

AGREEMENT
Between
BOROUGH OF HIGHLAND PARK
MIDDLESEX COUNTY

and

P.B.A. LOCAL NO 64

JANUARY 1, 2019 through DECEMBER 31, 2022

Prepared By:

Apruzzese, McDermott, Mastro & Murphy, P.C.
Somerset Hills Corporate Center
25 Independence Boulevard
P. O. Box 112
Liberty Corner, New Jersey 07938
Attorneys for Highland Park

METS SCHIRO & MCGOVERN, LLP
555 U.S. Highway One South
Suite 320
Iselin, New Jersey 08830
Attorneys for PBA Local 64

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Preamble	1
1	Recognition.....	2
2	Collective Bargaining Procedures.....	3
3	Management Rights.....	4
4	Conducting Association Business.....	6
5	Grievance Procedure.....	8
6	Hours of Work and Work Schedule.....	13
7	Overtime/Compensatory Time.....	18
8	Compensation	21
9	Vacations.....	23
10	Holidays.....	27
11	Insurance.....	28
12	Sick Leave	30
13	Bereavement Leave.....	34
14	Termination Entitlement.....	36
15	Clothing Maintenance/Equipment Allowance.....	36
16	Employee Rights.....	37
17	Additional Employee Rights.....	37
18	Federal or State Law	40
19	Bulletin Board	40
20	Mutual Aid.....	41
21	Personnel Files.....	41
22	Outside Employment	42

TABLE OF CONTENTS (continued)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
23	Mutual Cooperation Pledge	42
24	Continuation of Benefits.....	43
25	Separability and Savings	43
26	Association Dues	44
27	Meetings	46
28	Work Incurred Injury	47
29	Fully Bargained Provisions	48
30	Health and Safety	49
31	Term and Renewal/Signatures	50
	Schedule A Base Annual Wage	51
	Schedule B – Holidays	52
	Schedule C – Clothing Maintenance/Equipment Allowance	53



PREAMBLE

THIS AGREEMENT entered into this 11th day of March, 2020 by and between the **BOROUGH OF HIGHLAND PARK**, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and **PBA Local No. 64**, hereinafter called the "Association" or "PBA", represents the complete and final understanding on all bargainable issues between the Borough and the Association.

ARTICLE 1

RECOGNITION

A. The Borough hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, and other terms and conditions of employment.

B. Included in the negotiating unit shall be those Employees of the Borough within the Police Department whose job titles are Sergeant, Detective and Patrolman.

C. Reference to males shall include female Police Officers. Reference to "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular.

ARTICLE 2

COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining with respect to conditions of employment shall be conducted by the duly authorized agents of each of the parties. Unless otherwise designated, the President of the Association shall be the bargaining agent for the Association.

B. Collective bargaining meetings shall be held at mutually convenient times and places at the request of either party.

C. No representative of the Borough shall meet with any member of the bargaining unit other than the authorized representative of the PBA nor shall any member of the bargaining unit, without specific authority by the PBA, meet with the representative of the Borough for the purpose of collective bargaining between the parties without prior notification to the PBA and the Borough of such meeting and without the presence at such meeting of a representative of the PBA designated by the President of the PBA and a representative of the Borough. The aforesaid provisions are not intended to prohibit, restrain, interfere with or affect in any way, the collective bargaining process or labor management relation activities between the parties including, but not limited to, meetings and discussions between authorized representatives of the Borough and the PBA during the term of this Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

A. Except as specified in this Agreement, the Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its Employees.
2. To hire all Employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, their assignments, and to promote and transfer Employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To establish, maintain and amend a code of Rules and Regulations of the Department for the operation of the Department.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States and the Ordinances of the

Borough of Highland Park.

C. Nothing contained herein shall be construed to deny or restrict the Borough in any of its rights, responsibilities and authority under Titles 40 and 40A of the New Jersey Statutes or any other National, State, County or Local laws, statutes or ordinances.

D. The failure to exercise any of the foregoing rights or powers shall not be deemed a waiver of such rights or powers, nor shall the failure to specifically mention a management right herein, which has existed prior to the enactment of this Agreement or which is considered to be a traditional management right, be construed as giving up such right. All management rights, which have existed in the past, are specifically incorporated herein.

ARTICLE 4

CONDUCTING ASSOCIATION BUSINESS

A. The Borough shall grant time off without loss of pay for no more than eighteen (18) days per year to the Legislative State Delegate of the New Jersey State PBA or his designee to attend monthly State, County Conferences, Local No. 64 PBA and scheduled tri-county conferences meetings which require their attendance.

B. The President or his designee shall also be granted necessary time off not to exceed eight (8) days per year time off to conduct Association business as required by the Association. The Administrative Officials of the Borough of Highland Park, or the Chief of Police, shall not deny a reasonable request for time off with pay.

C. The Delegate and the President of the Association may exchange days between themselves so long as the total number of days per year taken off for PBA business by the Delegate and the president does not exceed a total of twenty-six (26) days. Such exchange of days does not require the approval of the Borough, however, the President and the Delegate must both submit a memorandum indicating their approval of the exchange of the day at the same time that the request for the day is submitted.

D. The Borough shall also grant time off without loss of pay as follows:

1. Three (3) Days Alternate 1 for PBA State Convention
2. Three (3) Days Alternate 2 for PBA State Convention

E. The shift taken off for PBA business must be the shift in which the PBA business takes place (as defined in paragraphs A, B & C above), or the shift the Officer is scheduled to work immediately prior to the time the PBA business takes place, or the shift the Officer is scheduled to work immediately after the PBA business takes place.

F. Members of the Association shall be excused from duty without loss of pay to attend all PBA Local No. 64 meetings, provided that such attendance does not require the recall of off-duty Policemen to bring the Police Department up to its proper effectiveness. Time off under this Section shall be granted at the sole discretion of the Chief of Police.

