

MEMORANDUM OF AGREEMENT

Agreement made this 16th day of July 2020, by and between Policemen's Benevolent Association Local 280 (hereinafter "PBA Local 280") and the Township of Greenwich (hereinafter "the Township").

WHEREAS, the Township and PBA Local 280 are parties to a Collective Negotiations Agreement (CNA) covering the period January 1, 2014 through December 31, 2018; and

WHEREAS, the Township and PBA Local 280 have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the Township and PBA Local 280 have reached agreement on new terms and conditions subject to ratification by the membership of PBA Local 280 and approval by the Mayor and Council of the Township; and

WHEREAS, the negotiating committees for the Township and PBA Local 87 unanimously agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertaking herein set forth, the parties agree as follows:

1. Except as herein modified, the terms and conditions set forth in the January 1, 2014 through December 31, 2018 CNA between the Township and PBA Local 280 shall remain in full force and effect.

2. All dates shall be adjusted to reflect the term January 1, 2019 through December 31, 2022.

3. ARTICLE I – DEFINITIONS

The definition of "Scheduled Working Day or Work Day" shall be replaced with the following:

The number of hours on the police work schedule for the normal shift assignments. For the purpose of this Agreement, a scheduled working day is twelve (12) hours for Employees. The Chief of Police may, at his discretion, assign an employee to an eight (8) hour work schedule, however there will be no loss of pay to the officer. Regardless of an employee's assigned schedule, employees will receive the salary set forth in Schedule A.

If an employee is assigned to attend training as part of the work day, the training, as well as travel to and from the training location, will count as the employees work day. The Chief shall have the reasonable discretion to require employees to return to work following training.

4. ARTICLE II – HOLIDAYS

The first paragraph of Section A shall be amended to state:

All full time regular employees shall be paid holiday pay at the officer's regular straight time rate of pay for the thirteen (13) holidays noted below. (Specifically, ~~ten (10) hours at the officers regular straight time rate of pay multiplied by thirteen holidays to be paid in the manner noted below.~~ In the event a 12-hour, Pitman schedule is implemented, then officers will be paid twelve (12) hours at the officer's regular straight time rate of pay multiplied by thirteen (13) holidays to be paid in the manner noted below.)

5. ARTICLE III – PERSONAL DAYS

The following shall be removed from Section A:

~~Beginning January 1, 2017~~

6. ARTICLE IV – VACATIONS

A. Section B shall be replaced with the following:

B. All references to "years of service" shall mean years of service calculated from the date of hire by the Greenwich Township Police Department. The year in which the employee was hired shall count as year one regardless of the month in which the employee was hired. For example, an employee hired in September 2004 shall count January 1, 2004 as the first year for calculating vacation days. That employee's fifth year of service will therefore begin on January 1, 2008, at which point the employee will be entitled to fifteen (15) vacation days; the eleventh year of service will begin on January 1, 2014, at which point the employee will be entitled to twenty (20) vacation days; the fifteenth year of service

will begin on January 1, 2018, at which point the employee will be entitled to twenty-five (25) vacation days; the twenty-first year of service will begin on January 1, 2024, at which point the employee will be entitled to twenty-six (26) vacation days. Thereafter, the employee will be entitled to an additional vacation day each January 1st.

a. Any employee that has not been provided vacation days as set forth above shall be provided the proper number of vacation days for their years of service as calculated pursuant to this Article and shall be made whole and receive any days they have not been provided.

C. a. As a result of the above, the following officers shall be provided with five (5) vacation days each: Lieutenant Cahill, Sergeant Tasiopoulos, Detective Sergeant McLaughlin, Officer Moeller, Officer Sullivan and Officer Krachun and Officer Krukus. These days shall be added to each employees vacation bank upon execution of this Memorandum of Agreement. The five (5) days provided to these employees may be carried over in addition to the days permitted to be carried over pursuant to the current Article IV(D) (renumbered to Article IV(E)), but must be used by June 30, 2021.

b. Once the vacation days set forth above are added to the employee's vacation time banks, the PBA will withdraw the arbitrations pending under docket numbers AR-2020-449 and AR-2020-450.

D. The portion of the current Section B stating "All vacation time shall vest at the beginning of the calendar year including the year in which an employee retires except for employees who retire prior to April 1st. For those employees, the vacation shall be pro-rated based upon the actual time the employee works during the final year" shall become Section C.

E. Section C (New Section D) shall be replaced with the following:

The Chief of Police shall determine the vacation schedule in accordance with the Time Management Policy, giving preference to the employee choice according to rank and then seniority within the rank. At least two (2) employees covered by this Agreement may be scheduled for vacation at any one time. Vacation time requests shall be submitted to the Chief prior to March 1st of the same year and will be scheduled in accordance with seniority. All vacation and/or compensatory time requests after March 1st shall be on a first come, first served basis upon approval of the Chief of Police.

F. The remaining sections of this Article shall be renumbered.

7. ARTICLE V – SALARIES

A. Salaries are set forth in the salary guide attached to this memorandum of agreement as Schedule A.

B. Salaries shall be increased across-the-board as follows:

Effective and retroactive to January 1, 2019 – 2.33%

Effective and retroactive to January 1, 2020 – 2.33%

Effective January 1, 2021 – 2.33%

Effective January 1, 2022 – 2.33%

All salaries are effective and retroactive to January 1, 2019.

