

AGREEMENT

THIS AGREEMENT, made this 7th day of July 2021, by and between the Township of Washington, a municipal corporation of the State of New Jersey, whose address is 523 Egg Harbor Rd. Sewell, New Jersey 08080 (hereinafter referred to as the "Township") and Patrick Gurcsik, Chief of Police, (hereinafter referred to as "Chief").

WHEREAS, the Chief and the Township have entered into discussions and negotiations regarding continuing the employment of Chief Gurcsik as Chief of Police, and the parties hereto further desire to enter into an agreement to provide for the terms and conditions of the Chief's employment with the Township.

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

ARTICLE 1: COMPENSATION AND HOURS OF WORK

Effective January 1, 2021, the Chief shall receive an annual salary in the amount of \$175,000.00. His salary shall be increased as follows in each of the following years: January 1, 2022: \$180,000; January 1, 2023: \$185,000; January 1, 2024 \$190,000. The foregoing salaries are subject to the yearly Salary Ordinance which shall be considered and adopted by the Township Council of Washington Township. The Chief's salary shall be payable in twenty-six (26) bi-weekly payments.

The Chief shall work a minimum of 2080 hours per year, and shall be on-call (without any additional compensation) 24 hours per day, seven days per week. The Chief shall not be entitled to any court time or overtime.

The Chief has been appointed as the municipal OEM Emergency Management Coordinator in accordance with standards set forth by the New Jersey State Police / NJSA Appendix A:9-33. He shall be compensated \$9,000 annually, divided evenly among the 26 yearly pay periods. This total consolidates & combines Article 2 "Clothing & Maintenance" allowance within his previous contract.

ARTICLE 2: CLOTHING & MAINTENANCE (Removed)

ARTICLE 3: RETIREMENT

Section 1: The Chief shall retain all pension rights as a law enforcement officer in accordance with New Jersey Statutes and Township Ordinances.

Section 2: Upon retirement on either regular service or disability pension, the Chief shall be paid for all accumulated, unused leave days up to a maximum of 200 days. Payment for these days shall be computed at the Chief's 2018 rate of pay (\$160,000 per year). The Chief shall also be

paid for a maximum of 487 hours of compensatory time at his 2018 rate of pay which hours shall be reduced by the Chief's using such time during the period of his employment with the Township. The payments shall be made in equal installments over a four-year period, with the first payment to be made no later than 30 days of his actual retirement date, with subsequent payments to be made on the first pay (January) of each of the succeeding years.

Section 3: The Chief shall provide written notice to the Mayor or Township Business Administrator at least six (6) months prior to retirement or pending retirement. Except as provided herein or under applicable law, the Township is not obligated to provide the Chief with any other compensation and/or benefits upon retirement.

Section 4: The Township agrees to maintain full coverage of all medical plans for the Chief, his spouse and applicable dependents when retiring in good standing. The Chief will be offered the same health care plans as active employee's and must apply for Medicare for primary coverage when he becomes eligible. In the event of death, his spouse and dependents shall continue to receive the benefit regardless of what plan or carrier is in effect unless his spouse remarries and is eligible to receive health insurance on another's policy. If the Chief retires in good standing during the term of this Agreement, he is entitled to reimbursement for any increase in co-pays for prescriptions (after retirement) as per a practice previously employed with respect to former retirees. Thus, if the Chief retires during the term of this Agreement and is entitled to lifetime benefits, and prescription co-pays rise from \$10 to \$20 in year three following the expiration of the Agreement, the Chief will be entitled to reimbursement from the Township in the amount of \$10.

Section 5: The Township agrees that all lawful benefits, terms and conditions of employment existing at the commencement of this agreement shall be continued in effect in accordance with New Jersey Law.

Upon the Chief's death, all benefits earned herein shall be paid to his beneficiary(ies) as designated with his PFRS pension insurance policy.

ARTICLE 4: LEAVE OF ABSENCE AND OTHER LEAVES

Section 1: Bereavement Leave

The Chief shall be granted a leave of absence, with pay, as the result of a death in the immediate family as listed below:

- | | |
|-------------------|-----------------------------------|
| 7 Working Days – | Father-in-Law/Mother-in-Law |
| | Brother-in-Law/Sister-in-Law |
| 7 Working Days – | Mother/Father/Brother/Sister |
| 15 Working Days – | Spouse/Son/Daughter/Grandchildren |

In the event of the death of any other relative, accumulated leave days may be utilized with prior notice to the Mayor and Business Administrator. Proof of the death and relationship is required at the Township's discretion. Additional days of leave may be granted at the discretion of the Mayor or Township Business Administrator.

