or better. Failure to achieve a "C" grade or better will not entitle the employee to reimbursement or payment for that course or class. Such schooling may be through formal academic institutions, professional associations, seminars, *etc.* Student fees and registrations are payable only if courses are mandatory.

ARTICLE XI

REIMBURSEMENT FOR EXPENSES

A. Meals shall be paid for by the Township when approved by the Chief in connection with an assignment. Reimbursement for meals shall include an additional fifteen (15) percent of the amount presented for tip reimbursement.

B. Mileage on a personal vehicle shall be reimbursed at the rate of fifteen cents (\$.15) per mile if the Department determines that such transportation of a personal vehicle is necessary and does not provide transportation or a Township vehicle. Such mileage shall be computed from the Township police Headquarters and returning to same as approved by the Chief of Police.

C. 1. If an employee is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the governing body of the municipality will provide said member or officer with the necessary means for the defense of such action or proceeding.

2. If this action is criminal or quasi criminal in nature (i.e., municipal court), the Township will reimburse the employee a reasonable amount for the services of the attorney selected by the employee to represent him or her provided that the Township payment for such legal fees shall be limited to the median attorney rates appropriate to Gloucester County. Said payment is conditional upon the employee being found not guilty.

3. In all civil actions, the Township or the Township's insurance carrier shall choose the attorney to represent the police officer. Should the insurance carrier notify the police officer that their defense is subject to a reservation of rights or in other cases where potential liability to the officer exists, the Township will permit the police officer to retain a personal attorney to monitor the case on behalf of the police officer(s). Said monitoring functions shall be coordinated with the Township solicitor and the Township will reimburse the employee for the services of the monitoring attorney selected by the employee to represent him or her provided that the Township payment for such legal fees be limited to the median attorney rates appropriate to Gloucester County. Fees will be discussed prior to any action taken.

4. The obligation to provide a defense shall not apply in a disciplinary proceeding instituted against the employee by the municipality or in a criminal proceeding instituted

as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on the complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he or she will be reimbursed for the expense of his or her defense.

5. If an officer should change his/her personal or monitoring attorney during the period of action without sufficient cause, the officer shall become liable for any excessive attorney fees which may result from such action.

D. The Township shall indemnify where legal to do so and hold the officer harmless from all liability for all acts committed on duty when such acts are not willful, malicious, or the result of drunkenness voluntarily induced by the employee.

E. Reimbursement for all these actions as provided in this Article will be made at the first pay period in the following calendar month provided all the expenses provided in this Article are presented no later than five (5) days prior the month preceding payment.

ARTICLE XII

CLOTHING

A. The Township shall purchase and issue fifty (50) rounds of duty ammunition every year for each employee.

B. The Township shall purchase and issue ammunition necessary for State, County, and/or Township firearms qualifications.

C. The Township agrees not to change the basic uniform or any portion thereof currently utilized by employees without providing the necessary sums for the purchase of such new items.

D. The Township shall provide clothing to any employee promoted to the rank of Sergeant, consistent with the requirements of that rank. Effective January 1, 2020, all members are entitled to an annual allowance to be used in connection with a vendor selected by the Employer and capped at \$400. The allowance shall be used at the member's discretion to replace any equipment and clothing subject to ordinary wear-and-tear by obtaining the clothing or equipment at the appropriate designated Township vendor (currently Lawmen Supply). The \$400 allowance shall renew annually and shall not accrue from year-to-year.

E. Members that are Detectives may split the annual allowance and they have the discretion to use half on professional plain clothes required for the Detective position and the other half for equipment and clothing at the appropriate designated Township vendor (currently Lawmen Supply). Officers who are newly assigned to the Detective Bureau after the signing of this CNA will receive a one-time \$400 equipment/clothing allowance (Detective assigned at the time of the signing of this CNA are not entitled to this allowance), and thereafter all Officers assigned to the Detective Bureau will be entitled to the annual replacement allowance pursuant to the terms of this Section.

F. In the event a member's uniform or equipment is destroyed and requires replacement as a result of an incident occurring in the line-of-duty, the Township, upon approval of the Chief or the Chief's designee, shall replace the equipment and the replacement shall not be included in the \$400 per year allowance.

The above changes shall be retroactive to January 1, 2020.

