

**AGREEMENT BETWEEN**

**BOROUGH OF PENNS GROVE**

**and**

**PENNS GROVE POLICE ASSOCIATION  
FRATERNAL ORDER OF POLICE LODGE 6**

**an affiliate of**

**FRATERNAL ORDER OF POLICE-NEW JERSEY LABOR COUNCIL**

**JANUARY 1, 2021 through DECEMBER 31, 2024**

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**Preamble**

THIS AGREEMENT, made this 5<sup>th</sup> day of July, 2022, by and between the Borough of Penns Grove, a Municipal Corporation with offices at 1 State Street, Penns Grove, Salem County, New Jersey, hereinafter referred to as the "Borough" or "Employer", and Penns Grove Police Officer's Association of Salem County Fraternal Order of Police Lodge No. 6 (FOP), an affiliate of the Fraternal Order of Police-New Jersey Labor Council, hereinafter referred to as "Employee" or "FOP".

**Article 1 – Recognition**

The Borough hereby recognizes the Penns Grove Police Officers Association of Salem County Fraternal Order Lodge 6, an affiliate of the Fraternal Order of Police-New Jersey Labor Council, as the sole and exclusive representative of the Patrolmen, Corporals, Sergeants and Investigators of the Penns Grove Police Department for the purpose of collective negotiations with respect to terms and conditions of employment.

This Agreement shall not apply to Lieutenants and the Chief of Police or Director of Public Safety.

**ARTICLE II – Maintenance Of Standards  
Employee And Management Rights**

Section 1:

The rights of both the Borough and FOP shall be respected, and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

Section 2:

Employees shall retain all civil rights under New Jersey State and Federal Law. No employee, however, shall be disciplined or discharged without just cause according to the New Jersey Attorney General Guidelines and Policies and those of the Penns Grove Police Department. Any such disciplinary or discharge proceedings, any complaint shall be processed in accordance with the law. Any employee shall have the right to counsel at any such hearing at their own expense, and in accordance with the law.

Suspensions: Any member suspended without pay for any departmental charges, or for the commissions of petty disorderly offenses, shall be entitled to a hearing before the Police Committee or Appropriate Authority, or designee as determined by the Employer. Nothing in this Agreement shall limit or deny the right to a hearing, as it may be available in other circumstances pursuant to applicable law. The Borough shall adhere to the limitations of N.J.S.A.40A:14-149.1, and its progeny when suspending its police officers without pay.

Section 3: Non-Discrimination

The Borough agrees that there shall be no discrimination or favoritism for reasons of sex, age,

race, nationality, religion, political affiliation, Union membership or Union activities. The Employer and the FOP agree not to interfere with the right of employees to become, or not become members of the Union and further agree that there shall be no discrimination or coercion against any employee(s) because of Union membership or non-membership.

Section 4: Management Rights

It is the right of the Employer to determine the standard of service offered by its agencies; to determine the standards of selection of employment; to direct its employees and to schedule work, to take disciplinary action; to relieve its employees from duty because of lack of work or for any other legitimate reasons; to maintain the efficiency of its operation; to determine the methods, means and personnel by which the operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its missions in emergencies; and to exercise complete control and discretion over its organization and the technology of performing work. The Employer's decisions on these matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on these matters will have on employees are within the scope of collective bargaining.

Section 5: Discipline and Suspension

Any and all charges, both administrative and non-administrative shall be carried out in accordance with state and federal law and the Internal Affairs Policy and Procedures promulgated by the New Jersey Attorney General's Office as adopted by the Penns Grove Police Department. The Borough shall act at all times in accordance with N.J.S.A. 40A:14-147 through N.J.S.A.40A14-155. In accordance with N.J.S.A.40A-147, no Officer(s) shall be suspended from duty, or for any reason, or for any amount of time without the Officer(s) first being advised of the charge(s) against him/her. Similarly, no Officer shall be suspended from duty without the charges against him/her being heard in front of either the Chief of Police or the Appropriate Authority, as determined by the employer.

A hearing for any suspension or Administrative charges shall be arranged by the Chief of Police, Director of Public Safety or his/her designee in front of the Police Committee or appropriate authority, as determined by the Employer, and shall commence within not less than fifteen (15) days or more than thirty (30) days of service of the charges. This time period may be mutually extended by agreement of the parties.

Failure of the Police Committee or Appropriate Authority to hold a hearing for the Officer(s) within the aforementioned thirty (30) days shall be construed as an abandonment of the administrative charge(s) against the Officer. At that juncture, all charges shall be dropped and any records therein related to the case removed from the Officer's personnel file.

### ARTICLE III: LEAVE FOR UNION BUSINESS

Section 1: For any interest arbitration, contract negotiations or preparation therefore under Title 34A, all members of the negotiating team and necessary witnesses shall be relieved from regular duty without any loss of pay as is reasonably necessary. Members shall provide written notice of their request for such leave at least seven days in advance, and are subject to adequate staffing requirements being met.

Section 2: The FOP Associate (or bargaining Unit Chairman), or his/her designee, shall have reasonable relief time from duty to handle and process any grievances or other labor related matters with representatives of the Employer. FOP to provide names of its officers, Associates, Unit Chairperson and alternates to the Employer and any amendments thereto, on an annual or updated basis. Relief time requested shall be in writing and in advance when the need arises and/or is anticipated.