G. The Borough shall permit not more than four (4) members of the Association Negotiating Committee to attend collective bargaining meetings during duty hours without loss of pay. However, said members shall be subject to duty.

ARTICLE 5

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate and practical.

Nothing contained herein shall be construed as limiting the rights of an Employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of any of the provisions of this Agreement or the Borough of Highland Park Police Department Rules and Regulations and may be raised by an individual, the Association, the Association on behalf of and at the request of an individual or group of individuals or the Borough.

The term "grievance" shall also include "minor discipline", which is defined as those circumstances where the disciplinary penalty is forty (40) hours of suspension, or equivalent fine, or any lesser penalty.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

The aggrieved or the Association shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred, or within fifteen (15) calendar days after the grievant or the Association knew, or should have reasonably known of the occurrence and an earnest effort shall be made to settle the differences between the aggrieved Employee or the Association and Captain for the purpose of resolving the matter informally. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO

If no oral agreement can be reached within ten (10) calendar days of the initial discussion with the Captain, the Employee or the Association may present the grievance in writing within ten (10) calendar days thereafter to the Police Chief. Either the Employee, the Association or the Police Chief may require that the hearing be held within ten (10) calendar days after the presentation of the written grievance at this Step which shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract or Rules and Regulations violated and the remedy requested by the grievant. The Chief of Police will answer the grievance, in writing within fifteen (15) calendar days of the receipt of the written grievance or within fifteen (15) calendar days after the date of the hearing if one is so held.

STEP THREE

If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Borough Administrator within fifteen (15) calendar days

of receipt of the answer, if however, the Chief of Police fails to answer as described in Step Two, the Association may appeal in writing to the Borough Administrator within fifteen (15) calendar days of when the answer should have been presented. The Mayor and Council shall be notified of the grievance by the Association representative providing a copy of the grievance to the Borough Clerk. Upon the filing of the appeal, either the Association or the Borough Administrator or his designee may require a hearing to be held within twenty-eight (28) calendar days thereafter. The appeal shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator or his designee shall respond, in writing, to the grievance within twenty-eight (28) calendar days of the submission of the appeal or within twenty-eight (28) calendar days after the hearing, if one is so held.

STEP FOUR

If the grievance is not settled at Step One, Two, or Three, or when the time for a response to the grievance at Step Three has passed, either the Association or the Borough shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. Arbitration must be sought within thirty (30) calendar days of the response at Step Three and the failure to act within thirty (30) calendar days shall be a bar to arbitration. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses shall be paid by the parties incurring same.

D. Arbitration

1. The parties direct the Arbitrator to decide, as a preliminary question,

whether he has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

3. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.

4. Only one (1) grievance at a time or related grievances presenting a single issue may be submitted for consideration by a single Arbitrator. It is specifically understood that one (1) grievance may contain multiple issues.

E. The designated Association representatives shall be permitted as members of the Grievance Committee to confer with Employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of Employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Borough of Highland Park Police Department as determined by the Chief of Police or require the recall of off-duty Employees.

F. The time limits expressed herein shall be adhered to strictly. If any grievance has not been initiated within the time limits specified, or if the grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for

decision at any Step in the Grievance Procedure, then the grievance shall be deemed to have been denied and the Association can proceed to the next Step. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits provided for processing the grievance at any Step in the Grievance Procedure.

G. The Borough Administrator shall have the final decision with references to grievances dealing with the interpretation or application of the Borough of Highland Park Police Department Rules and Regulations, subject to the right of an Employee or the Association to appeal said Borough Administrator's decision by means of legal proceedings in the Courts of this State and of the United States, or before the Public Employment Relations Commission, or, with respect to suspensions of five (5) days or less, before an Arbitrator.

H. It is understood that the Borough may file a grievance concerning the interpretation and application of this Agreement which, if said grievance cannot be amicably resolved through negotiations with the Association and the Borough's representatives, it shall be submitted to arbitration as provided under this Article.

I. An Association representative has the right to be present at any and all Steps of the Grievance Procedure.

ARTICLE 6

HOURS OF WORK AND WORK SCHEDULE

A. Patrol Division Hours of Work. Work hours shall be 6:00AM – 6:00PM and 6:00PM – 6:00AM.

1. Shifts will be staffed in a number as determined by management. Management reserves any and all rights regarding the transfer and assignment of personnel.
2. Management may make temporary reassignments. When the situation causing the change has returned to normal, the officer(s) will be allowed to return to his shift bid assignment, or at the next regular scheduled shift bid process, whichever is sooner.
3. Shift hours to be determined by seniority as per shift bid system, however, management assigns sergeants and officers to a squad. In addition, management reserves the right, in its sole discretion, to assign officers with quantifiable skills to assignments that require such skills.
4. Subject to the provisions of this section, an early officer may be added to each shift, with hours of 5:00 a.m. to 5:00 p.m. and 5:00 p.m. to 5:00 a.m.

B. Patrol Division Work Schedule. The patrol work schedule shall be four (4) consecutive work days comprised of three (3) twelve (12) hour shifts and one (1) six (6) hour shift followed by four (4) consecutive days off. The 6 hour shift will be scheduled as one of the four (4) consecutive days of work. Only one officer per squad will work the six (6) hour day on any given shift day unless manpower permits assigning two officers to the six (6) hour shift. Management shall decide when the six (6) hour day will be scheduled.

C. Power Shift. The Power Shift shall be four (4) consecutive days of 10.5 hour days followed by four (4) consecutive days off. Power shift contingent on adequate departmental staffing of the patrol squads. Power shift does not count towards minimum staffing. Sergeants not eligible to bid for the "power shift."

D. Each Officer shall have at least twelve (12) consecutive hours off duty after a tour of twelve (12) hours unless otherwise mutually agreed by the parties hereto, except in case of emergencies as defined in N.J.S.A. 40A:14-134.

