

COLLECTIVE NEGOTIATIONS AGREEMENT

between

THE TOWNSHIP OF WASHINGTON

and

THE POLICEMEN'S BENEVOLENT
ASSOCIATION OF NEW JERSEY,
Local #318

TOWNSHIP OF WASHINGTON

GLOUCESTER COUNTY

JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

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PREAMBLE

THIS AGREEMENT, made and entered into in Washington Township, New Jersey, 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, WASHINGTON TOWNSHIP, GLOUCESTER COUNTY, LOCAL #318, INC., hereinafter referred to as the "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 benefited 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 1

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, Lieutenants, and Sergeants 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 2

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 3

NON DISCRMINATION

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 4

RETIREMENT

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

B. Employees retiring on either regular or disability pension shall be paid for all accumulated holidays and vacations; said payments computed at the rate of pay based upon the base annual

compensation due and owing during the last year of his employment prior to the effective date of retirement.

C. Employees retiring on either age and service or disability pension shall be paid a lump sum payment at their normal base pay the total amount due for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement. The payment to be paid hereunder shall be computed at the rate of one hundred percent (100%) of the daily rate of pay for each day earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement.

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

E. Upon an employee's death, all benefits earned herein shall be paid to his beneficiary(ies) as designated in his 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 negotiations agreement.

ARTICLE 5
MILITARY LEAVE

A. 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 a field training or to attend weekly drill meetings, he shall be granted military leave of absence with full pay for the period of such training or meeting. Such paid leave of absence shall not affect his vacation. During the period of training, the Township shall pay the employee his 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.

ARTICLE 6

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----	5 Working days
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 sick leave may be utilized with supervisor approval.

ARTICLE 7

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness, accident or exposure to a contagious disease, or a member of the employee's family which requires their attendance upon the person who is ill.

B. The term "immediate family" is hereby defined to include the following: spouse, child, grandparent, parent, brother, sister, or spouse's parent, step family, or any relative living in the employee's household.

C. An employee who is absent for reasons that entitle him to sick leave shall notify his supervisor or dispatch promptly, but not later than two (2) hours before the employee's reporting time, if possible.

D. Sick leave shall accrue for regular full-time employees at the rate of one and one-quarter (1-1/4) working days per month in every calendar year of employment, and shall accumulate from year to year. Sick Leave shall accumulate up to one hundred (100) days.

Sick leave shall increase each year of the contract, useable from January 1st.

E. 1. A certificate of a reputable physician in attendance shall be required as proof of need of the employee's leave after three (3) consecutive days sick leave

2. Employees utilizing sick leave for three (3) or more consecutive days for attendance upon a member of the employee's immediate family may be required to provide verification from a physician, when reasonable and prudent.

F. An employee's supervisor may, at any time, require proof of illness (without specification to the exact nature of the illness) of an employee on sick leave, whenever such a requirement appears reasonable and prudent to the supervisor. If an employee's supervisor requires proof of illness pursuant to this Section, the employee shall be examined by the Township physician or any other physician designated by the Township at the Township's expense . If the employee chooses to be examined by any other physician, the examination shall be at the employee's expense.

G. In cases of leaves of absence ordered by the Township physician and/or County Board of Health due to exposure to a contagious disease, a certificate from the Township physician and/or County Board of Health Shall be required before the employee

may return to work, and time lost will not apply to sick leave or any loss of pay.

H. In the month of January it will be the responsibility of the Chief of Police to post a statement listing the amount of sick days unused during the year and the total accumulated days unused during an employee's total years of service for each employee.

I. The Township will comply with all requirements of the Family Leave Act

J. The Township agrees that all employees that are employed at the time that this Agreement is executed shall be entitled to exercise an option to sell back to the Township any unused sick time during the time period of five (5) years prior to the date on which the employee reaches his twenty-fifth (25th) anniversary of service. The employee must notify the Township of the intent to exercise this option to sell back the unused sick time no later than the date of November 1 of the preceding year in order to provide the Township with the requisite notice for fiscal planning reasons

K. Each employee shall be afforded the opportunity to exercise an option to utilize any unused sick time as "terminal sick leave" for the employee's last one hundred (100) working days prior to retirement. Terminal sick leave shall be defined as any unused leave/sick time which the employee elects not to sell back

to the Township and will be utilized as paid time off in anticipation of retirement

ARTICLE 8

HOLIDAYS

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

New Year's Day
Martin Luther King'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

2. Each employee shall receive 12 hours of pay for each holiday actually worked during the year. This shall be included with the employee's regular pay for that pay period. Should an employee be required to work overtime that is connected to their regular holiday tour or the officer is called into duty to work on the actual holiday, the employee (except those hired after June 1, 2017, who shall be compensated at two times the base

hourly rate), shall receive pay based upon the parties' long standing practice.