ARTICLE XIII

EQUIPMENT

A. No employee shall be required to perform without being furnished the proper equipment. The Township agrees to conform to all manufacturing specifications dealing with warranty and maintenance requirements with regard to equipment except in emergency situations. The Township also agrees that it will immediately attempt to effect the repairs to police vehicles so as to prevent injury or loss of life due to faulty equipment.

ARTICLE XIV

COURT TIME

A. Officers attending court on their off-duty time which arises out of a police function shall be compensated on an hour-for-hour basis, portal-to-portal, for time actually spent. There shall be a minimum compensation of one (1) hour.

B. Officers shall be compensated at the rate of \$15.00 per day for each stand by subpoena effective when off-duty.

ARTICLE XV
OVERTIME PAY

A. Rate of Pay

Overtime shall be paid to all employees as calculated under Article VIII, Subparagraph B.

B. Payment

It shall be the obligation of the Sergeant to fill any/all overtime in accordance with written directives and in accordance with this Agreement.

C. Plain Clothes Sergeants Rate

The overtime rate of pay for the PLAIN CLOTHES members of the department shall be computed as described in Article VIII, Subparagraph B. Hourly rate shall be based on 1,872 hours per year.

ARTICLE XVI

RETENTION OF BENEFITS

A. The Township agrees that all lawful benefits and terms and conditions of employment existing at the commencement of this Agreement shall be continued in effect in accordance with New Jersey law.

ARTICLE XVII

ANNUAL LEAVE DAYS

A. Earned Leave Days

All Sergeants of the Police Department shall be entitled to Leave upon the length of time employed as hereinafter provided. Sergeants will be credited with annual leave time/days on January 1st of each year.

B. 1. Number of Days

Completed one year of service (five days usable after six months)	28 days
Completed five years of service	33 days
Completed ten years of service	38 days
Completed sixteen years of service	39 days
Completed seventeen years of service	40 days
Completed eighteen years of service	41 days
Completed nineteen years of service	42 days
Completed twenty years of service	43 days
Completed twenty one years of service	44 days
Completed twenty two years of service	45 days
Completed twenty three years of service	46 days
Completed twenty four years of service	47 days
Completed twenty five years of service	48 days

B. 2. Effective January 1, 2021, one day per service year shall be added, with Leave as follows:

Completed one year of service (five days usable after six months)	29 days
Completed five years of service	34 days
Completed ten years of service	39 days
Completed sixteen years of service	40 days
Completed seventeen years of service	41 days
Completed eighteen years of service	42 days

Completed nineteen years of service	43 days
Completed twenty years of service	44 days
Completed twenty one years of service	45 days
Completed twenty two years of service	46 days
Completed twenty three years of service	47 days
Completed twenty four years of service	48 days
Completed twenty five years of service	49 days

C. Pay During Leave Days

All Leave days shall be granted at annual salary rates.

D. Scheduling Leave Days

1. Employees electing to utilize individual leave days shall do so in the following manner:

- a. All Leave days may be utilized as individual days off if the employee so elects.
- b. Sergeants will be permitted to use leave time by the hour.

2. Employees on regular days off shall be recalled to duty before those on Leave days or other special Leave days off except in extreme emergency in accordance with N.J.S.A. Title 40A.

3. There will be no deadline by which Leave days must be submitted. However, it is the obligation of the employee to schedule and utilize Leave days in accordance with this Article.

4. The maximum number of employees in a unit who shall be permitted to utilize leave at the same time is two (2) per shift. Leave shall be defined as Leave days and Compensatory days.

ARTICLE XVIII

SALARIES

- A. Paydays will continue as they are currently constituted under the present system.
- B. Base salary for the purpose of this Agreement shall be the salary that an employee is duly authorized to receive at the beginning of each calendar year or a new anniversary.
- C. Effective January 1, 2012, the rank of Sergeant First Class was recognized. Any member(s) not currently at the rank of Sergeant First Class as of the date of the signing of this Agreement, shall be elevated to the rank of Sergeant First Class upon completion of his/her third (3rd) year in grade with the appropriate salary encompassed in Section D. Each Sergeant First Class shall receive an increase in salary commencing in that year consistent with Section D.
- D. The salaries for the calendar years encompassed within this Agreement for members promoted to Sergeant prior to January 1, 2018, shall be as follows:

Year	Sergeant	Sergeant First Class
2020	\$128,239.69	\$130,045.06
2021	\$130,804.48	\$132,645.96
2022	\$133,420.57	\$135,298.86
2023	\$135,421.88	\$137,666.61

The foregoing salary guide represents a 2.0% increase effective January 1, 2020, 2021, and 2022, and a 1.75% increase effective January 1, 2023.