E. Any assignment as specified in Section B or C, with management approval, that was commenced within the Employee's tour of duty and extends past the Employee's regular tour of duty, shall be subject to **Article 7 - Overtime**.

F. There will be a Shift Bid System for Patrol Officers and Sergeants in the Patrol Division. Bids will be held twice per year, on or about the 15th of September for the six (6) month period January through June and on or about the 15th of March for the six (6) month period July through December. Bids for prime vacation will be conducted to coincide with these shifts, on or about the 15th of November and on or about the 15th of May.

G. Bids shall be reviewed and shift assignments based on seniority, except those Officers with quantifiable skills shall be assigned at management's discretion.

H. Shifts will be staffed in number as determined by management. Management reserves any and all rights regarding the transfer and assignment of personnel.

I. Each Officer shall attend two (2) Training Days annually as scheduled by management. Training Days shall not exceed ten (10) hours in duration. Training conducted while on duty shall not count toward the two (2) Training Days. There will be no compensation or comp time for these Training Days. Management retains the right to change days off to facilitate training, subject to notice.

Effective January 1, 2017, twice annually the Department will have Training Days to be used for bi-annual firearms qualifications and related training. Officers not assigned

17

to the Patrol Division will schedule their Training Days during their normal work schedule. Officers assigned to the Patrol Division will attend this training during their regular time off at the Department's option, and if so, shall be compensated with a 6 hour day off. This day off must be scheduled within two (2) months of the Training Day and cannot cause staffing to go below minimum manpower.

J. Officers working the night shift shall comply with the following:

1. Management may alter assigned shifts for twelve (12) Court dates to be scheduled throughout the year for these Officers. For those assigned dates, scheduled Officers shall alter their shift and shall be available for Court. Management retains any and all rights regarding scheduling these dates.
2. There shall be no comp or overtime for these shift adjustments.
3. For Court appearances that fall outside normal shifts or altered shifts, Officers shall be compensated with comp time at time and one-half (1¹/₂); said time shall be subject to the four (4) hour minimum.

K. Management may make temporary reassignments. When the situation causing the change has returned to normal, the Officer(s) will be allowed to return to his shift bid position or assignment, or at the next regular scheduled shift bid process, whichever is sooner.

L. Newly hired Officers will participate in the shift bid process commencing one

(1) year (three hundred sixty-five (365) days) from the completion of their FTO program. If the Officer's year ends December 15th through January 15th, or June 15th through July 15th they shall participate in that shift bid process. Otherwise, if the Officer's year ends between shift bids he shall remain on one shift until the next bid process.

M. Management and PBA representatives will meet periodically to review the shift bid program. Issues will be discussed and ideas to solve issues will be presented. Any modification shall be in writing and subject to mutual agreement.

N. Management reserves all rights pertaining to day to day operations of the Department.

O. The Department, consistent with paragraph Q herein will schedule the Detectives work hours consistent with a 4 day work week and account for RDO days such that total hours worked for Detectives in a given year equates to 1914 hours.

P. Reversionary Clause. The 4-4 schedule shall remain in place for a minimum of six (6) months during which time the Borough and the PBA shall evaluate the effectiveness, efficiency and cost of this schedule. At the end of six (6) months, either the Borough or the PBA has the right to revert back to the 5 on 3 off schedule. The party requesting reversion back to the old 5-3 schedule will give the other party at least 30 days' notice of the decision to change back to the 5-3 schedule.

1. The goal of the 4-4 Schedule is to reduce the costs associated with excessive sick time. Therefore, there must be a mechanism in place that guarantees that this goal is met. After the first six (6) months of the 4-4 schedule, and if the 4-4 schedule remains in place, the Union shall meet with the Chief of Police, Borough Administrator and CFO every quarter (3 months) to

determine the overall cost associated with this new schedule, which shall include a review of sick time usage and overtime being paid out by the police department in reference to manpower shortages created by this new schedule.

2. After the first six (6) months, and if the 4-4 schedule remains in place, the Borough will review the costs of the schedule quarterly. If, upon review of the costs of the 4-4 schedule, the Borough determines, in its sole discretion, that the costs exceed the benefit of the 4-4 schedule and the 5/3 schedule is less costly in terms of sick time usage and overtime being paid out due to manpower shortages because of sick time or other contractual benefit time, then the Borough has the right, upon 60 days' notice to the Union, to revert back to the 5/3 schedule.

Q. Officers not assigned to the Patrol Division shall work four (4) consecutive days on duty of 9.20 hours in duration, followed by three (3) consecutive days off duty. The consecutive workdays shall be Monday through Thursday, or Tuesday through Friday. An officer may be assigned to a different schedule upon mutual agreement between the officer and the Chief, or his designee. In addition, the Chief may change the schedule of such an officer based on the needs of the Department by providing 96 hours' notice. Shift hours and days off shall be bid by seniority. Bids shall be twice per year, on or about September 15 and March 15.

ARTICLE 7

OVERTIME/COMPENSATORY TIME

A. Patrol Division. All permanent full-time Police Officers shall receive overtime pay at the rate of one and one-half (1.5) times the Officer's regular rate of pay for all work in excess of twelve (12) hours in a day, or more than six (6) hours on their six (6) hour shift day.. For officers who work the Power Shift, overtime will be paid for all work in excess of ten and a half (10.5) hours in a day Notwithstanding the above limitations, for the purpose of calculating overtime eligibility as set forth herein, sick time shall not count as hours worked. To determine if an officer who uses sick time is eligible for overtime, a 14 day cycle of 84 hours shall be used. If an officer uses sick time and has not worked or been paid for 84 hours as a result of the use of sick time during the 14-day work cycle, he shall not be eligible for overtime until he works or is paid for 84 hours, exclusive of any pay received for the sick day. The 14-day cycle shall commence at 12:00 a.m. Sunday, and end at 11:59 p.m., 14 days later on the second Saturday.

The base hourly rate for computation of overtime shall include all regular compensation. "Regular compensation" shall be defined as base salary and longevity only. The overtime rate shall be calculated on 1914 hours of work per year.