Section 3: Only authorized representatives, having received and submitted authorized credentials, will be permitted to attend State and National FOP conventions/conferences. The names and titles of authorized representatives shall be provided to the employer on an annual or updated basis. Employees shall request in writing and in advance of annual and periodic conventions.

Section 4: Officers shall be entitled to a temporary leave from his/her official duties to attend any FOP or PGPOA business meetings per month with proper written notification at least seven days in advance, except in the case of emergencies. Officers requesting leave shall provide Employer with written proof of the necessity for their attendance at such events and meetings, including the dates, times, locations and duration of event(s). There shall be no vacations granted during FOP Conventions.

### ARTICLE IV: BASE SALARIES

Each member of this Agreement shall receive the salaries as reflected in the 2021 salary guide. It is understood that the salaries of all members shall remain at the same amount as currently negotiated and memorialized in the Memorandum of Agreement.

Officers in pay steps will continue through the steps until after having been in Step 10 for one full year.

After serving in Step 10 for a year, that Officer will go "Off Guide" and receive a two (2) percent raise for each remaining years of the contract.

Corporals and Sergeants shall receive two (2) percent raises retroactive to January 1, 2021, then two (2) per cent per year for remainder of contract.

Officer Alexander Fanfarillo will go from Step 2 to Step 3.

Four Officers hired in July, 2021 will go to the new Step 4 on January 1, 2022, then to Step 5 on January 1, 2023.

The salaries shall be received in semi-monthly installments.

See Salary Schedule in Appendix A.

## **ARTICLE V: COMPENSATION FOR WORK AT HIGHER RANK**

The Chief of Police or Director may, from time to time, designate an Officer or Officers to act temporarily at a higher rank than his/her permanent status. Any Officer so serving in a temporary higher rank for more than two (2) consecutive weeks shall, upon written notice to the Borough Treasurer from the Chief of Police or Director, shall be paid the salary of such temporary higher rank starting with the third consecutive week and shall continue to receive such salary until relieved of such rank by the Chief of Police, or other competent authority. Upon such release from temporary duty, the Chief of Police shall so notify the Borough Treasurer in writing of the return of permanent status.

The Borough shall be entitled to two "two week occurrences" per calendar year. A "two week occurrence" shall constitute that period of time in which an Officer serves in a higher rank for a minimum of two consecutive weeks. During each of the "two week occurrences", the Borough shall not pay the Officer the salary such temporary higher rank until that Officer has begun the third consecutive week of service in such temporary rank. After the completion of the second "two week occurrence", any Officer asked to serve in a temporary rank, for more than two consecutive weeks shall be paid the salary of such temporary rank, starting the first day that Officer is ordered to serve in the temporary higher rank and shall continue to receive such salary until relieved of such rank by the Chief of Police or other competent authority. If an Officer serves in a temporary higher rank for a period of less than two consecutive weeks, the Officer shall not be entitled to a pay increase under this Section for the period of time he/she worked in the temporary higher rank.

## **ARTICLE VI: OVERTIME AND COMPENSATORY TIME**

### **Section 1. Overtime**

Any employee assigned to work a regular twelve (12) hour duty schedule and is required to work in excess of twelve (12) hours in any single day or eighty (80) hours in any two week scheduling cycle shall be entitled to overtime pay at a rate of one and ½ (1 ½) their regular rate for all overtime hours worked. The Borough shall at all times retain exclusive authority to determine the number of Officers and the minimum training qualifications necessary to adequately fulfill any overtime detail and distribution of hours. Unless otherwise negotiated, the Borough shall distribute overtime in accordance with the protocol contained in Appendix "B".

### **Section 2: Emergency Overtime**

In the event an officially declared emergency due to civil disturbance or riot, all Officers engaged in the performance of these duties will receive the compensation of two (2) times their regular rate of hours worked.

### **Section 3: Use of Special Officers**

It is understood and agreed by and between the Parties that the employer has employed and will employ the maximum number of Class II Special Officers (SLEO) permitted under N.J.S.A.40A:14-146.10 et seq.

**Section 4: Payment**

All sums for overtime shall be paid with regular paychecks.

**Section 5: Call-In Compensation**

Members shall be paid four (4) hours of straight time for being called in for duty while off duty without at least twenty-four (24) hours of notice prior to call in. The four (4) hour minimum does not pertain to recall contiguous with the back side of the work day.

**Section 6: Off Duty Assignments**

Any Officer assigned to any Off Duty/Road/Constructions jobs shall be paid at the rate of Eighty-Five dollars per hour (\$85.00).

All other Off Duty assignments will be at the Officer's Overtime Rate.

If any of the aforementioned assignments are cancelled with less than two (2) hours notice, or the Officer(s) show up for the assignment and it is cancelled, said Officer(s) shall receive two (2) hours compensation at the prevailing rates of 85.00 per hour or their Overtime rate(s) or the Officer's overtime rate for assignments other than road or construction jobs.

**Section 7: Investigators On-Call Compensation**

Investigators may be assigned to be "On Call" 24 hours per day for two (2) weeks each month. For each additional week of "On Call" duty per month, investigators shall be compensated with eight (8) hours of straight time pay in the regular pay check immediately following the close of the pay period in which the on-call period occurred.