- E. All Sergeants employed as of January, 2020, will receive full retroactive pay to January, 2020, or to the date of promotion if promoted within 2020.

- F. The salaries for Sergeants promoted after January 1, 2018 will be as follows:

Year	Sergeant	Sergeant First Class
2020	\$117,494.57	\$119,098.10
2021	\$119,844.46	\$121,480.06
2022	\$122,840.57	\$124,517.06
2023	\$125,297.38	\$127,007.40

The foregoing salary guide represents a \$2,000 equity adjustment effective January 1, 2020, and a 2.0% increase effective January 1, 2020; a 2% increase effective January 1, 2021; a 2.5% increase effective January 1, 2022, and a 2% January 1, 2023, with the percentage increase calculated after any applicable equity adjustment for the duration of the contract.

G. The members shall be elevated to the rank of Sergeant First Class upon the completion of their third (3rd) year in grade with the appropriate salary. Each Sergeant First Class shall receive an increase in salary commencing in that year based upon the Sergeant First Class rate increased by the negotiated percentage, with that rate determined upon whether the Officer was promoted before or after January 1, 2018.

Effective January 1, 2020 and for the term of this Agreement, base salaries for the bargaining unit members shall be as indicated in Exhibit "A" annexed hereto.

ARTICLE XVIIIa

THIS ARTICLE IS INTENTIONALLY LEFT BLANK

ARTICLE XIX

HEALTH AND INSURANCE BENEFITS

A. The Township shall continue to maintain and provide all insurance now in effect and agree to defend and satisfy any judgment which may be rendered against any employee for any action arising out of employment with the Township.

B. The employees and the Township acknowledges that the Township shall provide health insurance in accordance with the New Jersey State Health Program which is currently in effect (as of the date of the signing of this Agreement), and the same shall be maintained throughout the contract period without any changes in the level or platform of coverage that now currently exists. The medical benefit package, containing the current levels of coverage, is attached hereto in Appendix A.

C. The Township shall provide a dental insurance plan for each member. The dental plan shall be the Delta Dental Plan III or better.

D. The Township agrees to provide the employee and his/her family with a co-pay prescription plan with the same benefit level as the 2006-2009 plan with a co-payment of \$10.00 for generic drugs and/or medications and \$15.00 for all other drugs and/or medications.

The medical benefit package shall include the current levels of coverage (platform), but changes to the co-payments shall take place in Appendix A and Appendix B as memorialized in the memorandum of agreement between the PBA and the Township bargaining committee signed on June 30, 2006 that are attached to this contract as Appendix A and Appendix B.

E. The Township agrees to provide health insurance for all employees and their families disabled in the line of duty in accordance with this Article.

F. The Township shall provide Accidental Death and Dismemberment insurance for each employee in the amount of one and one-half (1 ½) times his annual salary with proof of coverage provided upon reasonable request.

G. The Township agrees to cover the beneficiary or family of an employee killed in the performance of his duty by continuing to issue the employee's full salary paychecks for a period of six (6) months thereafter.

H. The Township shall maintain the current Disability Benefits Policy contracted by Canada Life (or its equivalent). The Policy shall cover employees for any serious injury or illness, duty or non-duty related, up to age 65. Coverage shall provide for a minimum of 60% of the employee's adjusted annual income (including base salary, longevity and college) with a ninety (90) day waiting period.

I. Any employee diagnosed as having contracted a serious disease within two (2) years after retirement or separation from the Police Department and that said disease can be attributed to action taken in the line of duty as substantiated by an official incident report said employee shall be eligible for appropriate health benefits.

J. Each employee will be required to have a medical examination every two (2) years. Said physical will be paid and ordered by the Township and conducted by a physician of the employee's choice. A fee for such an examination will be established by the Township based upon the Southern New Jersey District's "usual and customary medical fees."

K. The Township shall not lessen or curtail any benefit enjoyed by the bargaining unit within this Article.

L. The Township acknowledges that the State Health Care Program requires retired employees, when eligible, to apply for and obtain health care coverage under Medicare Part B. The Township agrees to maintain full coverage for the employee, spouse, and family when the employee retires in good standing, either on pension, or as a result of medical disability, which will include the Township's requirement to pay the then existing costs of Medicare Part B.