C. There shall be one Salary Guide for all employees, attached hereto as Schedule A, as all PBA Local 280 unit members are either in the new guide, on the top step or superior officers.

D. Section A shall be replaced with the following:

The base annual salaries for employees covered by this Agreement are set forth in the Pay Schedule attached to this Agreement as Schedule A. Retroactive pay shall be paid not later than eighty (80) days from the date of execution of this Agreement.

E. Section D: The reference to “Step VI” shall be replaced with “Step 8.”

F. Section E shall be amended as follows:

STIPENDS:

1. There shall be an annual stipend for ~~one (1) detective~~ Detectives in the amount of two thousand (\$2,000.00) dollars above that of the assigned police officer's salary. At least one (1) officer shall be designated “Detective” and shall receive the annual stipend. The detective stipend shall be part of the employee's pensionable base pay and be pro-rated throughout the year.
2. There shall be an annual stipend for ~~one (1) alternate detective~~ Alternate Detectives in the amount of five hundred (\$500.00) dollars above that of the assigned police officer's salary. At least one (1) officer shall be designated “Alternate Detective” and receive the annual stipend. The alternate detective stipend shall be part of the employee's pensionable base pay and be pro-rated throughout the year.

8 **ARTICLE VI – SCHEDULES**

A. Section B shall be revised to state:

Employees shall work a twelve (12) hour work schedule (“Pitman Schedule”). The Pitman Schedule will include the following:

- 1) Holiday pay: Holiday pay will be calculated at twelve (12) hours straight time for thirteen (13) holidays. Holiday pay will be included in base pay.
- 2) Employees shall continue to receive the same number of sick, vacation and personal days as set forth in this Agreement.
- 3) Pitman Time: Each officer shall be granted 104 hours of “Pitman Time” at the beginning of the year. This “Pitman Time” will be paid at the regular straight time rate and will part of their pensionable base pay.

B. Section C shall be revised to state:

Each scheduled work shift shall be covered by a two (2) man minimum to the extent possible. A Detective may be considered the second man.

C. New Section D shall be added:

An employee assigned to training shall have the training, as well as travel to and from the training location, counted as the work day. The Chief shall have the reasonable discretion to require employees to return to work following training.

9. **ARTICLE VIII – CLOTHING, EQUIPMENT AND EDUCATION INCENTIVE**

The fourth sentence of Section A shall be amended as follows:

Clothing and footwear and items purchased may be kept by the employee, except for uniform shirts, which shall be returned upon separation.

10. **ARTICLE X – INSURANCE BENEFITS**

Remove Section F.

11. **ARTICLE XIV – FUNERAL LEAVE**

Include “partner” in the definition of immediate family.

12. **ARTICLE XVII – POLICEMAN’S RIGHTS**

Article XVII shall be renamed “Police Officer’s Rights.” The Table of Contents shall be amended accordingly.

13. **ARTICLE XXI – TERM AND RENEWAL**

The dates shall be amended to conform to the dates of the new Agreement, January 1, 2019 through December 31, 2022.

14. **SCHEDULE A**

Schedule A, attached hereto, shall replace the salary guides in the prior agreement. The Table of Contents shall be amended accordingly.

15. All other proposals of the parties not contained herein are deemed withdrawn.


16. This Agreement is subject to ratification by the PBA membership and the Mayor and Council of the Township.

FOR PBA LOCAL 280



Benjamin Blake, PBA Local 280 President

FOR THE TOWNSHIP



Robert Barsony, Mayor

SCHEDULE A

Rank	1/1/2019	1/1/2020	1/1/2021	1/1/2022
Trainee	\$ 53,527.18	\$ 54,774.36	\$ 56,050.61	\$ 57,356.59
Step 8	\$ 59,509.36	\$ 60,895.93	\$ 62,314.80	\$ 63,766.74
Step 7	\$ 64,604.70	\$ 66,109.99	\$ 67,650.35	\$ 69,226.61
Step 6	\$ 69,700.03	\$ 71,324.04	\$ 72,985.89	\$ 74,686.46
Step 5	\$ 74,795.37	\$ 76,538.10	\$ 78,321.44	\$ 81,146.33
Step 4	\$ 79,890.71	\$ 81,752.16	\$ 83,656.99	\$ 85,606.20
Step 3	\$ 84,986.05	\$ 86,966.22	\$ 88,992.54	\$ 91,066.06
Step 2	\$ 90,081.38	\$ 92,180.28	\$ 94,328.08	\$ 96,525.92
Step 1	\$ 95,176.78	\$ 97,394.40	\$ 99,663.69	\$ 101,985.85
Sergeant	\$ 100,803.33	\$ 103,152.05	\$ 105,555.49	\$ 108,014.93
Lieutenant	\$ 103,790.62	\$ 106,208.94	\$ 108,683.61	\$ 111,215.94

*All increases retroactive to January 1, 2019