

TOWNSHIP OF JEFFERSON  
COUNTY OF MORRIS, NJ

RESOLUTION #21-90

**"RESOLUTION APPROVING THE COLLECTIVE NEGOTIATIONS AGREEMENT  
WITH THE JEFFERSON PBA LOCAL 190 FOR YEARS 2021-2025 AND AUTHORIZING THE EXECUTION THEREOF"**

**WHEREAS**, the negotiations teams for the Township of Jefferson and Township of Jefferson PBA Local 190 have reached agreement on the terms for a new five (5) year collective negotiations agreement for January 1, 2021 through December 31, 2025; and

**WHEREAS**, the previous Contract with PBA Local 190 expired on December 31, 2020; and

**WHEREAS**, the parties have been negotiating a renewal of the Contract for PBA Local 190, retroactive to January 1, 2021; and


**WHEREAS**, the new 2021-2025 Agreement has been drafted and reviewed by the Township Administration and subsequently reviewed and approved by the Township Labor Counsel and fully incorporates the terms of the Memorandum of Understanding; and

**WHEREAS**, the Governing Body of the Township of Jefferson wishes to ratify the 2021-2025 Agreement as negotiated and in the form attached hereto.

**NOW THEREFORE IT BE RESOLVED** by the Township Council of the Township of Jefferson, County of Morris, State of New Jersey that the PBA Local 190 Collective Negotiations Agreement for 2021-2025, in the form attached hereto, is approved.

**BE IT FURTHER RESOLVED** that the Mayor and Township Clerk are authorized to execute the 2021-2025 Agreement with PBA Local 190.

**ATTEST:**

  
MICHELE REILLY, TOWNSHIP CLERK  
Dated: April 7, 2021

**COUNCIL OF THE TOWNSHIP OF JEFFERSON:**

  
MELISSA SENATORE, COUNCIL PRESIDENT

**CERTIFICATION:** I, Michele Reilly, Clerk of the Township of Jefferson, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Jefferson Township Council at a meeting held on April 7, 2021.

  
Michele Reilly, RMC, Township Clerk

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
Birmingham			X			
Kalish			X			
Smith		X	X			
Dunham			X			
Senatore	X		X			

**AGREEMENT BETWEEN**  
**TOWNSHIP OF JEFFERSON**  
**AND**  
**JEFFERSON TOWNSHIP POLICEMEN'S BENEVOLENT**  
**ASSOCIATION, LOCAL 190**

**JANUARY 1, 2021 through DECEMBER 31, 2025**

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**PREAMBLE**

THIS AGREEMENT entered into on this 8<sup>m</sup> day of April, 2021, by and between the TOWNSHIP OF JEFFERSON, A Municipal Corporation of the State of New Jersey, with offices at Municipal Building, 1033 Weldon Road, Lake Hopatcong, New Jersey 07849 (hereinafter called the "Employer")

And

JEFFERSON TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 190, with its principal office, care of Timothy Hecht, 1032 Weldon Road, Oak Ridge, New Jersey 07438 (hereinafter called the "PBA").

WHEREAS, both the employer and the PBA believe in the soundness of the principles of collective bargaining; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by and between the parties as follows:

## **ARTICLE 1**

### **Recognition**

- A. The Employer hereby recognizes the PBA, through its respective appointed negotiators, as the exclusive representative of all full-time, permanent Police Officers in the Township of Jefferson, of the following ranks:  
Police Officer, Sergeant and Lieutenant.
- B. All position titles not enumerated above are hereby excluded from the negotiating unit.

## **ARTICLE 2**

### **Coverage**

It is intended that this agreement shall cover all matters pertaining to wages, hours and working conditions concerning the Jefferson Twp. Police Department.

## ARTICLE 3

### Management Rights

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States including but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
  2. To hire all employees and, subject to the provisions thereof, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;
  3. To suspend, demote, discharge or take other disciplinary action for good and just cause, according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, provided they do not effect wages, hours and working conditions and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be constructed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under N.J.S.A. 40A, N.J.S.A. 11A, or any other national, state, county or local laws, regulations or ordinances.



## ARTICLE 4

### Work Schedule and Overtime

- A. There is established within the Patrol Division, a consecutive four (4) day on, four (4) day off work schedule of twelve (12) hour workdays, on a twenty-eight (28) day or four (4) week schedule, the work cycle shall consist of one hundred twelve (112) days or a sixteen (16) week cycle.
- B. During each sixteen (16) week cycle, an additional thirty-six (36) hours off shall be granted in three (3) - twelve (12) hour days. These days will be recognized as floating days off. Three (3) floating days off must be requested off during each sixteen (16) week cycle. A floating day off must be requested by the officer and approved in the same manner as vacation day, holidays, personal sick days or compensatory time.
- C. Beginning January 1, 2007, training time will total twelve (12) hours and be scheduled on one (1) day per calendar year. Training time will be used for the purpose of police training at the discretion of the Chief of Police. Training time shall not be accumulated from year to year.
- D. All other police personnel not assigned to the twelve (12) hour schedule shall be assigned a schedule based upon a forty (40) hour workweek.
- E. The Police Department's Personnel Work Schedule, for all Police personnel, shall be prepared and posted for the scheduled year.