B. Detective Bureau. All permanent full-time Police Officers assigned to the Detective Bureau shall receive overtime pay at the rate of one and one-half (1.5) times the Officer's regular rate of pay for all work in excess of 9.20 hours in a day, exclusive of any sick time taken during the 14-day work cycle as set forth in paragraph A.

C. Scheduled tours of duty shall not be changed unless five (5) days

advance notice is given, except in cases of emergency as defined in N.J.S.A. 40A:14-134.

D. Overtime shall also be paid for all work performed on a regular day off (R.D.O.) as is defined by the posted work schedule, exclusive of any sick time taken during the 14-day work cycle as set forth in paragraph A.

E. An Employee called back to work after the completion of his regular shift shall be guaranteed a minimum of four (4) hours work or pay in lieu thereof.

F. When possible, all overtime duty shall be given on a rotating seniority basis, except when a situation arises where immediate manpower is needed.

G. All accrued compensatory time prior to 1989 shall be payable at termination of employment as money or leave with pay. Accrued compensatory time will be paid as follows:

1. Thirty (30) days [two hundred forty (240) hours] (being the earliest time) at the highest salary attained by the Officer during his period of service with the Highland Park Police Department.
2. All other time paid at the highest salary obtained by the Officer during the year in which the compensatory time was earned.

H. At the Employee's discretion overtime may be taken either as pay or in the form of compensatory time with the following conditions:

1. No greater than a bank of forty (40) hours of compensatory time may be accumulated by an individual Employee. After forty (40) hours are accumulated, all overtime earned will be compensated in monetary pay. Effective January 1, 2013,

compensatory time may be accumulated by an individual employee up to one hundred (100) hours.

2. Compensatory time may be fractured into half (1/2) hour blocks.
3. Compensatory time may be taken at any time, including during a working tour of duty.
4. Compensatory time may not be carried over to the following year unless approved by the Chief of Police. Requests shall be made to the Chief in writing. All compensatory time, which is not used, may be carried over or converted into money. Under no circumstances can more than twenty (20) hours of compensatory time be carried over to the following year. However, under no circumstances can more than twenty (20) hours be converted into money during the month of December.
5. Compensatory time may not create a manpower shortage at the time requested.
6. All compensatory time accrued will be calculated at a rate of time and one-half (1-1/2).

I. Officers working the 12 hour work schedule shall not be ordered to work any overtime during the 12 hours immediately preceding or following a vacation or a personal day, except in case of emergency.

ARTICLE 8
COMPENSATION

A. Officers at top pay and Sergeants shall receive increases in base pay as follows:

Effective and retroactive to January 1, 2019 – 2.0%

Effective and retroactive to January 1, 2020 – 2.0%

Effective January 1, 2021 – 2.5%

Effective January 1, 2022 – 2.5%

Schedule A and Schedule A-1 shall be replaced with the Salary Guide annexed hereto as Schedule A, which sets forth the base annual salaries for employees covered by this Agreement. Officers not at top step shall move horizontally on January 1 of each year and vertically on their anniversary date, which shall be retroactive, if applicable.

B. Step increase shall be payable to Officers on each succeeding anniversary date of their initial date of entry on duty as established by the administration of the Officer's oath of office. In addition to the foregoing salaries there shall be paid the following amounts as a shift differential: Fifty Cents (\$0.50) per hour on the night shift only, defined as the 6:00PM – 6:00AM shift, for time actually worked during said night shift and which amount shall be payable monthly. Employees hired on or after January 1, 2016 shall not be eligible for the shift differential.

C. Any Employee appointed and actually serving in an acting capacity in any



acting position created by Management shall receive seventy-five percent (75%) of the additional compensation difference for that position.

D. There shall be a Three Hundred Dollar (\$300.00) annual payment for all Employees who attain and maintain EMT Certification.

E. Newly hired officers required to complete Academy training shall remain in the Academy Step until successful completion and graduation from the Academy, at which time the officers will move to Step 1, where they will remain for one full year before moving to the next Step. The start of Step 1 shall constitute the officer's anniversary date for Salary Guide movement.

F. Effective January 1, 2020, any officer certified as a drug recognition expert (DRE) shall receive an annual stipend of \$300. This stipend shall be paid in December of each year.

G. Officers shall receive two (2) hours of cash payment or compensatory time, at the officer's option, for each day or partial day that they serve as a Field Training Officer (FTO) or who train a new officer even if not designated as FTO.

H. The parties have agreed to eliminate Article 9, Longevity. Any employee currently receiving Longevity payments in addition to base pay shall continue to receive such payments as part of their pensionable base pay. All employees currently receiving such payments have reached the \$4,000 cap.

ARTICLE 9

VACATIONS

A. Annual vacations shall be granted as follows:

<u>Years of Service</u>	<u>Vacation Days</u>
Hiring Date to End of First Year	4 hours for Each Month of Service
Beginning Second Year through End of Fifth Year	80 Hours
Commencement of Sixth Year	88 Hours
Commencement of Seventh Year	96 Hours
Commencement of Eighth Year	104 Hours
Commencement of Ninth Year	112 Hours
Commencement of Tenth Year	120 Hours
Commencement of Eleventh Year	128 Hours
Commencement of Twelfth Year	136 Hours
Commencement of Thirteenth Year	144 Hours
Commencement of Fourteenth Year	152 Hours
Commencement of Fifteenth Year And Over	160 Hours

B. Vacation pursuant to Paragraph A will be determined as follows for Employees hired prior to January 1, 1986.

An employee's anniversary date will be January 1st of the same year the Employee was hired, regardless of the month the Employee commenced employment. This definition of anniversary date is only applicable to Paragraph A of this Article.



