

COLLECTIVE BARGAINING AGREEMENT

between

BOROUGH OF KINNELON

MORRIS COUNTY, NEW JERSEY

and

KINNELON P.B.A. LOCAL #341

(Patrol Officers and Sergeants)

January 1, 2017 through December 31, 2019

Collective Bargaining Agreement
between Borough of Kinnelon and Kinnelon P.B.A. Local #341
(Patrolmen and Sergeants)

January 1, 2017 through December 31, 2019

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	January 1, 2017	January 1, 2018	January 1, 2019
5 th Year	\$78,387	\$79,955	\$81,554
6 th Year	\$86,037	\$87,758	\$89,513
7 th Year	\$93,687	\$95,561	\$97,472
8 th Year	\$114,070	\$116,351	\$118,678
Sergeants	\$121,578	\$125,225	\$128,982

- B. Any police officer who resigns or retires in good standing shall be entitled to any retroactive salary increases later agreed to or awarded in event that the police officer retires or resigns prior to such agreement or award.
- C. Detective differential is calculated as one half (1/2) the difference between the Sergeant's salary set forth herein and the eighth (8th) year patrolman's salary set forth herein. The differential is to be paid in equal payments on the first pay period in June and the first pay period in December.

Item 3. College Degree

College incentive has been deleted and added to base pay. Incentive cannot be renegotiated for future contracts.

Item 4. Longevity

Longevity has been deleted and added to base pay. Incentive cannot be renegotiated for future contracts.

Item 5. Overtime

- A. Work Week and Work Day. For the purpose of time-keeping and payroll calculations, the work week is Sunday through Saturday and the work day, except where otherwise specified, is the twenty four (24) hour period commencing with the officer's normal starting time.
- B. For all officers covered by this Agreement, overtime shall be paid under the following circumstances:

When an officer is:

- 1. Required to work for more than one-half (1/2) hour after completion of regular tour of duty;

Item 1. Management Rights

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it under 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. To the executive management and administrative control of the Borough Government, its properties and facilities, and the activities of its officers;
 2. To hire all officers and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer officers;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules and 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 this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under New Jersey Statutes, Title 40 and Title 40A and/or any other Federal, State or local laws, regulations and/or ordinances.

Item 2. Wages and/or Compensation

- A. The annual wages and/or compensation paid to members of the Police Department employed by the Borough of Kinnelon on a full-time basis shall be set forth below and which are hereby made a part of this Agreement.

	January 1, 2017	January 1, 2018	January 1, 2019
Probationary	\$46,410	\$47,338	\$48,285
2 nd Year	\$53,550	\$54,621	\$55,713
3 rd Year	\$61,200	\$62,424	\$63,672
4 th Year	\$68,850	\$70,227	\$71,632

2. Required to work on a regularly scheduled day off to appear on official business in Federal, State, Municipal or other Court. The minimum guaranteed pay at overtime rate for court time shall be one (1) hour for Municipal Court and two (2) hours for Federal or State Court;
3. On official business during other than during a regularly scheduled tour of duty;
4. Required to commence work earlier than one-half (1/2) hour before commencement of a regular tour of duty; and/or
5. Under such justifiable circumstances that the Chief of Police may authorize in writing.

The Chief of Police shall determine circumstances resulting from shortages in personnel in the department caused by vacancies, sickness, injury or taking of accrued vacation. Calls to officers for overtime duty shall be made by the Chief or his/her designee.

- C. Overtime pay shall not be paid for preparation for regular tour of duty.
- D. Overtime schedules shall be developed by the Chief of Police in a manner to provide for the most efficient operation of the department, and to distribute overtime as fairly as possible among the personnel entitled to the same. The Chief of Police shall also develop an efficient system for court time to provide for scheduling of court time during regular tours of duty, and to establish a registry system for accounting other than municipal court time.
- E. All applicable overtime shall be computed at one and one half (1-1/2) times the hourly rate and paid bi-weekly.
- F. Regular police officers shall be afforded the opportunity for overtime work before special police officers are utilized.

Item 6. Holidays

- A. Officers who are required to work on a designated Borough holiday or only part thereof will be compensated at one and one-half (1-1/2) times their regular rate for all hours worked on a holiday and will be permitted to take compensatory time off for the actual number of hours worked on said holiday (subject to the requirements of the Fair Labor Standards Act and the regulations adopted thereunder), provided that said officer makes arrangements for another officer to cover his/her shift and furthermore subject to the written approval of the Chief of Police.