### Overtime & Court Time:

- A. An officer's hourly rate is calculated by dividing the total annual salary (including base salary, specialized pay and college credits) by 2080. Premium overtime will be paid at a rate one and one-half (1 1/2) times the officer's hourly pay rate. All overtime payments under this Article and Article 5 (Holidays) will be based on the salaries established in Article 23 (Salaries & Wage Scale) of this agreement.
- B. The Employer will pay a minimum of two (2) hours pay for the first two (2) hours, or any part thereof, and one (1) hour pay, or any part thereafter, when an officer is called to work other than his/her normally scheduled

working hours, at a premium overtime rate as outlined in paragraph A above (Overtime & Court Time). This includes all court appearances and quasi-judicial proceeding pursuant to the proper application of police duties. This shall not include attendance in any disciplinary hearing unless the officer is mandated by the Township to attend.

- C. All officers' will be compensated at a premium overtime rate or compensatory time as outlined in paragraph A above (Overtime & Court Time) for all hours worked in excess of their regular scheduled hours.

## ARTICLE 5

### Holidays

A. The following fourteen (14) days or 88 hours shall be designated holidays:

- |                          |                          |                            |
|--------------------------|--------------------------|----------------------------|
| 1. New Year's Day        | 6. Memorial Day          | 11. Veteran's Day          |
| 2. M.L. King's Birthday  | 7. Fourth of July        | 12. Thanksgiving Day       |
| 3. Lincoln's Birthday    | 8. Labor Day             | 13. Day After Thanksgiving |
| 4. Washington's Birthday | 9. Columbus Day          | 14. Christmas Day          |
| 5. Good Friday           | 10. General Election Day |                            |

## ARTICLE 6

### Vacations

- A. Vacations are to be in effect from January 1st to December 31st and are granted on a calendar year basis.

Police officers shall be entitled to vacation as follows:

During first calendar year of employment, one (1) working day for each full month of service from date of appointment. Thereafter, days will be credited to the officer at the beginning of each calendar year in accordance with the following schedule:

0 through 1 year of service: 12 days or 96 hrs.

2 through 5 years of service: 14 days or 112 hrs

6 through 10 years of service: 16 days or 128 hrs.

11 through 15 years of service: 19 days or 152 hrs.

16 through 20 years of service: 22 days or 176 hrs.

21 through 25 years of service: 25 days or 200 hrs.

26 through 30 years of service: 1 additional day (8 hours) for each year to a total of 240 hours at 30 years of service.

- B. All officers shall be allowed to carry over, into the following year, up to the maximum number of hours of vacation time they received that year in accordance with N.J.A.C. 4A:6-1.2(f).

## ARTICLE 7

### **Sick Leave / Deferred Compensation**

Each employee shall receive eighty (80) hours of sick leave per year in accordance with New Jersey Civil Service Department of Personnel Regulations for municipalities.

The employer will maintain the donated leave program as approved by the New Jersey Department of Personnel, effective August 20, 2004. Unused sick leave shall accumulate from year to year.

- A. The Township shall comply with the requirements of N.J.S.A. 11A:6-19.2. Upon retirement from employment in good standing, an officer with a minimum of five (5) years of service shall be paid one (1) hours' pay for each two (2) hours of accumulated sick time. The maximum payment shall be one thousand forty (1040) hours times the officer's base hourly rate. All payments under this Article shall be made in a lump sum payment within six (6) months of the effective date of termination.
- B. Upon the approval of the Chief of Police or his designee, sworn police officers may use no more than twenty-four (24) hours per year of sick leave as personal time.
  - 1. Use of personal sick time shall require a minimum of twelve (12) hours' notice, and/or an approval from the Chief of Police or his designee.
  - 2. Use of personal sick time shall require no home confinement or proof of medical illness.
- C. Deferred Compensation Plan:

A deferred compensation plan shall be available to all officers. This plan shall be separate of any current payroll deduction plans. Any officer who has accumulated over three-hundred (300) hours of unused sick time hours shall have the option to designate unused sick time hours, not exceeding those listed below ("Unused Sick Time Hours, maximum per officer"), into a deferred compensation plan. At the time of submission, the hours designated shall not leave less than three hundred (300) hours of accumulated sick time.

This plan shall only be used and maintained through the recognized plan providers of Jefferson Township and the payroll department of the Township. In the event of a plan termination by the Township, the PBA and the Township Administration shall transfer this compensation service to a duly recognized provider. The individual officers shall be responsible for compliance with the accepted plan and its guidelines.

Unused Sick Time Hours, maximum per officer:

Since 2007 (and every year thereafter): Forty (40) hours (multiply hours by straight rate of pay) and payable by April 1st of each year.