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.

C. Each employee shall be entitled to four (4) personal holidays for personal business such as, but not limited to, emergencies, religious holidays, and other items relating to personal affairs. At least four (4) hours' notice shall be given by the employee for personal days use, as in an emergency. Only one personal day can be taken off on the following holidays during the calendar year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day

ARTICLE 9

HOURS OF WORK AND OVERTIME

A. 1. The regularly scheduled work week for all personnel 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 officers 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, five (5) consecutive days of work with four (4) 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 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 mandates another training day (this applies to only one training day) that an officer must comply with in order to maintain his or her status as a police officer will be compensated at a rate of time and one-half (1-1/2) compensatory time (portal to

portal) up to eight hours in a day. One training day may be one (1) 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. The present training (as of September 29, 19 88) is not included in this proposal. If the State pays, compensatory time will not apply. If the Chief of Police mandates training which occurs outside a member's regular work schedule, the member will receive compensatory time at time and one-half (portal to portal).

3. The officer'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, it is expressly understood that the determination of emergencies shall be the sole election of the Chief of Police.

B. 1. For the purpose of computing overtime for all employees, all hours worked in excess of eight (8) hours in one day shall be compensated at the rate of one and one-half (1-1/2) times the officer's base hourly rate of pay. 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 (1/2) hour.

2. For the purposes of computing overtime the hourly rate for the entire Police Department shall be computed on 1,872 hours per year, divided into the employee's base yearly salary.

C. It shall be the obligation of the senior officer of the shift to notify the Lieutenant or other authorized person of all assigned and/or authorized overtime worked as soon as possible.

D. The overtime rate of pay for the plain clothes members of the Department shall be computed herein. The hourly rate shall be based on 1,872 hours per year

E. 1. In the event of an officer being recalled to duty, he shall be compensated for a minimum of four (4) hours at a rate of one and one-half (1-1/2) times his base hourly salary. The same rate of compensation shall pertain to each hour or part thereof in excess of four (4) hours.

2. Patrol personnel shall be called in on any short shift to reach the minimum number of personnel as established by the Chief of Police. Use of special or reserve officers shall be limited in accordance with the requirements of legal authority.

3. Order of call-in:

a. Previous Shift	Four (4) Hours
b. On-coming Shift	Four (4) Hours
c. Off-duty	Full Shift

4. Call in shall be in order of seniority on a rotating basis.

ARTICLE 10

GRIEVANCE PROCEDURE

A. The purpose of this Article is to settle all grievances between the Township and the members of the PBA as quickly as possible so as to insure efficiency and promote employee morale. A grievance is defined as an argument or dispute between the Township and the 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 PBA representative, the aggrieved party(s) 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 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 PBA representative shall each file a written report of their findings of facts, conclusions and recommendations in addition to said written statement, with the Director of Law Enforcement, within five (5) working days of their meeting. If the position of Director of Law Enforcement is held by

the Chief of Police then Step 2 shall be skipped and a grievance shall then proceed from Step 1 to Step 3.

STEP 2

The Director of Law Enforcement shall conduct a hearing no later than five (5) working days from the receipt of said findings, conclusions and recommendations. Prior written notification for said meeting shall be given to all interested parties. Present for said hearing shall be the Chief of Police, the PBA representative and interested persons. The Director shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Director is not able to obtain an amicable settlement at this time, he shall within five (5) working days render a written decision resolving the dispute and serve same upon the respective parties.

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

Step 3

Upon compliance with the requirements of Step 2 above (or Step as applicable), the Business Administrator shall conduct a

hearing at which shall be interest parties, the Director of Law Enforcement, the Chief of Police, and the 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 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 4

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) days, render a written decision resolving said dispute and serve same upon respective parties.

ARBITRATION

If the aggrieved party(ies) or the PBA disagree with or object to the decision of the Mayor, he (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 for 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 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. 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 arbitrator 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 11

ATTENDANCE AT SCHOOLS OR TRAINING

A. Employees who are mandated by the Chief of Police to attend any training or schools that arise outside the employee's regularly scheduled work day(s) will be compensated in compensatory time at a rate of one and one-half (1½) times the hours established for the training or school (portal to portal). Any employee who requests and attends (with permission from the Chief of Police) any school or training shall be paid straight time (not time and one-half) if the training or school is on the employee's regularly scheduled work day or shall receive compensatory time at straight time if the training or school is conducted on a day(s) that is not a regularly scheduled work day.