**Section 8: Personal Time**

Officers/Investigators shall be granted two (2) personal days per calendar year. Personal time not taken within that calendar year granted will be lost, except in the event of a declared departmental emergency where time was refused due to such declared emergency. In this case, Members may be permitted to carry over days to the next calendar year and added to those granted in the new calendar year.

Personal time shall be granted with a minimum of forty-eight (48) hours notice, but allowed with less notice at the discretion of the police administration.

**ARTICLE VII: SHIFTS**

1. There will be four (4) squads, "A through D".
2. The shifts will be twelve (12) hours and will start at 6:00 AM to 6:00 PM and 6:00 PM to 6:00 AM.
3. These shifts will rotate on a fourteen (14) calendar day basis.
4. These shifts will work fourteen (14) calendar days of 6:00 AM to 6:00 PM and then rotate to the second shift of 6:00 PM to 6:00 AM.

5. Each Officer will receive every other weekend off. Each vacation, personal, incentive and sick day will be equivalent to twelve (12) hours. This will apply to all accumulated sick time as well. "A day is a day".
6. Overtime will initiate after twelve (12) hours of each shift and eighty (80) hours in a two week cycle. A work week consists of time worked and contractually earned time expended, with the exception of sick time.
7. Upon mutual consent of both parties a liaison committee may be convened to discuss shifts.
8. An Officer may be moved one time per calendar month to a different shift at the discretion of the police administration, upon no less than forty-eight (48) hours prior advanced notice to the Officer. The Officer may only be moved if the move is necessary to cover a shift that is short due to promotion, vacation, sick time, personal time, injury or any other form of leave time authorized under this contract, and an Officer may not be moved merely to supplement regular patrols. An Officer may only be moved from day shift to night shift or from night shift to day shift on the same day. Once moved, the Officer shall remain at that shift until his/her next day off at which time he/she shall return to his/her normally scheduled shift.
9. The most junior officer (i.e. the officer with the least seniority) hired by the Employer after the effective date of the previous agreement may be moved between shifts, A through D, at the discretion of the police administration and shall not be limited to being moved only between day and night shift. This Officer shall not be entitled to any prior advanced notice of the move. Additionally, the Officer may be moved by the police administration as often as the police administration deems fit and without limitations. This subsection (Subsection 9) shall sunset upon the expiration of this contract but shall remain within the scope of negotiations for any successor agreement.

#### **ARTICLE VIII: SCHEDULE CHANGE**

When an employee has his or her work schedule changed without forty-eight (48) hours prior notice, he or she shall be paid two (2) hours allowance at his or her regular rate prior to his or her first hours of work changed by such revision. This allowance shall not apply to changes to the working hours when:

- (a) A member requests the change.
- (b) When a member returns to his/her regular schedule.
- (c) The transferring or detailing of a member to a higher rated job or a transfer made at the member's request.



**ARTICLE IX: REQUIRED COURT TIME**

Members shall receive compensation for appearance in court and/or before administrative bodies associated with the courts for matters related to the performance of their duties. Members shall be entitled to overtime pay at their rate of one and one-half (1 ½) their regular rate for the hours of appearance(s).

Members shall also receive mileage allowance for traveling to and from court and/or administrative bodies associated with the court, other than Penns Grove Municipal Court.

No such payment shall be required when such appearance is made during regularly scheduled duty hours, except mileage allowance for the use of the member's own car.

Compensation for court time shall be paid in equal monthly installments with the base salary.

Mileage will be billed at the rate equivalent to the Federal Standard Mileage Rate. Officers shall submit request for mileage reimbursement in writing to Employer, no later than the end of shift on next scheduled work day.

**ARTICLE X: ALCOTEST OPERATION CALL-IN**

Whenever a certified Officer is called to administer an Alcotest while off duty, he/she shall be paid at the rate of time and one-half (1 1/2 ) with a one (1) hour minimum. No additional compensation will be due to any on duty operator.

**ARTICLE XI: TRAVELING EXPENSES**

All members traveling outside the Borough on official business, at the explicit direction of their supervisor, shall be paid within thirty (30) days for all reasonable expenses incurred in such travel. Member shall provide documented proof of expenses within one week of incurring the expenditure(s).

The Borough shall endeavor to provide an automobile for such travel except for basic training at the Police Academy. When such an automobile is not provided, the Borough shall pay the member the amount set pursuant to IRS standards on a per mile basis.

**ARTICLE XII: VACATIONS**

Section 1. All members shall be entitled to the following vacation periods as measured by time and service:

- |     |  |                        |
|-----|--|------------------------|
| (a) | From one (1) to less than four (4) years       | Fourteen (14) days     |
| (b) | From four (4) less than eight (8) years        | Twenty-one (21) days   |
| (c) | From eight (8) to less than fifteen (15) years | Twenty-eight (28) days |
| (d) | From fifteen (15) years or more                | Thirty- five (35) days |

Vacation days shall be selected and posted no later than February 15<sup>th</sup> or with thirty (30)

days upon the date in which the work schedule has been posted by the Chief of Police or Director of Public Safety, whichever is later. Dates shall be determined by seniority within each shift. Only one Officer per shift may take vacation time on any one calendar day.