Section 2: Number of Leave Days and Compensatory Time

- a. Leave Days: The Chief shall receive 50 paid leave days annually to be credited with on January 1st of each year. However, in order for the Chief to be paid for the entirety of leave time awarded in his/her year of retirement, the Chief must actually work for the first 90 days of that particular year. By way of example, if the Chief would otherwise be credited with 50 days of leave time on January 1st and retires at any time prior to March 31st of that year, he will only be credited for $\frac{1}{4}$ of the total leave time which would otherwise been awarded (i.e., $\frac{1}{4}$ of 50 days = 12.5 days). In other words, the Chief must work at least 90 days in order to be awarded the full 50 days of leave time for that year. If not, the leave time is prorated for the first 90 days.
- b. Compensatory Time: The parties agree that as of July 07, 2021 the Chief has accumulated 487 compensatory time hours. The Chief may not accumulate any additional compensatory time hours. Thus, if the Chief uses 87 hours of compensatory time, he has a "bank" of compensatory time (which may not be increased during the term of this Agreement) of 400 compensatory hours which may be paid out upon retirement as per the terms of this Agreement (i.e., hour for hour at his 2018 rate of pay).

Section 3: Pay During Leave

Except as provided in this Agreement with respect to payment for leave upon retirement, all leave shall be granted at the Chief's annual salary rate.

Section 4: Scheduling Leave

The Chief shall schedule and utilize his leave at his discretion and based on the needs of the Police Division. Any leave exceeding 10 days must be provided ten days in advance to the Mayor and Business Administrator. Such leave may be denied in extraordinary circumstances at the discretion of the Mayor.

Section 5: Injury Leave

Service-connected injury or illness resulting in the Chief's inability to perform his duties shall result in fully compensated leave in accordance with existing Police Division policy.

ARTICLE 5: HOLIDAYS

Section 1: Designation of Holidays

The following holidays are included in paid leave days. When the Chief is required to work on a holiday he shall be granted an alternative day off in lieu of any additional compensation.

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Juneteenth

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

Section 2: Declaration of Holidays

If a holiday is declared by the President of the United States, or Governor of the State of New Jersey, the Chief shall be entitled to such holidays in addition to the agreed upon holidays established herein.

ARTICLE 6: ASSIGNMENT OF VEHICLE

In his dual role as the Director of the Department of Public Safety and the Office of Emergency Management Coordinator, it is understood that the Chief is on call 24 hours per day, 7 days per week and is required to respond to critical incidents and emergency situations at any time. Therefore, he may use his vehicle as he deems appropriate and with due discretion. He shall be assigned an unmarked police vehicle consistent with State contracted police interceptors or their equivalent.

ARTICLE 7: MEDICAL INSURANCE

The Township shall provide the Chief, his spouse, and eligible children, hospitalization and medical, surgical, dental and prescription insurance coverage under the terms and conditions provided in Article XVII – HEALTH and INSURANCE BENEFITS” of the current FOP/SOA Collective Negotiations Agreement. The Chief agrees to continue to make Chapter 78 contributions for the duration of this Agreement in the percentage as paid as of August 22, 2018.

ARTICLE 8: LEGAL REPRESENTATION AND INDEMNIFICATION

If the Chief becomes a defendant in any action or legal proceeding arising out of a directly related and lawful exercise of his law enforcement authority in the furtherance of his official duties, the Township shall provide him with the necessary means for the defense of such action or proceeding.

If an action against the Chief is criminal, or quasi-criminal in nature (e.g., municipal court), the Township shall reimburse the Chief reasonable legal fees and related costs for the services provided by an attorney which he shall select but which shall be approved by the Mayor. Legal fees shall be limited to the median attorney rates appropriate to Gloucester County. Said payment is conditional upon the Chief being found not guilty.