B. 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

PROVISION TO ABOVE: The minimum of officers, as established by the current departmental minimum shift manning requirements, shall remain on patrol duty during college attendance leave. Power shift officers count in determining manpower strength for the purpose of college attendance leave.

C. 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 masters 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 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. The Township will pay for books which will become the property of

the Township Student fees and registrations are payable only if courses are mandatory

D. 1. Any member hired prior to November 1 1983 and having credits in the field of Police Science or any police related field shall be compensated at the rate of \$13.00 for each credit hour of study completed to date. This compensation shall be above and in addition to the employee's annual salary.

2. Any member hired after November 1, 1983 shall be paid a maximum of sixty (60) credits provided they have earned a Bachelor's Degree in the accepted fields listed above. Determination of compensation shall be made by mutual agreement of the Chief of Police and a PBA representative.

E. Payments made pursuant to the above section shall be made semi-annually in the first pay in June and in the first pay in November.

ARTICLE 12

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 or use 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 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 inducted by the employee.

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

ARTICLE 13

CLOTHING

A. The Township shall make an initial issue of clothing, which shall include at the minimum, but not limited to the following items

One (1) Class A uniform long sleeve shirt
One (1) Class A uniform trousers
One (1) Class A uniform Shoes
One (1) Class A uniform hat
One (1) Class A uniform hat badge
One (1) Class A uniform clip-on tie
Two (2) Class A uniform WTPD tie pin
Two (2) Class A uniform nameplate
Two (2) Breast badges
One (1) Class A uniform whistle (large black) and lanyard
One (1) Class A uniform Sam Browne belt
One (1) Class A uniform handcuff case
One (1) Class A uniform holster
One (1) Class A uniform OC case
One (1) Class A uniform double ammo pouch
One (1) Class A uniform radio case
Four (4) Class B uniform short sleeve shirts
Four (4) Class B uniform long sleeve shirts
Four (4) Class B uniform trousers
One (1) Class B uniform boots
One (1) Class B uniform baseball hat
One (1) Class B uniform blousing bands
One (1) Class B uniform garrison belt (nylon)
One (1) Class B uniform Sam Browne belt (nylon)

Four (4) Class B uniform belt keepers (nylon)
One (1) Class B uniform double ammo pouch (nylon)
One (1) Class B uniform handcuff case (nylon)
One (1) Class B uniform OC case
One (1) Class B uniform holster
One (1) Class B uniform radio case (nylon)
One (1) Class B uniform tourniquet case (nylon)
One (1) Winter overcoat
One (1) Winter knit hat
One (1) Raincoat
One (1) Rain hat cover
Six (6) sets of insignia of rank and office
One (1) Expandable baton with holder
One (1) standard handcuff (hinge style)
One (1) soft body armor system
One (1) Individual first aid kit
One (1) Traffic Vest
One (1) Ballistic Helmet
One (1) Respirator

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

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

D. Replacement of clothing, equipment, hardware items such as handguns, holsters , belts and straps, handcuffs, nightsticks, etc., in compliance with departmental uniform specifications, in addition to ammunition, targets and off-duty firearms, as needed by the officer, shall be purchased by the officer, subject to the provision of Paragraph B of Article 14.

E. 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 in

addition to the clothing allowance and cleaning issue herein provided.

ARTICLE 14

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.

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 members 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 it shall not accrue from year to year. 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 the CNA will receive a one time \$400 equipment/clothing allowance (detectives assigned at the time of the signing of the 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. 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 uniform or equipment and the replacement shall not be included in the \$400.00 per year allowance.

ARTICLE 15

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.

C. Only one platoon shall be scheduled for each court date.

ARTICLE 16

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 17

VACATIONS

A. All employees of the Police Department shall be entitled to vacation based upon the length of time employed hereinafter provided.

<u>Years of Service</u>	<u>Vacation</u>
Completed one year of service (five days useable after six months)	10 days
Completed five years of service	15 days
Completed ten years of service	20 days
Completed sixteen years of service	21 days
Completed seventeen years of service	22 days
Completed eighteen years of service	23 days
Completed nineteen years of service	24 days
Completed twenty years of service	25 days

B. All vacations shall be granted at annual salary rates.

C. Annual vacation leave shall be granted in accordance with the following procedure

1. From January 1st through 31st each year, vacation leave for the calendar year shall be scheduled upon request with priority given to departmental seniority.