Vacations not posted by the aforementioned time period will be at the discretion of the police administration and will only be granted if the vacation does not cause the employer to suffer a financial burden, including but not limited to, the use of overtime. Once finalized, a copy of the master schedule shall be provided to the FOP. Vacation requests submitted after the aforementioned date shall not be arbitrarily withheld unless they result in a financial burden upon the employer as set forth herein. Once granted, vacations cannot be rescinded, except in emergency circumstances, and regardless of seniority.

Members are entitled to bank up to twenty-one (21) days of vacation maximum and must use these banked days before retiring and may not sell back days to the Borough. Members may bank vacation days at any time; no minimum amount of service required. All Officers must take up to seven (7) days vacation as individual days, otherwise vacations may only be take in one (1) week intervals. Officers may use two (2) days vacation as personal days requiring forty-eight (48) hours notice, which requests shall not be arbitrarily withheld.

### **ARTICLE XIII: MEDICAL INSURANCE**

Section 1. At the Boroughs expense, all members and their families shall be covered by a PPO Plan, effective January 1, 2007 with a Blue Cross/Blue Shield PPO Benefit ( 80% supplemental and 60% out of network), upon appointment to the Borough Police Department. All payments, restrictions, coverage and exemptions shall be the same as the regular Police Plan participation. Officers may elect to increase coverage, to include family plans, at the Officer's additional expense, covered through the Borough's group planning.

Officers may also opt out of the health insurance plan if the Officer can provide satisfactory proof to the employer that he/she has alternate health insurance coverage from a different source. In such event, an Officer who successfully opts out of the health insurance plan shall receive an additional payment of \$ 5,000.00 to be paid over the course of the year with the Office's regular pay check. If an Officer is required to opt back into the health insurance plan, the \$ 5,000.00 payment shall be apportioned on a pro rata basis.

Section 2. All members will pay such a percentage of their yearly base salary for medical insurance as required by law. Effective January 1, 2018, members shall contribute in accordance with rates identified as Tier 3 of the schedule of contributions found in P.L. 2011 c 78.

#### **Section 3. Coverage Upon Retirement**

The Borough shall continue to provide paid coverage for all persons retiring from the force with similar coverage when they are declared eligible for pensions, i.e. husband and wife coverage for the life of the pensioner and to continue coverage for the spouse in the event of the death of the pensioner. This coverage will continue for the pensioner's spouse until spouse remarries or dies. This coverage shall not apply to any new spouse of the pensioner who the pensioner marries subsequent to his/her retirement.

Section 4. Prescription Plan

The Borough shall provide paid coverage under the prescription and dental plans as set forth under the insurance coverage provided by Blue Cross/Blue Shield of New Jersey, or comparable plan. Effective June, 2003, prescription costs will be \$20.00 Brand, \$20.00 Mail Order Brand, \$7.00 Generic and \$7.00 Mail Order Generic.

Section 5. Vision Care Plan

The Borough agrees to continue the same or substantially similar vision care that is in place at the time this contract has been executed.

Section 6. Reimbursement of Out of Network Expenses and Co-Insurance

The change in health insurance benefits exposes each Member to an increase of Four Hundred (\$400.00) Dollars for out of network expenses, per year for family coverage or Two Hundred Dollars (\$200.00) for out of network expenses per year for single coverage.

Should a member incur such expenses, the Borough shall reimburse that member 10% up to Four Hundred dollars (\$400.00) per year for family coverage or 10% up to Two Hundred dollars (\$200.00) per year for single coverage, within sixty (60) days or providing proof of same to the CFO.

Section 7. IRS "Section 125" Plan

The Borough shall provide an IRS Section 125, pre-taxed payroll deduction plan commencing January 1, 2011.

**ARTICLE XIV: Disability Wages**

Section 1. Sick Time

Members will carry over the balance of accrued sick days from the previous Agreement. In addition, all Officers shall also accumulate one sick day per month for each month of service, as of the effective date of this contract. In the event that an Officer is involved in a job related injury or illness and the circumstances are not emergent, the Officer must visit the Joint Insurance Fund doctor as opposed to going to another facility to be treated. An Officer is entitled to worker's compensation for on the job injuries, provided by law. The employer will supplement the Officer's workers compensation payment to such an extent that the Officer receives 100% of his/her normal salary during that period of time that the Officer receives worker's compensation benefits.

In the event the Officer is involved in a non-job related illness or injury, the Officer may use his/her accumulated sick time while away from work. In such event, the Officer shall use one day of sick time for each day missed while away from work.

Management Clause: As a result of a job related injury, said injured Officer will have a full medical examination of the injury within five (5) days of the injury-sustaining incident, with a second opinion on that specific injury evaluation within another five (5) days of the initial disabling evaluation. In the event a disability evaluation is made by the Officer's medical practitioners that is confirmed by the Borough medical practitioners, said injured Officer(s) will

make application for a disability pension, with monthly medical updates until final determination, as assisted by Borough Officials for expediency.

**Section 2. Catastrophic Illness, Injury of Disability**

In the event an Officer, or family member, shall suffer a catastrophic illness, injury or disability which requires the use of more sick time than the Officer has in his/her sick bank, then the Officer may make request of the governing body for additional sick time. Such requests shall be heard by the governing body on a case-by-case basis and shall be subject to the sole discretion of the governing body.

**Section 3: Sharing Sick Time**

There shall be nothing preventing Officers from sharing sick time with each other so long as the Employer is notified with advanced written notice in order to make the proper notations.

