


**BOROUGH OF WATCHUNG
RESOLUTION: R8**

WHEREAS, duly authorized representatives of the Borough of Watchung have carried on collective bargaining negotiations with the representatives of the Policemen's Benevolent Association of Watchung, Local 193, for the purpose of negotiating a contract covering wages, hours of work and other conditions of employment; and

WHEREAS, in accordance with the recommendations of said Borough representatives, the terms of the proposed agreement of employment have been submitted to this Governing Body and the terms and conditions of said agreement have been reviewed and determined to be acceptable.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the Mayor and Borough Administrator are hereby authorized to sign the Memorandum of Agreement between the Borough and the Policemen's Benevolent Association (PBA) Local #193, ratified and voted on by PBA Local #193 on June 06, 2022 for a new labor contract in effect from January 1, 2021 through December 31, 2024.


Wendy Robinson, Council Member


Keith S. Balla, Mayor

ADOPTED: JUNE 23, 2022
INDEX: POLICE, AWARDS,
C: A. HART, B. HANCE
PBA

MEMORANDUM OF AGREEMENT

Agreement made this ___ day of May 2022, by and the between **Borough of Watchung** (herein the "**Borough**") and **Policemen's Benevolent Association Local No. 193** (herein the "**PBA**").

WHEREAS the Borough and the PBA are parties to a collective negotiations agreement ("Contract") covering the period January 1, 2017 through December 31, 2020; and

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

WHEREAS, the Borough and the PBA have reached agreement on new terms and conditions which are subject to ratification by the membership of the PBA and approval by the Borough's governing body; and

WHEREAS the negotiating committees for the Borough and the PBA unanimously agree to recommend this agreement for ratification and approval; and

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

A. Except as modified by the Agreement, the terms and conditions set forth in the 2017 through 2020 Contract between the Borough and the PBA shall remain in full force and effect.

B. **GENERAL**

1. The parties agree that their attorneys shall review the draft successor contract and are authorized to agree on non-substantive changes such as grammatical and punctuation issues.

2. Change Roman Numerals to Arabic.

C. **ARTICLE II, RECOGNITION**

Add after "excluding "Captains and" before "the Chief."

D. **ARTICLE V, SALARIES**

1. Section A:

The salaries in Schedule A shall be increased as follows:

- a. Effective and retroactive to 5/1/21 the top Step of each guide shall be increased by 2.5%.
- b. Effective and retroactive to 1/1/22 the top Step of each guide shall be increased by 2.5%.
- c. Effective 1/1/23 the top Step of each guide shall be increased by 2.5%.
- d. Effective 1/1/24 the top Step of each guide shall be increased by 2.5%.

2. Officers not at top pay shall receive their step increment under schedule A. Superior Officers shall continue to receive their pay increase based on the differentials set forth in Section C of the Contract.

3. Each Officer at top pay in 2021 shall receive a non-base pay bonus equal to the amount of retroactivity that they would have received for the period of January 1, 2021 through April 30, 2021. The bonus shall be paid by the first pay period of July 2022 and shall not include overtime adjustments.

E. **ARTICLE IX, HOURS OF WORK AND OVERTIME**

Effective June 1, 2022 officers who train on their day off will be compensated with an alternative day off selected by the officer. The alternate day off shall be used not later than 90-days from the date that it was earned. In addition, the selection and use of the alternate day off by the officer shall be done in the same manner as "L" time. If an officer selects a day

that is not in the 8- day cycle in which the training occurred, the additional time for training shall not be counted towards the 48-hour maximum in the 8-day cycle. Any training that lasts for at least 8 hours shall constitute a full workday for calculating the contractual work period and the officer shall be relieved from duty at the completion of such training.

F. **ARTICLE XXI, PROMOTIONAL PROCESS**

Section A: Add "Captain and" before "Chief."

G. **ARTICLE XXIV, SICK LEAVE**

Section G (New). Effective June 1, 2022, employees shall be allowed to use available paid sick leave for up to two (2) tours of duty for the birth, placement, or adoption of a child.

H. **ARTICLE XXXIIL, DURATION OF AGREEMENT**

Replace with: THIS AGREEMENT shall be effective January 1, 2021 through December 31, 2024. If the parties have not approved and executed a successor agreement by December 31, 2024, all terms and conditions of employment shall remain in full force until a successor agreement is agreed upon and executed. (Note: This proposal memorializes the parties' practice).

I. **SCHEDULE A**

See attached.

J. The parties have also agreed to modify the following Articles:

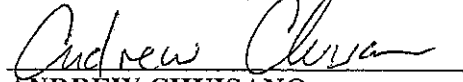
1. Articles XIX and XX: Modify to make consistent with the Workplace Democracy Enhancement Act, the Responsible Collective Negotiations Act, and the U.S. Supreme Court Janus decision.

2. Article XXXII: Delete.

K. All proposals of the parties not set forth herein or in the attachment to this agreement, are withdrawn.

L. This agreement is subject to ratification by the membership of PBA and approval by the Borough's governing body before it becomes effective.

FOR PBA LOCAL NO. 193


ANDREW CHUISANO,
PRESIDENT

Dated: 06/06/22

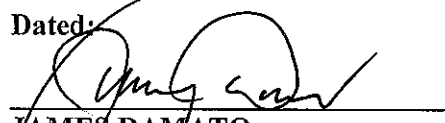

SEAN BOUCHARD,
STATE DELEGATE

Dated:

FOR BOROUGH OF WATCHUNG


KEITH S. BALLA, MAYOR

Dated:


JAMES DAMATO,
ADMINISTRATOR

Dated: 6/8/22

WATCHUNG PBA 193 SCHEDULE A

Step	1/1/2020	5/1/2021	1/1/2022	1/1/2023	1/1/2024
Academy	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Probation	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
1st Year	\$57,000	\$57,000	\$57,000	\$57,000	\$57,000
2nd Year	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
3rd Year	\$73,000	\$73,000	\$73,000	\$73,000	\$73,000
4th Year	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000
5th Year	\$91,000	\$91,000	\$91,000	\$91,000	\$91,000
6th Year	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000
7th Year	\$99,000	\$99,000	\$99,000	\$99,000	\$99,000
8th Year	\$118,163	\$121,117	\$124,145	\$127,249	\$130,430
Sgt.	\$133,524	\$136,862	\$140,284	\$143,791	\$147,386
Lt.	\$148,212	\$151,917	\$155,715	\$159,608	\$163,598

OFFICERS HIRED ON OR AFTER 1/1/17

Step	1/1/2020	5/1/2021	1/1/2022	1/1/2023	1/1/2024
Academy	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Probation	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
1st Year	\$57,000	\$57,000	\$57,000	\$57,000	\$57,000
2nd Year	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
3rd Year	\$69,000	\$69,000	\$69,000	\$69,000	\$69,000
4th Year	\$73,000	\$73,000	\$73,000	\$73,000	\$73,000
5th Year	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000
6th Year	\$86,000	\$86,000	\$86,000	\$86,000	\$86,000
7th Year	\$91,000	\$91,000	\$91,000	\$91,000	\$91,000
8th Year	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000
9th Year	\$99,000	\$99,000	\$99,000	\$99,000	\$99,000
10th Year	\$107,750	\$107,750	\$107,750	\$107,750	\$107,750
11th Year	\$118,163	\$121,117	\$124,145	\$127,249	\$130,430
Sgt.	\$133,524	\$136,862	\$140,284	\$143,791	\$147,386
Lt.	\$148,212	\$151,917	\$155,715	\$159,608	\$163,598