C. All Employees hired after January 1, 1986 will have the following anniversary dates for the purpose of Paragraph A only:

1. Date of hire February 1st through July 31st, shall have the anniversary date of July 1st of the same year.
2. Date of hire August 1st through January 31st, shall have the anniversary date of January 1st occurring during the same time period.
3. The one (1) year anniversary for vacation purposes for these Employees will be one (1) year after either the July 1st or January 1st referred to in subparagraph C.1 or C.2 above.
4. All Employees with a July 1st anniversary date pursuant to Paragraph C.1 of this Article will be granted allotted vacation time pursuant to Paragraph A on a fifty-fifty (50-50) prorated basis for in-between steps of the Schedule. For example, if an Officer is between ninety-six (96) and one hundred and four (104) hours of vacation for the calendar year, the Employee will enjoy one hundred (100) hours for that calendar year.

D. Two (2) members on the same squad shall be permitted to take vacation leave at the same time subject to approval by the Police Chief.

E. Officers shall be required to notify the Chief of Police or his designee on or about the 15th of November for the first six (6) months of the next calendar year, and on or about the 15th of May for the second six (6) months of the year for which he is requesting his primary vacation. The Officer's primary vacation period shall consist of a combination

of eight (8) hours up to eighty (80) hours consecutive and inclusive. Conflicts will be resolved by seniority. Work schedules of six (6) months duration will be posted thirty (30) days prior to submission deadline. Each Police Officer shall be permitted to take vacation time during the entire calendar year, said vacation being subject to previous report directives regarding notice and subject to the approval of the Chief of Police. Vacation days can be used in whole day or half-day increments, up to a maximum of eighty (80) hours at one time requested by the officer, provided that five (5) days' notice of the request is given to the Chief of Police, or his designee. An officer shall give 96 hours' notice to use vacation in a half or single day increment. Less notice may be provided if the shift will not fall below minimum manpower. After June 1, vacation selection shall be on a first-come-first-serve basis.

F. Vacations shall be available at any time from January 1st to December 31st subject to the approval of the Chief or his designee.

G. Vacations shall be taken at such time or times as the best interests of the Borough and its efficient administration will allow.

H. No more than eighty (80) hours of vacation allowance may be taken at one time unless approved in advance by the Chief of Police.

I. Vacation leave shall not be cumulative. However, where in any calendar year the vacation or any part thereof is not granted by reason of pressure of Borough business, such vacation period or parts thereof not granted shall accumulate and shall be granted by the Chief of Police during the next succeeding calendar year only. The fact that vacation leave or any part thereof was not granted by reason of pressure of Borough business must be so certified by the Chief of Police or his designee in writing no later than January 31 of the year following the year the vacation time was earned. A maximum of



sixty (60) vacation hours may be carried to the following year with the Chief's approval.

J. 1. In addition to the vacation time provided by paragraphs A through I of Article 10, an Officer shall be entitled to thirty-two (32) hours of personal time.

2. Personal time may be used only during the calendar year in which earned and may be taken consecutively. Officers shall not be entitled to be reimbursed for personal time not used. However, officers who are unable to use personal time because of Borough business shall have the option of cashing-in unused personal time or carrying them into the next calendar year.

3. Officers desiring to take personal time shall give forty-eight (48) hours advance notice in writing to the Chief of Police, if possible.

4. Officers shall be allowed to use personal time in one-half or full day blocks.



ARTICLE 10

HOLIDAYS

Effective January 1, 2003, holiday pay is included in base salary as set forth in Article 8, Paragraph A. The specific holidays set forth on Schedule B annexed.



ARTICLE 11

INSURANCE

A. The Borough agrees to continue to provide the State Health Benefits Plan health insurance and pay the premium for NJDIRECT15 or any other SHBP plan of a lesser premium than the NJDIRECT15, plus the current dental plan, for all officers covered under this Agreement and their dependents. Officers who select a plan that is more expensive than the NJDIRECT15 will pay the difference in the premium between the NJDIRECT15 and the plan selected. The co-pays associated with the plan selected by the Officer, in addition to the contribution required in paragraph A.1. of this Article, remain the responsibility of the Officer.

1. Effective January 1, 2012, all Officers shall be required to contribute towards the cost of the premium for medical insurance and prescription coverage provided under this Article pursuant to Public Law 2011, Chapter 78, and in no instance will the contributions for medical insurance and prescription coverage received under this Article be less than 1.5% of his/her salary.

B. The Borough may change insurance carriers at its option, provided substantially similar benefits are provided and provided further that thirty (30) days' prior notice is given to the Union.

C. An Employee, upon retirement, and at his own expense, shall be permitted to continue all insurance coverage in effect as set forth above.

D. The Borough will provide a prescription drug program for the Officers and their families. Officers are responsible to pay the co-pays required by the prescription



plan.

E. The Borough will implement an eyeglass reimbursement program as follows:

All full-time Employees shall be covered by a vision care program at the Borough's sole cost and expense. Each Employee shall be entitled to two (2) reimbursements per year. The total reimbursement for each Employee shall be equal to the amount reimbursed to other Borough employees for eyeglasses or One Hundred and Fifty dollars (\$150) per year, whichever is greater. The reimbursement is limited to lenses and/or frames, or contact lenses, but excludes examination fees. The Employee shall receive a reimbursement within forty-five (45) days of the furnishing of a written receipt for eligible costs incurred.



ARTICLE 12

SICK LEAVE

A. Sick leave shall be defined as an Employee's absence from duty because of illness, injury or exposure to contagious disease, or to care for a member of the officer's immediate family as defined in Article 14, Paragraph A.2. Sick leave can be used in whole or half (1/2) day increments. Any Employee absent due to sick leave with proper verification shall not be required to engage in "light duty" work unless the Employee's doctor states that the Employee is able to engage in such work.

B. Full-time Employees shall be entitled to one hundred and twenty (120) hours of sick leave each year. Unused sick time in any given year shall be carried over and added to the next year's sick leave entitlement. There shall be no charge against an Employee's sick leave for absence due to a job-related injury.