## **ARTICLE 8**

### **Salaries and Wages**

All salaries and wages shall be paid periodically in accordance with New Jersey State Civil Service Regulations and as set forth in Article 23 of this Agreement. All wages shall be paid bi-weekly.

## ARTICLE 9

### Police Schools and Meetings

A. Directed Attendance: Any police officer who is directed by the Chief of Police to attend police school/training less than a scheduled (8) eight-hour class day, during the officer's regularly scheduled time off will receive overtime or compensatory time as approved by the Chief of Police. Any officer attending a police school/training of scheduled attendance of eight (8) or more hours will be compensated with School Time Off (STO) on a day for day basis.

Requested Attendance: Any police officer who is requesting to attend police school/training, authorized by the Chief of Police during his regularly scheduled time off will receive School Time Off (STO) on a day for day basis. The scheduling officer will schedule STO during the same working time period.

B. The parties agree to modify the current language to reflect the following changes:

Field Training Officer (FTO) Manager (1 officer only) assigned by the Chief will received a \$1,500 stipend.  
If instructing at the Police Academy (Instructing class)

- If instructor is working days – that is your daily assignment and must return to JTPD for remainder of shift.
- If instructor is working nights – the instructor is given off the previous at 23:00 hours (if applicable) and then given off the night being that the daily assignment was that day.
- If instructor is off – Compensation at half day of instruction 4-hours of paid overtime, Compensated Time Off (CTO) or STO / Full day of instruction paid overtime, CTO or STO not to exceed 8-hours.

If instructing at JTPD

- Range Instructor (12-hour block of instruction)
  - Working days – daily assignment



- Working nights – same as MCPA
  - Off – compensated days for day (12 hours STO)
- CPR/First Aid/Baton etc. (4-hour block of instruction)
  - Working days
  - Working nights
  - Off or outside of daily assigned hours – Overtime or STO for length of instruction
- All other blocks of instruction (Ex. Sovereign, Explosive)
  - Same as outlined in 4-hour block of instruction
- Field Training Officers (FTO)
  - Recruit works 12 pm – 12 am
    - Day FTO gets recruit 12 pm to 6/7 pm – Compensated 1 – hour STO
    - Night FTO gets recruit 6/7 pm to 12 am – Compensated 1 – hour STO
- Corporal/Senior Officer in Charge
  - The Corporal or Officer in Charge serving on each of the four (4) patrol squads shall be compensated two (2) days off (24 hours) each year that must be used within that calendar year.
  - The current six (6) Corporals will continue to serve as Corporals and receive the two (2) days off referenced above until such time each has either retired, been promoted to Sergeant, been transferred and is no longer the Senior Officer in their newly assigned position
  - When a Corporal has vacated his Corporal position in one of the four (4) patrol squads, the Senior Officer shall serve as the Officer in Charge. The title of Corporal will no longer be utilized in the police department organizational structure.

- o STO will not carry over and must be used in the calendar year it was accumulated.
- C. Expenses: Any expense, including mileage, at a rate of the current federal mileage allowance per mile for use of a personal vehicle, meals maximum Twelve (\$12.00) Dollars per officer, per meal, or Thirty-Five (\$35.00) Dollars/day for an overnight school as outlined in Article 13, clothing and equipment, incurred while attending such schools or said training, will be paid by the Employer upon submission and approval of an itemized expenses form.
- D. Each officer shall attend a full-dress inspection once each year, unless excused by the Chief of Police. Notice of the full dress inspection shall be posted in the Police Headquarters thirty (30) days in advance of said inspection.
- E. There may be held two (2) meetings each year between the general membership of the PBA and the Chief of Police, Director of Public Safety, Business Administrator, and a member of the Township Council. These meetings, if held, will take place in January and/or June. Attendance is voluntary.
- F. Conventions: The duly elected State Delegate and two (2) Alternate State Delegates will be provided time off with pay to attend the State PBA Annual Convention and the annual mini convention in accordance with N.J.S.A. 40A:14-177. Evidence of attendance at these meetings in the form of a letter from the President of the PBA will be required prior to payment. Time off with pay for attendance at such meetings will include travel time. Payment will be made for attendance during the officially scheduled day(s) of such conventions only, exclusive of holiday, vacation, sick leave and personal time.
- G. The PBA State Delegate or Alternate State Delegate shall be given the shift off with full pay to attend any State PBA Meeting(s), or County Conference Meeting(s).
- H. Overtime will not be paid to an employee who attends such conventions, or other meetings as outlined herein under this Article.

## **ARTICLE 10**

### **Clothing and Maintenance Allowances**

Each Police Officer shall be entitled to an allotment of \$850.00 per annum for the purchase of police uniforms, equipment, and maintenance. This allotment will be maintained in an account to be administered by the Chief of Police. The allotment will be paid in two (2) payments. The first \$425.00 will be paid by January 15 and the second \$425.00 will be paid by June 15 of each year. Allowance will be paid directly to the member of service.