**AERICLE XV: LINE DIVISIONS AND PROMOTION**

**Section 1**

Minimum-staffing requirements shall be at the discretion of the Employer, but the safety of the Borough's police officers and the public at large shall nonetheless remain paramount concern when determining minimum-staffing requirements.

**A. Corporal:**

Promotion to the position of Corporal shall be based upon the following criteria:

1. Selection shall be made from available uniformed men or women who have completed a minimum of three (3) years of satisfactory Police service.
2. Each candidate shall have served in the capacity of "Acting Sergeant" for a minimum of one (1) week during his or her career. The time served in such capacity need not be consecutive days, but rather may be based on cumulative days. Notwithstanding, an absence of a corporal for more than one (1) year, this section shall be deemed void upon appointment of four (4) Corporals.
3. Seniority and merit shall be the deciding factors in selection of eligible candidates.
4. Service shall be deemed satisfactory if an eligible Patrolman has attained satisfactory evaluations during his or her term in office. However, such evaluations shall not be deciding factors in the selection of Corporals, but rather a mitigating consideration of such deliberations for any selection.
5. Each Corporal shall serve in a probationary capacity commencing on the date of appointment for a period of six (6) months. At the end of six (6) months, each Corporal, with the approval of the Mayor and Council, shall receive permanent appointments to the position.
6. Each Corporal shall perform the duties prescribed in the rules and regulations to regular patrolmen. In addition, each Corporal shall be responsible for supervising his or her shift, or another shift, in the absence of a higher ranking Officer on that shift.

An Officer of higher ranking capacity shall be considered the Chief, a Lieutenant, a Sergeant or a Corporal whose accumulated service is greater than the other members of that shift.

**B. Appeals**

Any Officer denied a promotion to Corporal or Patrolman First Class based solely upon a claim of unsatisfactory service due to poor performance reports, may appeal said denial through the normal suspension appeal process. It will be the responsibility of the aggrieved Officer to submit evidence to refute his or her performance.

**C. Appointments**

The Chief of Police, or Director of Public Safety, shall present the Police Committee with all appropriate personnel records of eligible Officers. The Police Committee shall, after review of the personnel records, recommend eligible candidates to the Mayor and Council. Such recommendations shall be based upon the eligibility requirements contained herein. The Mayor and Council shall be responsible for all appointments.

**Section 2: Investigators**

The regular scheduled work week for Officers assigned to the Investigative Unit shall consist of five (5) consecutive days, Monday through Friday inclusive, and will be scheduled for eight (8) hours per day allowing for an adjusted time period between 8:30 a.m. to 10:00 p.m. Investigators schedule can be temporarily adjusted on written request to allow for criminal investigators as dictated by the assessment of criminal activity.

**ARTICLE XVI: CONTINUING EDUCATION**

Attendance at Police related schools is encouraged by the Governing Body and staffing requirements will determine scheduling.

Upon completion of any college course pertaining to Police related activity, the Governing Body will reimburse the Member, upon submission of proof of accreditation costs and successful completion thereof, up to Three Hundred (\$300.00) Dollars per semester and up to a maximum of Six Hundred (\$600) Dollars per calendar year.

**ARTICLE XVII-HOLIDAYS**

**Section 1.**

The following schedule of paid holidays is agreed upon for the FOP Members and shall fall on the "observed" date:

- |                           |                     |
|---------------------------|---------------------|
| 1. New Year's Day         | 6. Independence Day |
| 2. Martin Luther King Day | 7. Labor Day        |
| 3. Washington's Birthday  | 8. Thanksgiving Day |

- 4. Good Friday
- 5. Memorial Day

- 9. Christmas Eve
- 10. Christmas Day

Section 2.

There will be no additional monetary holiday overtime pay compensation for actually working on a holiday, however, Officers actually working on a holiday shall receive four (4) hours straight time pay (based on an eight hour work day) or six (6) hour straight time (based on a twelve (12) hour work day) for any holiday worked. Monetary compensation shall be paid within the period earned.

There shall be a cash payment for holiday generated compensation time earned in accordance with prior applicable contractual sections for any accrued and unused time upon termination of employment.

**ARTICLE XVIII: FUNERAL LEAVE**

Section 1.

An Officer who is excused from work due to the death in his or her family shall be paid his or her regular rate of pay for his or her scheduled working hours excused for a maximum of Three (3) scheduled working days, starting the day of death or on the day following death.

Section 2.

A member of the Officer's immediate family shall be limited for the above purpose to father, mother, spouse, brother, sister, son, daughter, mother-in-law or father-in-law. No more than three (3) days will be given should more than one death occur in the family within any three (3) day period. No allowance shall be granted in the case where a member does not attend the funeral of the deceased. Notice of such death must be given to the Officer's immediate supervisor as soon as possible.

Section 3.

A member who is excused from work to attend the funeral of his/her grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law shall be paid his/her regular rate of pay for regularly scheduled hours of work for up to a maximum of one day. Brother-in-law and sister-in-law are defined as the spouse of the member's brother or sister and the brother or sister of the member's spouse. No pay allowance shall be granted in cases where the Member does not attend the funeral of the deceased. The hours paid, but not worked, shall not be used in computing overtime pay for hours worked in excess of eighty (80) hours in a two (2) week cycle or twelve (12) hours in one day. Notice of such deaths must be given to the Member's supervisor as soon as reasonable possible.