1. Employee shall be charged hour for hour non-job related illness or injuries resulting in absence from work.

2. For long-term non-job related illness or injuries, Employees will be charged as follows: for the first one hundred and twenty (120) consecutive hours absent, sick time will be charged hour for hour. For the one-hundred and twenty-first (121) hour and thereafter, employees will be charged one (1) hour of sick time for each three (3) hours of absence for up to one (1) year from the date of injury or illness. In the event an employee exhausts his/her sick time prior to the end of the one year limitation, the Borough, in its sole discretion, may grant the PBA or the employee's request to use vacation, personal or compensatory time on the same one (1) for three (3) basis as above for the remainder of the one (1) year limitation, however, the

Borough's decision in this regard shall not be subject to arbitration but may be grieved.

Employees who have been on sick leave pursuant to this Section must return to work for six (6) months in order to receive the full benefit of sick leave charged at the rate of one (1) hour for each three (3) hours of absence after the one-hundred and twenty-first (121) hour of absence for up to one year. If an employee returns to work for less than six (6) months, and requires additional sick leave for long-term, non-job related injury or illness, he or she will be charged sick time at one (1) hour for each three (3) hours of absence until the initial one (1) year period is exhausted. Any additional sick time will be charged hour for hour. Sick time in excess of one continuous year shall be without pay.

3. This section applies to any long-term illness or injury that occurs per calendar year. Any illness or injury that carries over to the following year will be counted toward the year in which the illness began. Example: an Officer becomes ill in October and returns to work in January. If that Officer becomes ill again later in that second calendar year, the Officer will be charged sick leave hour for hour for one-hundred and twenty (120) hours, and then be charged one (1) hour for every three (3) hours of sick leave for up to one year provided the officer has returned for more than six (6) months.

4. If an employee with a long term illness or injury has used one-hundred and twenty (120) hours of sick leave on an hour for hour basis and after returning to work for more than six (6) months, becomes injured or ill again in the same calendar year, sick leave will be charged one (1) hour for every three (3) hours for up to one year from the date the second injury or illness began and will

not be required to use one-hundred and twenty (120) hours of sick leave.

C. 1. Employees shall be entitled to a buyout of one (1) hour for every three (3) hours of unused sick time accumulated at retirement after twenty (20) years of service with the Borough or departure after twenty (20) years of service with the Borough or death after fifteen (15) years of service with the Borough. The buy out compensation amount shall be computed on the basis of the Employee's salary in his last twelve (12) months of service. There will be no cap or maximum on the buy out amount as long as the buy out formula remains at three (3) to one (1). Example: Officer has 300 hours of accumulated sick time. The officer is eligible for a buy out of 100 hours of unused sick time.

2. Employees hired after May 21, 2010 shall be entitled to a buyout of one (1) hour for every three (3) hours of unused sick time accumulated to a maximum of \$15,000 on retirement after 25 years of service in PFRS.

D. An Employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Borough. Abuse of sick leave may be cause for disciplinary action.

E. An Employee absent on sick leave shall report his absence at least one (1) hour prior to the start of his shift except where emergent circumstances would prevent the Employee from doing so. In those circumstances, the Employee shall report his absence as promptly as possible.

F. The Borough may require proof of illness on sick leave whenever such requirement appears reasonable. However, all Employees are required to furnish proof of illness whenever the Employee is absent on sick leave for a period of three (3) or more consecutive working days.

G. Employees with a qualifying FMLA event may elect to use accrued time (sick, vacation, personal, and comp time) for their own injury or illness to run concurrent with FMLA leave, or in lieu of FMLA. In any other qualifying event under the FMLA or NJFLA, employees may elect to use accrued time (vacation, personal and comp time) to run concurrent with FMLA or NJFLA leave, or in lieu of FMLA/NJFLA. Alternatively, employees may elect to take unpaid leave for qualifying events under the FMLA or NJFLA. If any event qualifies under both the FMLA and NJFLA, the leave, paid or unpaid, shall run concurrent under both statutes, unless the employee foregoes the protection of the FMLA/NJFLA.

H. Any officer who does not use sick time in a calendar year shall receive sixteen (16) hours of personal time to be used in the next year in accordance with Article 10.J.

ARTICLE 13

BEREAVEMENT LEAVE

A. Members shall be granted time off without deduction from pay or reduction of compensatory time due to the following requests:

1. All full-time employees shall receive a maximum of three (3) paid working days leave in the event of the death of an employee's son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law or the employee or his spouse's grandparents or grandchildren. For the death of an immediate family member of an employee, the employee shall receive up to five (5) paid working days' leave. For the death of an employee's aunt or uncle, the employee shall receive one (1) paid working day of leave.

2. Immediate family means an employee's spouse, parent, child, brother, sister, step-parent and step siblings.

3. Time off granted under this Article shall not be deducted from any other time off or benefits owed to the Police Officer.

B. An Employee may be granted one (1) working day leave of absence with full pay for the day of the funeral, wake or memorial service of a relative not enumerated in Section A, or a person who had an unusually close relationship with the Employee. Such leave is subject to the approval of the Police Chief or his designee.

C. Time off under this Article shall be taken between the date of death and the day after the funeral, or another time directly to making arrangements necessitated by the death, as approved by the Chief of Police or his designee. However, any leave under this



subsection must be taken within ten (10) calendar days of five (5) consecutive work days of the date of death, the funeral, wake or memorial service, whichever is longer.

10

ARTICLE 14

TERMINATION ENTITLEMENT

Unless an employee is terminated for cause, upon termination of employment, and subject to the requirements of Article 13, an employee shall be paid pro-rata all accrued benefits for which he has not been previously compensated. All employees, regardless of reason for separation of employment, shall be paid all accrued and unused compensatory time.