Where there is a loss of uniform in the line of duty, approval may be granted by the Chief of Police for the officer to replace the uniform at the Township's expense, provided the officer turns in the damaged uniform.

A. The township agrees to reimburse all new hired police officers for their purchase of a department dress uniform consisting of a Blouse jacket, Shirt and all leather gear. Upon completion of the academy, officers shall submit their receipts and be reimbursed by the township within six (6) weeks. There is a \$700.00 cap on this benefit.

## **ARTICLE 11**

### **Compensation upon Promotion**

Any police officer promoted to a higher rank, or to the position of Detective, will receive compensation at a higher rate of pay from the date of appointment.

## **ARTICLE 12**

### **Longevity**

January 1, 2017, longevity has been eliminated from the contract.

## ARTICLE 13

### Traveling Expense

This Article pertains to all duties except transportation to and from police headquarters and meals during normal working hours in the Township of Jefferson.

A. Mileage:

If, at any time, a police officer shall be required, by the Chief of Police or his designee, to use his/her personal vehicle for police business, the employer agrees to compensate said officer at the current federal mileage allowance per mile.

B. Meal Expense:

A police officer shall be entitled to reimbursement of a maximum of twelve (\$12.00) Dollars per meal the officer is required to pay out of personal funds or a maximum of thirty-five (\$35.00) Dollars a day for an overnight school. Temporary duty assignments to other agencies, including, but not limited to, the Morris County Prosecutor's Office, New Jersey State Police Narcotics Task Force, or similar details are not eligible for meal reimbursements as provided in this Article.

C. See also Article 9 as it pertains to police schools and traveling expenses.

## **ARTICLE 14**

### **Tuition Reimbursement**

For the successful completion (grade of C or above) of approved college level courses, at a recognized institution of higher learning, an employee shall be eligible to receive a maximum of One Hundred Fifty (\$150.00) Dollars for the first sixty (60) college credit completed. College credits completed after the first 60 shall be reimbursed at Two Hundred Fifty Dollars (\$250.00). This reimbursement, is in lieu of, and separate from, the benefits paid under Article 15 of this Agreement.

Reimbursement under this Article can take place at any time, twice in one (1) calendar year, as it does not affect gross salary wages. Employees requesting reimbursement must submit proof of grade and a dated tuition receipt with the request, upon course completion. After seven (7) years, on February 1<sup>st</sup> of the eighth (8th) calendar year from the reimbursement year, an employee may resubmit the credit hours accumulated for compensation under Article 15 of this agreement.

The Township agrees to reimburse applicants within six (6) weeks from the time of submission.

## **ARTICLE 15**

### **College Credits**

There is hereby established an educational program for officers of the police department with at least three (3) years of service. For the successful completion of approved college level courses, (grade C or above). Beginning January 1, 2007, the credit cap will increase to one hundred fifty (150) credits.

The Township agrees to the following per credit increases:

January 1<sup>st</sup>, 2006 - remains at \$34.50 per credit

January 1, 2017 - increases to \$40.00 per credit for a Degree (Associates, Bachelors or Masters)

The Township agrees to reimburse officers for the purchasing of books necessary for college course completion. Receipts shall be submitted upon purchase and reimbursement shall be provided within six (6) weeks of the request. There is a Five Hundred (\$500.00) Dollar per year cap on this benefit. Current certified transcripts stating the completion and grade of said college level courses shall be on file with the Chief of Police, by February 1<sup>st</sup> of each year. Compensation for educational credits will be paid each year in a proportionate share, bi-weekly as part of the employee's base pay. Both the employer and employee will make pension contributions based on educational credits.



## ARTICLE 16

### Medical Coverage

The Township shall offer enrollment to all eligible full-time police officers in the New Jersey State Health Benefits Plan, which includes health insurance, hospitalization and major medical insurance as provided under the terms of the plan. The Township will provide dental insurance coverage for eligible employees and their dependents, with an annual maximum of Two Thousand (\$2,000.00) Dollars per person, and a Three Thousand (\$3,000.00) Dollar lifetime child orthodontic maximum. The employee will only be responsible for a co-pay as required by the dental plans. As of January 1, 2007, all employees covered under this agreement shall pay a maximum of Three-hundred and fifty (\$350.00) Dollars per year, toward their dental coverage. (24 pay periods, equals \$14.58 per pay period.)

The Township reserves the right to change insurance carriers, provided that equal to or greater benefits are provided to benefit recipients.

The Employer agrees to show any changes in medical coverage to the PBA Local 190, thirty (30) days prior to any change. If a grievance is filed concerning any medical coverage, it will be subject to the grievance procedure, including arbitration. The Township shall not change coverage until a final decision is rendered.

Effective January 1, 2011: Direct 15 (State Health Benefits Plan) shall be the base plan for all employees in the bargaining unit. The Township shall pay the full cost of the premiums for all bargaining unit employees that enroll in the Direct 15 Plan. Employees opting for any other available coverage shall be responsible for any additional cost in premiums.