Section 4.

The Borough shall designate at least three (3) representatives to attend the funeral of another Police Officer, i.e. at least three (3) FOP Members.

## ARTICLE XIX: GRIEVANCE PROCEDURE

### Section 1. Grievance Defined

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to questions which may arise affecting the terms and conditions of employment. Nothing herein shall be construed as limiting the right of any Employee having a grievance, to discuss the matter with any appropriate member of the Department. A grievance is defined as any question or dispute between the Borough and the FOP arising over (1) interpretation, application or alleged violation of terms of this Agreement, or (2) any controversy arising as to policies, discipline or administrative decisions affecting the terms and conditions of employment including the disciplining of any employee without good and just cause. A grievance may be raised by an individual, a group of individuals or the FOP on behalf of the individual(s). For purpose of this Article, a "business day" is any day in which is not a Saturday, Sunday or any State or Federal holiday.

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 written consent:

#### Step 1:

Any grievance must be presented, in writing, to his or her immediate supervisor (Lieutenant if the grievant is a Sergeant) within fifteen (15) business days after knowing of the event or events upon which the claim is based, or else such grievance is deemed waived. The immediate supervisor (Lieutenant) shall attempt to immediately resolve the matter. If the supervisor (Lieutenant) does not address the problem to the satisfaction of the grieving party, within ten (10) business days from the receipt of the grievance, the grievance shall automatically proceed to Step 2.

#### Step 2:

If not involved as a party to Step 1, the Lieutenant shall, upon receipt, attempt to resolve the grievance within ten (10) business days. If the Lieutenant is not able to resolve the matter within this time, the Lieutenant shall forward the matter to the Chief of Police, or Director of Public Safety, within ten (10) business days of the Lieutenant's decision or expiration of his time period to make a decision, whichever is earlier.

#### Step 3:

The Chief of Police or Director shall, within ten (10) business days of receipt, schedule a Grievance Meeting. The Lieutenant, FOP representative(s) and the aggrieved parties shall attempt to amicably settle the matter. The Chief shall have ten (10) business days to render a written decision setting forth the reasons there for. If the aggrieved party or parties and the FOP does not concur with the Chief or Director's decision, the Chief or Director shall forward the matter to the Police Committee within ten (10) business days.

**Step 4:**

The Police Committee or its designee shall conduct a hearing no later than twenty (20) business days from the receipt of the matter from the Chief. Prior written notification for the hearing shall be given to all interested parties. Present for the hearing shall be the Lieutenant, the Chief of Police, FOP representative(s), and affected party/parties. The Police Committee shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Police Committee is not able to obtain an amicable settlement at that time, it shall, within ten (10) business days, render a written decision setting forth its reasons therefore and serve that decision upon the Chief of Police and the FOP via any reasonable method, and upon the FOP's lawyer via either facsimile, electronic mail or certified mail.

**Step 5:**        Arbitration

If the FOP does not concur with the Police Committee's decision, it may, within twenty (20) business days of receipt of the decision, submit a written request for binding arbitration. The arbitration proceeding shall be conducted by the New Jersey Public Employment Relations Commission ("PERC") and in accordance with their rules and regulations. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The decision of the arbitrator shall be final and binding

(16)

upon both parties. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him by the parties or by judicial notice. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States and decisions of the Courts of the State of New Jersey and the United States, where applicable.

The arbitrator shall not add to, modify, detract from, or alter in any way the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and the reasons for his decision.

**Section 6**

If an amicable settlement of the dispute is reached upon mutual agreement of the parties in any of the above steps, it shall be reduced to writing and signed by the respective parties. Any of the time limits contained in this article may be extended by mutual written agreement.

If the employer fails to respond in a timely manner in any step of the grievance procedure, the grievance is automatically resolved in favor of the grievant. If, at any step, the grievant fails to act according to the requirements of this article, the grievance shall be considered abandoned.

An aggrieved member and bargaining unit representative and a reasonable number of witnesses shall be granted reasonable time during working hours to process grievances in accordance with this section without loss of pay or leave time.

The Bargaining Unit Associate and Bargaining Unit attorney must receive written notice of any grievance filed and any responses thereto via either facsimile, electronic mail or certified mail and must have an opportunity to appear with the grievant at all steps of the grievance procedure.



There shall be no requirement to meet in person at every pre-arbitration level of this process. However, there shall be at least one in person hearing as defined herein at Steps 3 or 4, above.

## **ARTICLE XX – SENIORITY**

### **Section 1: Departmental Seniority**

Departmental seniority is defined as continuous time served with the Penns Grove Police Department as a full-time law enforcement officer, commencing from date of appointment. Seniority of two or more Officers hired on the same day shall be determined in the following manner:

- A. If two or more Officers are hired on the same day and only one has prior Law Enforcement experience, the experienced Officer shall be listed as the most senior.
- B. If two or more Officers are hired on the same day and more than one has prior Law Enforcement experience, seniority shall be determined by the length of the prior experience.
- C. If two or more Officers are hired on the same day and all having no experience, seniority shall be determined by the final Police Academy ranking, or based upon any future testing procedure the Borough may initiate for selecting inexperienced applicants.

### **Section 2: Seniority In-grade**

Seniority in-grade shall be based upon date of permanent appointment to the rank in question. If more than one Officer is appointed to a higher rank on the same day based upon a testing procedure, final test score shall determine seniority. Absent a quantitative evaluation process, department seniority shall be the determinant.