ARTICLE 15

CLOTHING MAINTENANCE/EQUIPMENT ALLOWANCE

A. Employees in their first year of service shall receive clothing and equipment pursuant to the Borough's past practice. A list of clothing and equipment to be provided is annexed at Schedule C. Clothing allowance for all employees at Step 2 or above is provided in base salary.

B. Clothing lost, destroyed or damaged by the negligence of the Employee shall be replaced by the Employee at his own expense.

C. A schedule of permissible equipment, clothing, *etc.*, will be issued by the Chief of Police.

D. The Borough will provide bullet proof vests at no cost to the Officers, pursuant to the Borough's past practice.

ARTICLE 16

EMPLOYEE RIGHTS

The Borough agrees to confer upon all Employees those rights granted to said Employees under the laws of the State of New Jersey and the Constitution and other laws of the United States.

ARTICLE 17

ADDITIONAL EMPLOYEE RIGHTS

A. The Employee shall have the right at all times to refuse to take a polygraph or other lie detector test and shall have the right to refuse to testify at their disciplinary hearing without fear of Department discipline as a result of such refusal.

B. The Borough shall render decisions within three (3) months after the close of a disciplinary hearing concerning an Employee. This section shall be prospective in application only and shall not apply to charges brought prior to the execution of this contract.

C. When a complaint is either anticipated or filed against an Employee, they shall not be required nor shall they be instructed to make a report concerning this subject matter prior to any interrogation. This shall not relieve the Officer from their responsibilities to file routine reports required in the course of their duties.

D. In an effort to insure that Departmental investigations are conducted in a manner which is conducive to good order and discipline, the Attorney General's Guidelines are incorporated herein and the following rules are hereby adopted:

1. The interrogation of a member of the PBA shall be at a reasonable hour, preferably when the member of the PBA is on duty,

unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the Borough. Usually it will be at the office of the Borough or the location where the incident allegedly occurred.

3. The member of the PBA shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the PBA is being interrogated as a witness only, they should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the PBA shall not be subject to any offensive language, nor shall they be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. If he so requests, an officer, who is a target, may have a PBA representative and/or an attorney present at the interview and shall not be required to answer any questions until said representative and/or attorney arrives. If an officer requests representation, it shall not delay the interview by more than 24 hours.

7. In cases other than Departmental investigations, if a



member is under arrest or if they are a suspect or the target of a criminal investigation, they shall be given their rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Borough or its officers of the ability to conduct the routine and daily operations of the Department.

9. Except as mandated by the Attorney General's Law Enforcement Drug Testing Policy, no Employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one (1) of the two (2) circumstances exist: (1) Where the Borough has probable cause to suspect that there is a job-related individualized impact with respect to the specific Employee being tested; and (2) Where the urinalysis or blood testing is done as part of a *bona fide* annual physical examination which is done for the entire Department.

10. Under no circumstances shall the Borough offer or direct the taking of a polygraph or voice print examination by this Agreement.

11. Under no circumstances shall an Employee be subject to any charge whatsoever after forty-five (45) days. The forty-five (45) day period shall be calculated consistent with N.J.S.A. 40A:14-147.

12. Employees shall not be suspended or suffer any loss in benefits until after the Employee has had a Departmental

hearing and has been found guilty, except in cases of severe nature where the suspension of the Employee is required for the safety and welfare of the public or the Borough. If the suspension is immediate, then a Departmental hearing shall take place as soon as possible.

13. If the investigation of any complaint against an Officer by a citizen indicates that the complaint was false or malicious, the Police Department shall charge said complainant under N.J.S.A 2C:28-4b(2).

ARTICLE 18

FEDERAL OR STATE LAW

Nothing in the Agreement shall be interpreted to deprive any rights guaranteed to either the Borough or Employee by Federal, State and Local law.

ARTICLE 19

BULLETIN BOARD

A. The Borough shall designate one (1) bulletin board exclusively for the use of the Association for official business. Matters to be posted must be expressly approved prior to posting by the PBA President or his designee.

B. Management may remove anything from the bulletin board it deems inappropriate after consulting with the PBA President or his designee.

ARTICLE 20

MUTUAL AID

A. Officers on-duty, while rendering aid to another community while acting under lawful authority beyond the Borough's territorial limits, shall be covered by Workman's Compensation and Liability insurance and pension as provide by State Law.

B. Officers, while acting in their capacity as a Police Officer on off-duty hours in the jurisdiction of the State of New Jersey, shall be fully covered by Workman's Compensation, Liability Insurance and pension.

ARTICLE 21

PERSONNEL FILES

A. All personnel files are maintained in the Office of Human Resources and upon approval of the Borough Administration, with notice to the Chief of Police, an officer may review their individual file. Any such request shall not be unreasonably denied.

B. No law enforcement agency shall insert any adverse material into any file of the Officer, unless the Officer has had an opportunity to review, sign, receive a copy of and comment in writing upon the adverse material, unless the Officer waives these rights.

C. The Officer shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and any such response shall also be placed in the Officer's individual personnel file.

D. The accrual of time-related benefits under this Agreement for each officer, including compensatory time, and each employee's attendance at work shall be maintained by the Office of Human Resources.



ARTICLE 22

OUTSIDE EMPLOYMENT

A. An Employee may accept and be employed in any occupation during his off-duty hours, providing such occupation is not in violation of any Federal, State or Local law, and providing that such occupation does not cause a conflict of interest with his job as a Police Officer. Officers so desiring outside employment shall provide an emergency phone contact.

ARTICLE 23

MUTUAL COOPERATION PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Department and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in 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 an Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Officer's duties or employment), work stoppage, slowdown, walkout or other job action against the Borough.

C. The Association agrees that it will direct all such members who participate in such activities to cease and desist from the same immediately and shall instruct them to return to work.

D. In the event of a strike, slowdown, walkout or other job action, the Borough

is entitled to take appropriate action.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough or the Association in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity or injunction or damages, or both, in the event of such breach by the Association or its member, or the Borough.