Officers shall be required to pay the following portions of their medical premiums: All active employees shall contribute to his/her medical benefits at the Tier IV rates set forth in Chapter 78, P.L. 2011.

During the term of this Agreement, any retiree that had fifteen (15) years of creditable service in the New Jersey Police and Firemen's Retirement System and qualifies for retirement medical coverage, shall contribute 7.5% of the total medical premiums as a contribution to his/her medical benefits during retirement. Thereafter, and

effective January 1, 2026, all retirees that qualify for retirement medical coverage shall contribute to his/her medical benefits at the Tier IV rates set forth in Chapter 78, P.L. 2011 during retirement.

## **ARTICLE 17**

### **Disability**

The Employer agrees to pay any officer disabled in the line of the duty his/her full pay, without loss of sick leave from the first day of said disability until said police officer is able to return to work or is retired on disability.

- A. While any officer is receiving worker's compensation benefits and full pay from the Employer, such officer will compensate the Employer an amount equal to the amount of worker's compensation benefits he/she receives.
- B. An officer will not be required to compensate the Employer for any permanent disability benefits received.
- C. An officer receiving full pay while on worker's compensation, and who becomes exempt or receives tax relief of his/her Federal or State taxes, thereby receiving a greater net pay, shall refund this additional amount to the Township.

## **ARTICLE 18**

### **Benefits to Surviving Spouse and Dependents**

- A. Any police officer who shall retire due to a disability incurred in the line of duty or death as the result of an injury received in the line of duty, shall be entitled to all medical benefits in accordance with standard policies in effect for other police officers, for him/herself, spouse and dependants.
- B. Upon an officer's death in the line of duty, his/her surviving spouse and all other dependents shall continue to receive all medical coverage in accordance with the policies in effect for other officers, until the surviving spouse's death or remarriage, to the extent permitted by the New Jersey State Health Benefits Commission Rules and Regulations.

## **ARTICLE 19**

### **Hospitalization after Retirement**

The Township shall provide paid State Health Benefits Program (SHBP) coverage for retirees, (with twelve (12) or more years' employment with the Township) their spouses and eligible dependants, in accordance with the provisions and regulations of The New Jersey State Health Benefits Plan. This benefit adopts the provisions of P.L. 1974, Chapter 88, and amendment(s) by P.L. 1981, Chapter 436.

Effective October 1, 2012, the Township service requirement for retiree health coverage will be amended from 25 total years and at least 12 years with the Township, to 23 total years and at least 15 years with the Township.

The Township shall provide the bargaining unit with a copy of the current Township resolution as provided to the New Jersey State Health Benefits Program.

Effective January 1, 2008, once a retiree becomes eligible for Medicare benefits, there will be no reimbursement from the Township.

## ARTICLE 20

### No Strike Pledge

- A. The PBA covenants and agrees that during the term of this agreement, neither the PBA nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the Township. The PBA agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slow down, walkout or other job action against the Township, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- C. The PBA will actively discourage, and will take whatever affirmative steps are necessary to prevent or terminate, any strike, work stoppage, slow down, walkout or other job action against the Township.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA or its members.

## ARTICLE 21

### Grievance Procedure

#### OBJECTIVES:

1. Resolve grievance as quickly as possible.
2. Settle the disagreement at the employee-supervisor level informally.
3. Correct the cause of the grievance to prevent future similar complaints.
4. A grievance procedure is to promote harmonious relations among employees and supervisors.

#### PROCEDURES:

- A. In the event a difference arises between the employer and employee or any recognized group in interpretation of rules that have been promulgated or the negotiated contract between the PBA and the Employer, the individual will make the grievance known to his/her immediate supervisor within seven (7) business days of its occurrence and attempt to settle the difference with his/her immediate supervisor.
- B. If no satisfactory agreement is reached within five (5) business days after Step A, the grievance shall be submitted to the Captain and a copy will be provided to the Chief of Police.
- C. If no satisfactory agreement is reached within five (5) business days after Step B, the grievance shall be submitted to the Chief of Police with a copy to the Public Safety Director.
- D. If there is no satisfactory agreement reached, the Officer may then request a conference with the Chief of Police after three (3) business days.
- E. If there is no agreement reached by both sides at Step D, the Director of Public Safety shall have ten (10) business days to submit his/her decision in writing, after Step A through D have been followed and the Director of Public Safety has been apprised in writing of the decision to Step D.