## **ARTICLE XXI – SHIFT CHANGES, MEAL BREAKS & TRANSPORTING OFFICERS**

### **Section 1 Shift Changes**

Shift changes and shift assignments are subject to the rights of the person(s) or body having charge of the Police Department to make administrative changes in the shift assignments, but are subject to the New Jersey statutory rights of the Penns Grove Police Officers/FOP.

### **Section 2 Picking Up and Dropping Off Officers**

The Borough will permit the use of the Police vehicles to pick up Officers at the beginning of their shift and take them home at the end of their shift, both within the limits of the Borough of Penns Grove and outside the Borough limits within a two mile radius of the Borough borders.

Section 3      Meal Breaks

The Borough will permit the following meal breaks:

- (a) 6:00am to 6:00pm shift sixty (60) minute meal and one fifteen (15) minute break.
- (b) 6:00pm to 6:00am shift sixty (60) minute meal and one fifteen (15) minute break.
- (c) Eight (8) contiguous hour shift between 8:30am and 10:00pm forty-five (45) minute meal and one fifteen (15) minute break.

All breaks are required to broadcast via the recorded police radio communication system and entered in the computer aided dispatch system.

Section 4      Breaks at Residence

Patrol vehicles will be limited to a two-mile radius of the Borough borders. There is one fifteen (15) minute break offered with each eight (8) or twelve (12) hour tour of duty. Meals may be taken at the Officer's home, if within the two mile radius. Officers will be subject to recall.

**ARTICLE XXII – PERSONNEL RECORDS & FILES**

Section 1

The Chief of Police (or Director in the absence of an appointed Chief) shall, in all respects, accumulate and maintain personnel records and files in accordance with the New Jersey Attorney General's Internal Affairs Policy and Procedures. The Chief (Director) shall create and maintain only one personnel file in the name of each Officer. Such personnel file shall be segregated into three separate categories: General Information, Confidential , Evaluations / Training. Internal Affairs (I.A.) records are treated independently.

- a) The General Information Segment shall include:
  - Employee's Name, title and position
  - Salary and Payroll information
  - Attendance records
  - Schools attended
  - Assignments and promotion records
  - Length of service
  - Final notices of discipline
  - Date of separation and reason
  - Amount and type of pension received
  - Awards, commendations and letters of recognition
- b) The Confidential Segment shall include:
  - All medical related records
  - Psychological reports
  - Financial Records
  - Home address and telephone numbers
  - Family information
- c) The Evaluations / Training Segment shall include:
  - Periodic evaluations

Training and special schools attended  
Intra-Agency training received and dates attended  
MV accidents  
Other personal records

Section 2      Personnel File Maintenance

All such personnel files and records are confidential and shall be maintained in only one location, the Chief's (Director's) office in accordance with New Jersey Law and Borough Policy. All personnel files and records will be carefully maintained and safeguarded permanently. Nothing shall be placed in an Officer's personnel file without written notice to that Officer, and nothing previously placed in any Officer's personnel file shall be removed there from unless done so in accordance with the provisions of this Agreement and upon written notice to the affected Officer. Current New Jersey law provides that the preliminary and final notice of the major discipline must be maintained for a five (5) year period for major, and two (2) year period for minor disciplinary actions.

Section 3      Internal Affairs Records

Personnel records are separate and distinct from Internal Affairs investigation records. Internal Affairs investigation reports shall never be placed in personnel records. When a complaint has a disposition of exonerated, not sustained, or unfounded, only the disposition form shall be placed in the employee's personnel file. In those cases where a complaint is sustained and discipline imposed, the only items to be placed in the employee's personnel file are a copy of the administrative charging form and a copy of the disposition form. No part of the Internal Affairs investigation report shall be placed in the personnel file. Any letters of complaint or alleged violations of rules and regulations may appear in an Officer's Internal Affairs file.

Section 4      Personnel File Records Inclusions

Only final notices of discipline may be placed in an Officer's personnel file. A copy shall be made available to him/her. Whenever a Police Department-originated written complaint concerning an Officer's actions is to be placed in the Internal Affairs file, a copy shall be made available to him/her and he/she shall be given an opportunity to rebut if so desired, and any such rebuttal shall be attached to the report on file.

Section 5      Personnel File Review by Officers

Upon advance notice and at reasonable times, any Officer may at any time review his/her personnel file. However, the appointment for review must be made through the Director (or Chief) or his designated representative. Employees shall also be permitted to a copy of any record contained in their personnel files.

Section 6      File Evaluation

Personnel files may be used for evaluation purposes by the appropriate authority.

## **ARTICLE XXIII – DUES & AGENCY SHOP**

### **Section 1 Dues Deductions & Submission**

The Borough agrees in accordance with the State Statutes, upon receipt of signed authorization cards from the Officers, to deduct from the employee's salary the annual dues as prescribed by the Treasurer of the Penns Grove Police Association of Salem County FOP Lodge 6, in equal bi-monthly installments. The FOP will designate to the Borough the portions of the total monthly dues collected to then be forwarded to the Association/FOP Treasurer directly, by the tenth (10<sup>th</sup>) day of the month following deductions.