F. No lockout of Employees shall be instituted by the Borough during the term of this Agreement.

ARTICLE 24

CONTINUATION OF BENEFITS

All benefits and terms and conditions of employment presently enjoyed by Employees hereunder that have not been included in this contract shall be continued in full force and effect.

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. In the event any provision of this Agreement or an application of this Agreement to any Employee or group of Employees is determined invalid as set forth above, the parties agree to meet within a reasonable period of time to renegotiate provisions replacing said invalid provisions.

ARTICLE 26

ASSOCIATION DUES

A. Dues Deductions

The Borough agrees to deduct Association dues from the salaries of its employees, subject to this Agreement. Association dues shall be in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Association. The Borough shall remit all amounts so deducted to the Secretary-Treasurer of the Association on a monthly basis.

B. Authorization

The Authorization 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.

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.

C. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the PBA will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for the membership year. The representation fee to be paid by non-member will equal to eighty-five percent (85%) of that amount.

2. Legal Maximum

In order to adequately offset the *per capita* cost of services rendered by the PBA as the majority representative, the representation fee has been set at eighty-five percent (85%) of that amount solely because that is the maximum presently allowed by law.

C. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the PBA, a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such Employees.

D. The PBA shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards as furnished by the PBA to the Borough or in reliance upon the official notification on the letterhead of the PBA and signed by the President of the PBA, advising of such changed deduction.

ARTICLE 27

MEETINGS

A. All Officers will be required to attend, two (2) meetings or inspections per year totaling a maximum of not more than two and one-quarter (2.25) hours per year so long as there is at least five (5) days advance notice and the meetings are conducted one (1) hour prior to or after or at the shift change. Meetings will not be scheduled during the months of December or January. Persons on bereavement, vacation, sick leave or other absence pre-approved by the Chief in his sole discretion are excluded.

B. Exclusive of Paragraph A, all Employees shall receive overtime pursuant to Article 7 of this Agreement for any Departmental meetings held.

ARTICLE 28

WORK-INCURRED INJURY

A. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

B. The Employee shall be required to present the Borough with medical evidence from his/her treating physician that he/she is unable to work, the probable duration of the employee's inability to work, and a prognosis that the employee will be able to return to full duty. The Borough may request updates from the employee's physician from time to time.

C. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

D. For the purpose of this Article, injury or illness incurred while the Employee is attending a Borough sanctioned training program shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an

5

appeal therefore, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties. However, the Borough and the Employee shall attempt to arrange the Employee's work schedule so that any such treatment or rehabilitation occurs during the Employee's off-duty hours.

ARTICLE 29

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.



ARTICLE 30

HEALTH AND SAFETY

The Borough is responsible for maintaining a healthful and safe work environment. The Borough will make all reasonable efforts to maintain its facilities in accordance with health and safety objectives, including providing reasonable temperature and humidity levels in all Police Department facilities.

10

ARTICLE 31

TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 2019 except where another date is indicated in this Agreement and shall remain in effect to and including December 31, 2022 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement

PBA LOCAL NO. 64

By: 
PBA PRESIDENT


By: 
PBA DELEGATE

By: 
PBA RECORDING SECRETARY

Dated: 3/11/2020

**BOROUGH OF HIGHLAND PARK
MIDDLESEX COUNTY, NEW JERSEY**

By: 
MAYOR

By: 
BOROUGH CLERK

Dated: 3/12/2020

SCHEDULE A

BASE ANNUAL WAGE

	1/1/2019	1/1/2020	1/1/2021	1/1/2022
Academy	\$ 36,057	\$ 36,057	\$ 36,057	\$ 36,057
1st year	\$ 44,375	\$ 44,449	\$ 44,449	\$ 44,449
2nd year	\$ 50,966	\$ 52,841	\$ 52,841	\$ 52,841
3rd year	\$ 57,557	\$ 61,233	\$ 61,233	\$ 61,233
4th year	\$ 64,148	\$ 69,625	\$ 69,625	\$ 69,625
5th year	\$ 70,700	\$ 78,017	\$ 78,017	\$ 78,017
6th year	\$ 77,328	\$ 86,409	\$ 86,409	\$ 86,409
7th year	\$ 83,919	\$ 94,801	\$ 94,801	\$ 94,801
8th year	\$ 90,510	\$ 103,193	\$ 103,193	\$ 103,193
9th year	\$ 97,100	\$ 111,585	\$ 111,585	\$ 111,585
10th year	\$ 103,691	\$ 119,977	\$ 122,977	\$ 126,052
11th year	\$ 117,625			
Sgt	\$ 126,791	\$ 129,327	\$ 132,560	\$ 135,874

6

SCHEDULE B

HOLIDAYS

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

SCHEDULE C

EQUIPMENT

Two (2) Long Sleeve Poly/Rayon Dark Navy Shirts
Two (2) Short Sleeve Poly/Rayon Dark Navy Shirts
One (1) Spievak (Comparable) Winter Coat
Five (5) Highland Park Shoulder Patches
Five (5) Reverse American Flag Sewn On
Two (2) Pair of Uniform Pants with Gold Wool Strip
One (1) Ansi Rated Raincoat
One (1) Rain Cap Cover
One (1) Trooper Hat
One (1) Metal Front Strap for Trooper Hat
One (1) Leather Hat Top Strap
Three (3) Navy Clip-on Ties
One (1) Pair Slush Boots
One (1) Pair Bates Boots #2261 (Comparable)
One (1) Safariland Velcro Trouser Belt
One (1) Safariland Velcro Duty Belt
One (1) Safariland Handcuff Case
Four (4) Safariland Hidden Snap Belt Keeper
One (1) Safariland OC Holder
One (1) Safariland Double Magazine Pouch
One (1) Safariland Gun Holster
One (1) Safariland Radio Holder
One (1) Monadnock Autolock Expandable Baton 21"
One (1) Monadnock Baton Holder
One (1) Peerless Handcuffs
One (1) Radio Earpiece