- F. The aggrieved employee has a right to be represented by Counsel or by an official of his/her bargaining agent at the employee's expense. If additional time is needed by either side regarding the above procedures, it must be given by mutual consent of both sides.
- G. Employees shall have the right to refrain from joining employee organizations and may present a grievance as an individual. The PBA can represent the individual.
- H. Within ten (10) business days of transmittal of a written answer by the Director of Public Safety or his/her agent, if the grievance is not settled to the satisfaction of the Employer, the employee or bargaining agent, either party to this agreement may request that this grievance be submitted to arbitration as provided below. A copy of the grievance and the request for arbitration shall be sent to the director of Public Safety or his/her agent.
- I. The arbitrator shall be selected by both parties. The arbitrator must limit his/her arbitration to issues that were presented at the time of the grievance. The arbitrator can only arbitrate those matters which are not in conflict with the Rules and Regulations of the Civil Service Commission. The arbitrator shall be selected from the New Jersey State Board of Mediation, and then, in accordance with the procedures of the agency used. Expenses will be borne equally by the PBA and the Employer. Only the Employer and the PBA reserve the right to submit to arbitration. The arbitrator's decision shall be final and binding on both parties. The arbitrators shall not have the ability to modify the contract.
- J. This grievance procedure shall be enforced as long as it is not in conflict with anything herein provided. It shall not be in conflict with N.J.S.A. Title 11A, N.J.A.C. Title 40A, the Code of Jefferson Township, or the Rules and Regulations of the Jefferson Township Police Department, as established by Jefferson Township Code, Article VIII, §7-37(B).



## **ARTICLE 22**

### **Miscellaneous**

- A. The method and means of annually evaluating the general work performance of each police officer has been developed and instituted by the Employer, the refinement and utilization of criteria for evaluation and the establishment of a procedure for an evaluation system shall be from any accepted Police management practices.
- B. Each police officer shall have the right to review the contents of his/her personnel file upon reasonable notice and at a reasonable time. A police officer may request, and the Employer shall then provide, the contents of his/her personnel file. All contents shall be accounted for, dated and recorded.

**ARTICLE 23**

**Salaries and Wages  
SCHEDULE A**

**2% Increases (Officers hired on or before 08/01/2011)**

**Base Salary and Wage Scale**

<u>Rank</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
Step 7	\$121,401	\$123,829	\$126,306	\$128,832	\$131,409
Sergeant	\$133,324	\$135,991	\$138,710	\$141,485	\$144,314
Lieutenant	\$146,438	\$149,367	\$152,354	\$155,402	\$158,510
Beginning January 1, 2007, if an officer gets promoted to the next higher rank, the following will apply:					
Sergeant 1	\$127,363	\$129,911	\$132,509	\$135,159	\$137,862
Lieutenant 1	\$139,883	\$142,680	\$145,534	\$148,445	\$151,414
After 1 year in grade, the following will apply:					
Sergeant 2	\$133,324	\$135,991	\$138,710	\$141,485	\$144,314
Lieutenant 2	\$146,438	\$149,367	\$152,354	\$155,402	\$158,510

**Salaries and Wages  
SCHEDULE B**

**2% Increases (21, 22, 23) 2.25% (24 & 25) – (Officers hired on or after 08/02/2011)**

**Base Salary and Wage Scale**

<u>Rank</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
Academy Step	\$45,886	\$46,803	\$47,740	\$48,814	\$49,912
Step 1	\$55,062	\$56,163	\$57,286	\$58,575	\$59,893
Step 2	\$64,239	\$65,523	\$66,834	\$68,338	\$69,875
Step 3	\$73,416	\$74,884	\$76,382	\$78,100	\$79,857
Step 4	\$82,593	\$84,245	\$85,930	\$87,864	\$89,841
Step 5	\$91,769	\$93,605	\$95,477	\$97,625	\$99,822
Step 6	\$100,979	\$102,999	\$105,059	\$107,422	\$109,839
Step 7	\$110,124	\$112,327	\$114,573	\$117,151	\$119,787
Step 8	\$119,219	\$121,603	\$124,035	\$126,826	\$129,679
Sergeant	\$131,141	\$133,764	\$136,440	\$139,509	\$142,648
Lieutenant	\$144,255	\$147,140	\$150,082	\$153,459	\$156,912
Beginning January 1, 2007, if an officer gets promoted to the next higher rank, the following will apply:					
Sergeant 1	\$125,181	\$127,684	\$130,238	\$133,168	\$136,164
Lieutenant 1	\$137,699	\$140,453	\$143,262	\$146,485	\$149,781
After 1 year in grade, the following will apply:					
Sergeant 2	\$131,141	\$133,764	\$136,440	\$139,509	\$142,648
Lieutenant 2	\$144,255	\$147,140	\$150,082	\$153,459	\$156,912

2. Salary and Wages:

A. Any officer appointed to the position of Detective, Patrol Lieutenant, or the Services Bureau

may receive overtime compensation as provided in Article 4 of this Agreement. The Chief of Police may require prior approval, or the prior approval of a superior officer he/she so designates, for all overtime, except emergencies worked by these Officers.