2. On or after February 1st of each year, the annual vacation leave shall be granted upon request with priority given to the order in which said requests are received. Employees may secure

any number of vacation leave days greater than one and are not restricted to the thirty day rule for single day off requests outlined in Section C3

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

a. All vacation leave days may be utilized as individual days off if the employee so elects. However, employees who have earned ten (10) or fifteen (15) vacation leave days may preschedule and secure no more than five (5) of their individual leave days during January. Employees who have earned twenty (20) or twenty-five (25) vacation leave days may preschedule and secure no more than (10) of their individual leave days during January. All other individual vacation leave day requests shall be submitted not more than thirty (30) days prior to the requested day(s) off.

b. On or after February 1st, complete "block-weeks" of vacation leave requested for use during the months of May, June, July and August shall have priority over individual vacation leave days when both are submitted and received at the same time for coincidental leave days off.

4. The maximum number of Rank and File Employees in a Patrol Unit that shall be permitted to utilize scheduled leave at the same time is two (2) per shift. Scheduled leave shall be defined as vacation, holiday, prescheduled personal days,

compensatory time, and equipment maintenance and professional development days.

5. Vacation leave must be utilized within the year earned with the following exceptions:

a. Employees may utilize a complete "block-week" of vacation leave during their last scheduled work week of a particular calendar year, even though it may begin in one calendar year and end in the next, with the leave being charged to the previous year's account.

b. Employees unable to utilize vacation leave within a given calendar year due to an extended illness or injury, or, when deferred by the Township for any reason, shall be eligible to utilize said leave within the following calendar year.

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

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

8. All vacations, holidays and compensatory time that is requested must be submitted at least five (5) days prior to the day

requested for approval. Failure to do so may result in denial for the time off. Above does not apply to single day off requests.

E. An employee who terminates his employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rata basis

ARTICLE 18

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 highest salary that an employee is duly authorized to receive at the beginning of each calendar year.

C. Effective January 1, 2020 and for the term of this agreement, base salaries for bargaining unit members shall be as indicated in **Exhibit A** annexed hereto. Members shall move one step annually on the guide on January 1 of the applicable year. Officers shall move "off guide" upon moving through the top step of the guide and they shall receive a 2% annual increase to their salary on January 1 of each year they are "off guide." Only members employed at the time of the signing of this Agreement shall receive retroactive pay increases through January 1, 2020

D. Pursuant to *Matter of County of Atlantic*, 230 N.J. 237 (2017),

in the event a successor contract is not agreed upon after the term of this agreement, bargaining unit members shall move through the guide in Exhibit A on January 1 of each year.

E. Shift Differential: Full-time officers who work during the 1st shift shall receive a 5% shift differential; only officers who actually work will be entitled to the shift differential.

ARTICLE 19

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 Township acknowledge 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.

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

D. The Township agrees to provide the employee and his/her dependents with a co-pay prescription plan as provided for under the

State Health Benefits Medco-Co-payment prescription plan or substantially equivalent plan.

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 (1-1/2) 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.

M. The Township shall not be required to cover the cost of Medicare Part B as set forth above in this paragraph for any employees hired after June 27, 2012. In all other respects, health care coverage for all employees hired after the date of the signing

of this Agreement shall remain the same.

ARTICLE 20

EQUIPMENT MAINTENANCE AND PROFESSIONAL DEVELOPMENT

All employees shall be entitled to certain days to attend to equipment maintenance and professional development, which are peculiar and unique to the requirements for maintaining and cleaning firearms and a police officer's professional development. Each employee shall be entitled to three (3) paid days to be utilized for this purpose from January 1 through December 31 each year which are to be issued every January 1. The administration and scheduling of these days shall follow the procedure set forth under Article 17, Section 4.

ARTICLE 21

PROMOTIONAL PROCEDURE

A. If any employee is required to act in a higher ranking capacity for any period of time, he shall receive pay commensurate with such position in which he acts beginning with the first day.

1. In the absence of the Sergeant, the senior-most ranking officer of the working platoon shall be paid commensurate pay.

2. In the absence of any ranking officer, the senior-most will assume the rank on an "acting basis" with pay commensurate with the position assumed.

B. Procedures for promotion to higher ranks shall be defined in

rules and regulations in accordance with this agreement.

C. Employees serving nine (9) 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 22

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 designated representative.