In all civil actions, the Township or the Township's insurance carrier shall have the right to choose the attorney to represent the Chief and/or Township. Should the insurance carrier notify the Chief that their defense is subject to a reservation of rights or, in other cases where potential liability to the Chief exists, the Township shall permit the Chief to retain an attorney to monitor the case on his behalf. Monitoring functions shall be coordinated with the Township Solicitor and the Township shall reimburse the Chief for the services of the attorney he selected to represent him. The Township's payment for such legal fees shall be limited to the median attorney rates appropriate to Gloucester County.

The obligation to provide a defense shall not apply in disciplinary proceedings instituted against him by the Township or in a criminal proceeding. If any disciplinary or criminal proceeding instituted by or on the complaint of the Township be dismissed or finally determined in favor of the Chief, he shall be reimbursed for the reasonable legal expenses he actually paid for his defense.

Indemnification

The Township shall indemnify where legal to do so and hold the Chief harmless from all liability for all acts committed in the performance of duty when such acts are not willful, malicious, or the result of drunkenness voluntarily induced by the Chief. The Township shall have no duty to indemnify the Chief for punitive damages.

ARTICLE 9: GRIEVANCES

All grievances under this Agreement shall be resolved pursuant to the provisions of Chapter 123 of the Public Laws of 1974 of the State of New Jersey where applicable and pursuant to the final steps (beyond the Chief's step) of the FOP/SOA CBA. The parties further agree that all attempts shall first be made between them to settle any dispute by negotiation and agreement before using the courts for settling any such dispute.

ARTICLE 10: TERMINATION BY TOWNSHIP

This agreement may be terminated by the Township, and the Chief may be dismissed, demoted, and/or reduced in compensation as a result of a willful and continued failure to substantially perform his duties; serious misconduct or gross neglect of duties; intentional criminal acts or any other violation of law that occurs either within or outside the course of his employment with the Police Department; intentional damage to Township assets; intentional disclosure of Township or Police Department confidential information; intentional breach of Police Department Rules and Regulations and/or Washington Township policies; and/or willful conduct that is demonstrably or materially injurious to the Police Department or Washington Township. If such circumstances are alleged to exist, the Township is required to comply with the provisions of N.J.S.A. 40A:14-147.

ARTICLE 11: NOTICES

Any and all notices provided for herein shall be given in writing by registered or certified mail, return receipt requested, addressed in the case of the Township, to the Mayor and Township Solicitor, at 523 Egg Harbor Road, Sewell, New Jersey 08080, and in the case of the Chief, to his residence address.

ARTICLE 12: MODIFICATIONS

No modifications of this Agreement shall be valid unless agreed to, reduced to writing and signed by the parties herein.

ARTICLE 13: WAIVER

No provision of this Agreement shall be waived unless reduced to writing and signed by the parties herein.

ARTICLE 14: APPLICABLE LAW

It is expressly understood and hereby agreed by the parties that this Agreement shall be governed in accordance with the laws of the State of New Jersey as well as the rules and regulations promulgated thereunder.

ARTICLE 15: INVALID PROVISIONS

If any of the provisions of this agreement are held to be invalid or unenforceable, or if any of said provisions are modified at a later time by written agreement of the parties or otherwise, all other provisions shall nevertheless continue in full force and effect. All provisions hereunder maintain independent existence, and no other provision is dependent upon the existence of the other.

ARTICLE 16: ASSIGNMENT

This agreement shall be binding upon and inure to the benefit of the Township and the Chief and their respective heirs, legal representatives, executors, administrators, successors, and assigns: provided however, that neither party may assign nor delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.

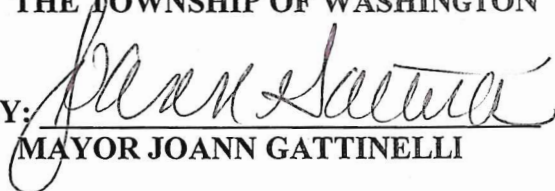
ARTICLE 17: TERM OF AGREEMENT

The term of this agreement shall commence as of January 1, 2021 and shall terminate on December 31, 2024, unless otherwise terminated by either party as provided for herein.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first written above.

THE TOWNSHIP OF WASHINGTON

BY:


MAYOR JOANN GATTINELLI



WITNESS


PATRICK GURCSIK

ATTEST:


CHRISTINE CIALLELLA, TOWNSHIP CLERK