- B. A police officer's length of service shall be based upon his/her anniversary date of employment. The length of service for any officer above the rank of police officer shall be based upon his/her anniversary date of promotion for promotional purposes only. Longevity shall be based upon the anniversary date of employment for all officers.
- C. Those officers employed or promoted prior to July 1st of any year, shall be deemed employed or promoted the preceding January 1st for seniority calculation. Those officers employed or promoted subsequent to July 1st shall be deemed employed or promoted the subsequent January 1st for seniority calculations.
- D. If, at any time, a police applicant has prior police experience, the Chief of Police, at his discretion, with the approval of the Mayor, may place the applicant no further than the third (3rd) step in the salary guide.
- E. It is agreed by the Employer and the PBA that all promotions to a higher rank shall be made within the Division of Police, as it exists at the time of said vacancy, except Chief. The Chief's position will be filled in accordance with New Jersey Department of Personnel Regulations.
- F. Effective January 1, 2017, January 1, 2018, January 1, 2019 and January 1, 2020, all officers shall have their base pay increased in accordance with the salary guide established in Article 23 of this Agreement. Each step in Article 23 equals one year of service and officers will automatically move up a step the first day of each year (January 1), and shall receive this compensation in the first payroll in January. In the event a new contract has not been negotiated, the Step increases will be automatically granted.

- G. Any officer appointed or promoted during the calendar year of this Agreement shall receive, pro-rated from his/her date of employment to the end of that calendar year, the salary adjustment provided for under paragraph "F" above. The provisions of this paragraph shall apply to newly hired officers and newly promoted officers appointed during the term of this Agreement.
  
- H. Any non-police training commission certified officer shall be hired at the academy level step. Upon successful completion of a certified police academy, that officer will be immediately paid at the Step 1 rate.

## **ARTICLE 24**

### **Leave of Absence - Death in Family**

In the case of the death of mother, father, wife, husband, son, daughter, brother, sister, grandchild, grandmother, grandfather, father-in-law, mother-in-law, and relations living in the employee's household, members shall receive three (3) days off exclusive of vacation, sick leave, holiday time, and personal days. Up to five (5) days from the day of death until the day after burial, inclusive, may be granted with prior approval of the Chief of Police. In the case of the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, son-in-law, daughter-in-law, cousin of the first degree, members shall receive time off, exclusive of vacation, sick leave, holiday time and personal days, on the day of the burial only. For purposes of days off under this Article, a day will be equivalent in hours to a normal workday for the officer requesting such leave.

## **ARTICLE 25**

### **Separability and Savings**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE 26**

### **Fully Bargained Provisions**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues.



## **ARTICLE 27**

### **Body Armor**

Effective January 1, 2021, the employee shall be entitled to Township approved (Class IIA or better) body armor to be replaced every five years or when the body armor has expired. The Township is responsible for fitting, issuing and purchasing body armor, including the chosen outer-carrier specified in department Rules and Regulations. The Township employees shall be expected to wear body armor as specified in department Rules and Regulations. On outside employment for Traffic detail, body armor shall be worn at the employee's discretion.

## **ARTICLE 28**

### **Term of Agreement**

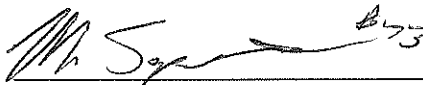
This Agreement shall take effect January 1, 2021, and shall remain in full force and effect until midnight December 31, 2025, and thereafter from year to year unless either party shall give notice in writing one-hundred and twenty (120) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid one-hundred and twenty (120) day notice is given. Thereafter, the responding changes and/or counter proposals will be made in writing. No such changes by either party shall be considered which are not received in accordance with this Article.

**DECLARATION**

The Township of Jefferson and the Policemen's Benevolent Association, Local No. 190, agree to the terms set forth in this collective bargaining agreement commencing January 1, 2021, and continuing thereafter, until a new contract is agreed upon.

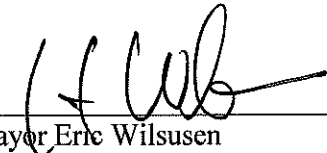
Policemen's Benevolent Association  
Local 190:

 #66  
\_\_\_\_\_  
President Timothy Hecht

 #13  
\_\_\_\_\_  
Vice-President Mathew Saparito

 #46  
\_\_\_\_\_  
State Delegate Eric Sudak

Township of Jefferson:

  
\_\_\_\_\_  
Mayor Eric Wilsusen

  
\_\_\_\_\_  
Township Clerk – Michele J. Reilly

Date: April 8, 2021

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TOWNSHIP OF JEFFERSON  
AND  
PBA LOCAL # 190**

The Township of Jefferson and PBA Local # 190 agree to following modifications to the January 1, 2021 to December 31, 2025 Collective Negotiations Agreement, subject to ratification:

**1. Article 5.A. – Holidays**

Revise to reflect a total annual holiday be 88 hours (increase from 72)

**2. Article 7.A. – Sick Leave (Deferred Compensation)**

In accordance with N.J.S.A. 11A::6-19.2, change the following: “Upon termination of employment, in good standing” to “Upon retirement from employment in good standing.”