### **Section 2 Agency Shop (Representation Fee)**

As per the recent Supreme Court decision in the above matter, the dues deduction Article of this contract shall be re-written to read:

The Administration shall withhold dues from each employee in an amount authorized by the FOP. Dues shall not be withheld from any employee who is not a member of the FOP unless that/those members request to continue to pay dues.

Any new employee who becomes a member of the FOP Lodge will deliver to the Administration a request for payroll deductions signed by that Officer. Any new Officer may submit the form at the time of his/her hiring or promotion.

### **Section 3 Indemnification**

The FOP agrees that it will indemnify and save harmless the Board against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from an action taken by the Borough at the request of the Union under this article.

## **ARTICLE XXIV – SEVERABILITY & SAVINGS**

### **Section 1**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **Section 2**

Upon written request of either party, the parties agree to meet and renegotiate any provisions so affected.

## **ARTICLE XXV – SUBJECT TO APPROPRIATIONS**

Payment under the terms of this Contract shall be considered upon appropriations being made therefore. The Borough shall make all reasonable efforts in good faith and its obligations herein.

**ARTICLE XXVI – TERM OF THE AGREEMENT AND AMENDMENT**

**Section 1**

This Contract shall cover the period from 12:00am January 1, 2021 and shall continue to bind the parties during any period beyond 12:01am December 31, 2024, until such time as the parties achieve a successor Agreement thereto.

**Section 2**

It is understood that all terms of this Contract are retroactive to 12:00am January 1, 2021 unless otherwise specified.

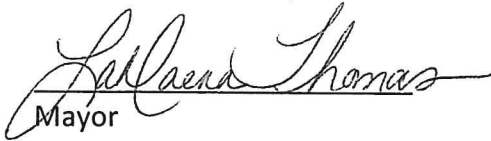
**Section 3**

Negotiations for the renewal of this Contract, or for the execution of a new Contract, shall begin no later than September 1, 2024.

**Section 4**

This contract shall not be changed or altered in any way during the Contract term without the written consent of both parties. Any request to reopen negotiations regarding any terms or conditions covered by this Agreement must be based upon a written request of either party, and written consent of the non-requesting party.

IN WITNESS THEREOF: The parties hereto have executed this Agreement in the  
Borough of Penns Grove, County of Salem, State of New Jersey on this day 5<sup>th</sup> of  
July, 2022.

  
Mayor

\_\_\_\_\_  
FOP Representative

  
Business Administrator

\_\_\_\_\_  
FOP Representative

Attest By:

**APPENDIX "A"**  
**SALARY SCHEDULE**

<b>STEP</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Academy	\$ 30,000	\$ 36,000	\$ 36,000	\$ 36,000
Step 2	\$ 36,414	\$ 42,600	\$ 42,600	\$ 42,600
Step 3	\$ 40,576	\$ 47,000	\$ 47,000	\$ 47,000
Step	\$ 45,778	\$ 51,900	\$ 51,900	\$ 51,900
Step 5	\$ 52,020	\$ 57,000	\$ 5,000	\$ 57,000
Step 6	\$ 57,222	\$ 62,700	\$ 62,700	\$ 62,700
Step 7	\$ 62,424	\$ 68,343	\$ 68,343	\$ 68,343
Step 8	\$ 68,666	\$ 74,493	\$ 74,493	\$ 74,493
Step 9	\$ 76,054	\$ 81,198	\$ 81,198	\$ 81,198
Step 10	\$ 88,446	\$ 88,506	\$ 88,506	\$ 88,506
2%	\$ 90,276	\$ 92,081	\$ 93,923	\$ 95,801
Corporal	\$ 93,262	\$ 95,128	\$ 97,030	\$ 98,971
Sergeant	\$ 97,860	\$ 99,817	\$ 101,813	\$ 103,849

For 2021, Officers who have completed their Step 10, Corporals and Sergeants will receive 2% raises retroactive to January 1, 2021. Beginning in 2022 and remainder of contract, anyone who has completed Step 10, Corporals and Sergeants will receive 2% raises each year of contract on January 1.

## APPENDIX "B"

### DISTRIBUTION OF OVERTIME

1. Shift vacancies on Alpha Platoon shall first be attempted to be filled with personnel assigned to Bravo Platoon and vice versa. Only in instances when no members of Bravo Platoon are available and willing to work an overtime detail on Alpha Platoon shall a member of Alpha Platoon be called to work overtime to fill a shift vacancy on Alpha Platoon and vice versa.
2. In all cases and in strict accordance with the foregoing, overtime shall be offered according to seniority - i.e. the most senior officer on the platoon shall be called first, the second most senior officer on the platoon shall be called second, etc. When an officer declines (or is unavailable) to accept an overtime opportunity that is offered to him/her in accordance with the foregoing procedure, the overtime opportunity shall be offered to the next senior most officer on that same platoon (and so on) until the overtime opportunity has been filled or until all officers on that platoon have been offered it.
3. When an officer on a platoon has accepted an overtime opportunity offered to him/her, the very next overtime opportunity offered to members of that same platoon in accordance with the foregoing procedure shall be offered to the next senior-most officer following the officer who accepted the last overtime opportunity on that platoon (and so on) with this procedure repeating indefinitely.
4. Overtime availability and overtime distribution records created and maintained by the Employer, including those created by and maintained within computerized scheduling shall be made available to the FOP upon demand.