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

ARTICLE 23

REPRESENTATION FEES

- A. The requirements regarding the Representation Fee shall be applied consistent with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act. As such, the authorization for dues deduction, to the extent it was duly authorized in the first instance, shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request to withdraw from the Association to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer's payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.
- B. The Township shall have no other obligation or liability,

financial or otherwise (other than set forth herein), because of the actions arising out of the understanding expressed in the language of this Article. Once the funds deducted are remitted to the PBA the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the PBA.

C. PBA Local 318 shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment under this Article.

ARTICLE 24

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 sick leave benefits otherwise provided for herein, he 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 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 reinjury 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 sick 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 sick 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 25

ABSENCE WITHOUT LEAVE

A. Absence without notification for five (5) consecutive days without justifiable excuse shall constitute a resignation.

ARTICLE 26

MATERNITY CLAUSE

Upon notifying your superior officer of the pregnancy the pregnant officer shall be transferred to a modified duty assignment with no public contact for the remainder of the pregnancy. Upon the birth of the child the officer has the option to use their approved sick time and/or other time and/or family leave or any other leave available that the township provides either through policy or contract. The purpose of this clause is to take the pregnant officer out of harms way and to preserve the officer's rights and benefits.

ARTICLE 27

COURT DOCKET REVIEW TIME

Effective January 1, 2018, all members shall receive 27 hours of compensatory time for court docket review. The compensatory time shall be credited on January 1st of each year for the duration of the CNA.

ARTICLE 28

ATTENDANCE AT OFFICIAL UNION MEETINGS

The President and Delegate of the Collective Bargaining Unit (as of the date of the signing of this Agreement the Policemen's Benevolent Association Local 318) shall be entitled to attend all formal union meetings of which there are currently eight (8) meetings per year, without loss of compensation. The President and Delegate shall also be entitled to attend all meetings as permitted under Title 40 of New Jersey Statutes.

ARTICLE 29

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 renegotiation within the framework of the law.

ARTICLE 30

TERM OF THE CONTRACT

A. This contract shall cover the period January 1, 2020 through 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, until such time as a new contract is signed between the parties. The payment of salary increments is subject to the provisions of Article 18.

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

FOR THE TOWNSHIP


MAYOR JOANN GATANNELLI

Date: 10/7/2020

ATTEST:


CHRISTINE CIALLELLA, CLERK

Date: 10/7/20

FOR THE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 318


ALEX DIPETRO, PRESIDENT

Date: 10/07/2020

ATTEST:


OSCAR MENDEZ, SECRETARY

Date: 10/07/2020

EXHIBIT A

	2019	2020	2021	2022	2023
Off Guide			Off Guide 2% to prior yr Salary	Off Guide 2% to prior yr Salar	Off Guide 2% to prior yr Salary
15	\$	108,537.18	\$ 108,537.18	\$ 108,537.18	\$ 108,537.18
14	\$ 106,409	\$ 106,409	\$ 106,409	\$ 106,409	\$ 106,409
13	\$ 101,799	\$ 101,799	\$ 101,799	\$ 101,799	\$ 101,799
12	\$ 96,709	\$ 96,709	\$ 96,709	\$ 96,709	\$ 96,709
11	\$ 91,619	\$ 91,619	\$ 91,619	\$ 91,619	\$ 91,619
10	\$ 86,529	\$ 86,529	\$ 86,529	\$ 86,529	\$ 86,529
9	\$ 79,999	\$ 79,999	\$ 79,999	\$ 79,999	\$ 79,999
8	\$ 74,999	\$ 74,999	\$ 74,999	\$ 74,999	\$ 74,999
7	\$ 69,999	\$ 69,999	\$ 69,999	\$ 69,999	\$ 69,999
6	\$ 64,999	\$ 64,999	\$ 64,999	\$ 64,999	\$ 64,999
5	\$ 59,999	\$ 59,999	\$ 59,999	\$ 59,999	\$ 59,999
4	\$ 54,999	\$ 54,999	\$ 54,999	\$ 54,999	\$ 54,999
3	\$ 49,999	\$ 49,999	\$ 49,999	\$ 49,999	\$ 49,999
2	\$ 44,999	\$ 44,999	\$ 44,999	\$ 44,999	\$ 44,999
1	\$ 39,500	\$ 39,500	\$ 39,500	\$ 39,500	\$ 39,500

Officers in the academy shall receive the Step 1 salary above. For purposes of seniority and step movement in the contract, annual movement from step one shall only occur after a member graduates from the police academy, and no member shall have seniority over a member with an earlier police academy graduation date.