**3. Article 8 and Article 23 Schedules A and B – Salaries and Wages (Five Year Proposal) shall be modified as follows-**

	<b>Schedule A</b>	<b>Schedule B</b>
January 1, 2021	2%	2%
January 1, 2022	2%	2%
January 1, 2023	2%	2%
January 1, 2024	2%	2.25%
January 1, 2025	2%	2.25%

**4. Article 9 – Police Schools and Meetings**

The parties agree to modify the current language to reflect the following changes:

FTO Manager (1 officer only) assigned by the Chief will receive a \$1,500 stipend.

If instructing at the Police Academy (Instructing class)

- If instructor is working days – that is your daily assignment and must return to JTPD for remainder of shift.
- If instructor is working nights – the instructor is given off the previous night at 23:00 hours (if applicable) and then given off the night being that the daily assignment was that day.
- If instructor is off – Compensation at half day of instruction 4-hours of paid overtime, CTO or STO / Full day of instruction paid overtime, CTO or STO not to exceed 8-hours.

If instructing at JTPD

- Range Instructor (12-hour block of instruction)
  - Working days – daily assignment
  - Working nights – same as MCPA
  - Off – compensated days for day (12 hours STO)
- CPR/First Aid/Baton etc. (4-hour block of instruction)

- Working days
- Working nights
- Off or outside of daily assigned hours – Overtime or STO for length of instruction
- All other blocks of instruction (Ex. Sovereign, Explosive)
  - Same as outlined in 4-hour block of instruction
- Field Training Officers (FTO)
  - Recruit works 12 pm – 12 am
    - Day FTO gets recruit 12 pm to 6/7 pm – Compensated 1 – hour STO
    - Night FTO gets recruit 6/7 pm to 12 am – Compensated 1 – hour STO
- Corporals/Officers in Charge.

The Corporal or Officer in Charge serving on each of the 4 patrol squads shall be compensated 2 days off (24 hours) each year that must be used within that calendar year.

The current 6 Corporals will continue to serve Corporals and receive the 2 days off referenced above until such time each has either retired, been promoted to Sergeant, been transferred and is no longer the Senior Officer in their newly assigned position.

When a Corporal has vacated his Corporal position in one of the 4 patrol squads, the senior officer shall service as the Officer in Charge. The title of Corporal will no longer be utilized in the police department organizational structure.

STO will not carry over and must be used in the calendar year it was accumulated.

The meal allowance shall be increased from \$10.00 to \$12.00 and the overnight meal allowance shall be increased from \$30.00 to \$35.00.

#### **5. Article 10 – Clothing and Maintenance Allowances**

The uniform allowance shall be increased to \$850.00 per year, \$425 to be paid by January 15<sup>th</sup> and \$425 to be paid by June 15<sup>th</sup> of each year. Allowance will be paid directly to the member of service.

#### **6. Article 16 – Medical Coverage**

The parties agree to delete final paragraph of Article 16 and replace with the following:

Officers shall be required to pay the following portions of their medical premiums:

All active employees shall contribute to his/her medical benefits at the Tier IV rates set forth in Chapter 78, P.L. 2011.

During the term of this Agreement, any retiree that had fifteen (15) years of creditable service in the New Jersey Police and Firemen's Retirement System and qualifies for retirement medical coverage shall contribute 7.5% of the total medical premiums as a contribution to his/her

medical benefits during retirement. Thereafter, and effective January 1, 2026, all retirees that qualify for retirement medical coverage shall contribute to his/her medical benefits at the Tier IV rates set forth in Chapter 78, P.L. 2011 during retirement.

#### **7. Article 21 – Grievance Procedure**

The parties agree to modify the current language to reflect the following changes:

In Paragraph A, change from 120 hours to 7 business days.

In Paragraph B, add “If no satisfactory agreement is reached within 5 business days after step A, the grievance shall be submitted to the Captain. A copy of the grievance will be provided to the Chief of Police.

New Paragraph C change as follows: if no satisfactory agreement is reached within 5 business days after step B, the grievance shall be submitted to the Chief of Police, with a copy to the Public Safety Director.

New Paragraph D change as follow: if no satisfactory agreement is reached, the Officer may then request a conference with the Chief of Police after 3 business days.

New Paragraph E change as follow: If there is no agreement reached by both sides at step D, the Director of Public Safety shall have 10 business days to submit his/her decision in writing, after Step A through D have been followed and the Director of Public Safety has been apprised in writing of the decision to Step D.

Paragraph E change to F

Paragraph F change to G

Paragraph G change to H and change 10 days to 10 business days.

Paragraph H changes to I

Paragraph I changes to J

#### **8. Article 27 Term of Agreement**

The new Agreement shall be for a term of five (5) years, from January 1, 2021 to December 31, 2025.

(Term of Agreement shall be the final article.)

#### **9. Article 28 – Body Armor**

Increase body armor allowance to actual cost of the department-chosen vest and vest carrier.

Effective January 1, 2021, the Township is responsible for fitting, issuing and purchasing body armor, including the chosen outer-carrier described in the JTPD uniform policy.

TOWNSHIP OF JEFFERSON

Solma Mulla

Dated: 4/1/21

PBA LOCAL 190

[Signature] HGP

Dated: 4/1/21