ARTICLE XX

THIS ARTICLE IS INTENTIONALLY LEFT BLANK

ARTICLE XXI

PROMOTIONAL PROCEDURE

A. Promotional Procedures

Procedures for promotion to higher ranks shall be defined in Rules and Regulations in accordance with this Agreement.

B. Time in Grade

Employees serving three (3) years in grade shall receive recognition in the form of First Class designation in their rank with appropriate insignia as designated by the Chief of Police.

ARTICLE XXII

SERVICE RECORDS

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 by the Township.

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/her designated representative.

C. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file.

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 employee shall subject that employee to appropriate disciplinary action, unless removed in accordance with established procedures and/or consent of the Chief of Police or his/her designee.

ARTICLE XXIII

UNION DUES

A. The Township agrees to make payroll deductions of PBA dues when authorized to do so in writing by Employees in the amount as determined by the PBA. For each employee who signs such an authorization card, the check-off shall commence in the pay period following the filing of the authorization card with the Township. The Township shall remit to the PBA once a month, the monies collected for this purpose.

B. Employees who have authorized the payroll deduction of fees to the PBA may revoke such authorization by providing written notice to the Township, as prescribed by N.J.S.A. 52:14-15.9e, during the ten days following each anniversary date of their new employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the Township shall provide notice to the PBA of an employee's revocation of such authorization. The effective date of a termination in deductions shall be July 1 next succeeding the date in which notice of withdrawal is filed by an employee with the PBA.

C. Save Harmless. The PBA shall indemnify, defend and hold the Township harmless against all claims, demands, suits, or other forms of liability that shall arise out of fee deductions by the Township for the PBA which the Township has remitted to the PBA and reliance by the Township on any representations made by the PBA with respect to this Article. The Township will give the PBA notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

ARTICLE XXIV

MATERNITY CLAUSE

Should a Sergeant become pregnant, she is to notify a superior officer of the pregnancy as soon as practicable. The pregnant Sergeant shall then be transferred to a modified duty assignment with no public contact outside the police headquarters for the remainder of the pregnancy. Upon the birth of the child, the Sergeant has the option to use her approved leave time and/or other time and/or family leave or any other leave available that the Township provides through either policy or contract.

The purpose of this clause is to take the pregnant Sergeant out of harms way and to preserve the officer's rights and benefits.

ARTICLE XXV

COURT DOCKET REVIEW TIME

A. All employees shall receive thirty-six (36) hours of compensatory time annually for court docket review. Said time shall be credited January 1st of each year.

ARTICLE XXVI

SEVERABILITY

Should any provision be found to be contrary to the law, severing of such provision shall only occur after action by a tribunal of highest appeal. The severed provision shall then be subject to immediate re-negotiation within the framework of the law.

ARTICLE XXVII

TERM OF THE CONTRACT

A. This contract shall cover the period *nunc pro tunc* from January 1, 2020 to Midnight, December 31, 2023.

B. Negotiations for the renewal of this contract or for the execution of a new contract, shall begin no later than August 1, 2023.

C. The contract shall not be changed or altered in any way during the contract term without the written consent of both parties.

D. The contract shall continue to bind the parties during any period beyond Midnight, December 31, 2023, or until such time as a new contract is signed between the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first aforesaid.

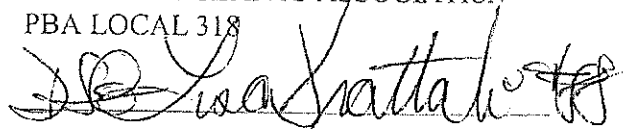
FOR THE TOWNSHIP


Joann Gattinelli, MAYOR

ATTEST:


Christine Ciallella, Township Clerk

FOR THE TOWNSHIP OF WASHINGTON
POLICE SERGEANTS ASSOCIATION
PBA LOCAL 318



Sgt. C. [Name] #131

SGT. [Name] #135

ATTEST:

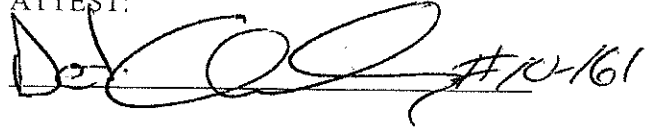
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EXHIBIT A								
Name	Hire Date	Existing Rank	Promo Date	Current Pension (Salary 2019)	2020	2021	2022	2023
Fattali, Lisa M.	7/1/1996	SFC	9/2/2016	\$127,495.16	\$130,045.06	\$132,645.96	\$135,298.88	\$137,666.61
Hilbert, Jr., George J.	2/2/1998	SFC	4/22/2015	\$127,495.16	\$130,045.06	\$132,645.96	\$135,298.88	\$137,666.61
Gizelbach, Michael J.	7/17/2000	SFC	4/22/2015	\$127,495.16	\$130,045.06	\$132,645.96	\$135,298.88	\$137,666.61
Myers, Kirk N.	7/17/2000	SFC	4/23/2015	\$127,495.16	\$130,045.06	\$132,645.96	\$135,298.88	\$137,666.61
Dipietro, Leo D.	9/26/2005	SFC	5/5/2016	\$127,495.16	\$130,045.06	\$132,645.96	\$135,298.88	\$137,666.61
Caveng, Eric R.	8/27/2003	SGT	7/27/2017	\$125,725.19	\$130,045.06**	\$132,645.96	\$135,298.88	\$137,666.61
Keller, Brent R.	12/13/2004	SGT	7/27/2017	\$125,725.19	\$130,045.06**	\$132,645.96	\$135,298.88	\$137,666.61
Morici, Giuseppe	7/12/2004	SGT	7/27/2017	\$125,725.19	\$130,045.06**	\$132,645.96	\$135,298.88	\$137,666.61
Baldyga, Leonard J.	1/14/2004	SGT	5/9/2018	\$113,190.75	\$117,494.57	\$121,480.06**	\$124,517.06	\$127,007.40
Ferris, Michael J.	1/27/2010	SGT	2/28/2018	\$113,190.75	\$117,494.57	\$121,480.06**	\$124,517.06	\$127,007.40
Convey, Kevin M.	8/27/2013	SGT	4/3/2019	\$113,190.75	\$117,494.57	\$119,844.46	\$124,517.06**	\$127,007.40
Hitzelberger, Josh J.	8/24/2006	SGT	4/3/2019	\$113,190.75	\$117,494.57	\$119,844.46	\$124,517.06**	\$127,007.40
McNeany, Brian	1/27/2010	SGT	4/3/2019	\$113,190.75	\$117,494.57	\$119,844.46	\$124,517.06**	\$127,007.40

UPON COMPLETION OF HIS/HER THIRD (3rd) YEAR IN RANK, EACH SGT WILL RECEIVE A WAGE INCREASE AND BE ELEVATED TO THE RANK OF SERGEANT FIRST CLASS AND PAID IN ACCORDANCE WITH THE TERMS OF THE CONTRACT.

Promotion Dates are listed above and SFC rank would be given 3 years from that date. Officers and Baldyga and Ferris will be promoted to SFC in 2021 and Officers Convey, Hitzelberger & McNeany in 2022.
 Example – Caveng, Keller & Morici all reach SFC 7/27/20. Effective Jan. 1, 2020 they will receive a 2% increase of their 2019 salary of 125,725.19, which would be 128,239.69; upon receiving SFC rank on 7/27/20, their wages will be increased to the SFC rate for those Officers promoted prior to January 1, 2018, making their salary 130,045.06 for the rest of the year. For 2021 and 2022, they will receive the 2.00% increase effective January 1 of that year and will receive a 1.75% increase effective January 1, 2023.

*Per Article XVII (Salaries), Section D: Newly promoted Sgts. Morici, Keller and Caveng will be grandfathered under the Sgt. Salary Scale encompassed in Section D. **THREE YEAR Promo Date to Sgt. First Class falls within this year and is included in total (Caveng, Keller & Morici in 2020, Baldyga & Ferris in 2021, Convey, Hitzelberger & McNeany in 2022).

For Sergeants promoted prior to January 1, 2018, the above salary guide represents 2% increase effective January 1, 2020, 2021 and 2022, and a 1.75% increase effective January 1, 2023. For Sergeants promoted after January 1, 2018, the above salary guide represents a \$2,000 equity adjustment effective January 1, 2020, and a 2% increase effective January 1, 2020; a 2% increase effective January 1, 2021; a 2.5% increase effective January 1, 2022, and a 2% increase effective January 1, 2023, with the percentage increase calculated after any applicable equity adjustment for the duration of the contract.