B. The designated holidays are:

New Year's Day	Election Day
President's Day	Veterans Day
Good Friday (Half Day)	Christmas Eve (Half Day)
Memorial Day	Christmas Day
Fourth of July	Thanksgiving Day
Labor Day	Black Friday (after Thanksgiving)
Columbus Day	

Item 7. Vacation

A. All officers covered under this Agreement shall receive vacation eligibility as follows:

Continuous employment from:

After 6 months to 12 complete months:	40 Hours
From the 1 st day of the 13th month To 60 complete months:	80 Hours
From the 1 st day of the 61st month To 120 complete months:	120 Hours
From the 1 st day of the 121 st month To 240 complete months:	160 Hours
Upon the 1 st day of the 241 st month:	200 Hours

- B. Vacations are to be in effect from January 1 to December 31 and are granted on a calendar year basis for officers who remain on the payroll continuously and without interruption for the requisite number of years.
- C. Except as stated herein, vacations must be taken during the current calendar year at such time as permitted or directed by the Chief of Police, unless the Chief determines that vacations may not be taken due to pressure of work, in an emergency or under such other circumstances as may be justified.
- D. Any officer may exercise an option to receive payment at year end for unused vacation time OR to accumulate and carry over unused vacation time into the next calendar year, not to exceed a maximum of eighty (80) hours per year, EXCEPT THAT those officers who are participating in the PTO Program (Item 13) and are accumulating and depositing unused

vacation time into the PTO bank may deposit any or all unused vacation time into the PTO bank; that is, the maximum limit set forth herein may be exceeded for deposit into the PTO bank under Item 13.

- E. In the event an officer desires to utilize carry-over vacation days for an extended vacation beyond eighty (80) hours in duration, sixty (60) calendar days prior notice to the Chief of Police shall be required, which may be waived by the Chief for sufficient cause.
- F. If an officer takes his/her vacation during a week in which a holiday occurs, the amount of his/her vacation pay shall be increased to the extent of eight (8) hours pay of his/her regular rate in order to compensate for the holiday pay to which he/she would have been entitled had he/she not been on vacation. The officer shall be entitled to take, in lieu of the vacation, pay for the holiday (compensatory time off equal to eight (8) hours for a holiday) (subject to the requirements of the Fair Labor Standards Act and the regulations adopted thereunder), PROVIDED THAT said officer makes arrangements for another officer to cover his/her shift and furthermore subject to the written approval of the Chief of Police.

Item 8. Sick Leave

- A. After the first continuous full year of employment, all full-time officers shall be entitled to one hundred twenty (120) hours of sick leave per year for each year of service. All officers covered under this Agreement will be entitled to sick leave with pay based on his/her aggregate years of service.
- B. Sick leave or any accumulation thereof may be used for illness, deposited into the PTO bank as described in Item 13 of this Agreement, or used as compensatory time prior to the officer's retirement. Any abuse of this benefit and/or excessive absenteeism will be considered cause for disciplinary action.
- C. Payment for accumulated sick leave upon retirement shall be limited to those officers who, as of January 1, 2014, had been employed for twenty three (23) continuous years and have elected not to participate in the PTO Program described in Item 13 of this Agreement
- D. For officers who had twenty three (23) years of continuous service as of January 1, 2014 and have elected not to participate in the PTO program, each full-time officer may accumulate his/her entire unused sick leave in any calendar year, PROVIDED HOWEVER, that an officer who has used more than forty (40) hours of sick time in a particular year shall be prohibited from accumulating and carrying over any balance of unused sick leave from that particular year, that is, same shall be forfeited if not used.

E. Officers participating in the PTO Program provided in Item 13 shall be allowed to properly accumulate and deposit unused sick time from year to year into the PTO bank.

F. Provided that the officer complies with the notice requirements set forth in this Item, at the time of his/her retirement, each full-time officer, at said officer's option, shall be entitled EITHER:

1. To receive from the Borough a lump sum payment equal to fifty percent (50%) of the total value of his/her properly accumulated unused sick leave, said value being calculated at the officer's regular rate of pay at the time of his/her retirement; OR,
2. To take compensatory time equal to fifty percent (50%) of the total value of his/her accumulated, unused sick leave; with each accumulated day of unused sick leave being equal to eight (8) hours.

The officer shall be required to give to the Chief of Police and the Borough Clerk written notification of the option said officer has selected and the date of retirement, not later than one hundred twenty (120) calendar days prior to the date of retirement, unless the police officer is required to retire sooner due to medical reasons. Failure to give the one hundred twenty (120) calendar days' notice will result in the police officer losing the option and instead it will be the Borough's option to pay in a lump sum or as compensatory time.

G. Injuries sustained in the line of duty will not be counted against sick time. In such circumstances, the Borough shall maintain the officer at full pay until such time as the officer returns to work or becomes eligible for and receives disability pension. Any insurance payments received by the officer during this period shall be remitted to the Borough or retained by the officer and the Borough shall make up the difference between such payment and full pay, at its election.

H. Reporting of Absence on Sick Leave

1. If an officer is absent for reasons that entitle him/her to sick leave, the Chief of Police or his/her designee shall be notified prior to the officer's starting time.
2. Failure to so notify the Chief of Police or his/her designee may be cause of denial of the use of sick leave for that absence.
3. Five (5) consecutive absences shall constitute a resignation from employment.

I. Verification of Sick Leave

1. An officer who shall be absent on sick leave for three (3) to five (5) consecutive working days shall be required to submit, at the employer's option, acceptable medical evidence or a personal written note of the officer substantiating the illness. An officer absent on sick leave in excess of five (5) consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. Notwithstanding anything to the contrary, the Borough may require proof of illness of an officer on sick leave at any time an absence is in question.
2. The Borough may require an officer who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the Borough by a physician of the Borough's choice. Such examination shall establish whether the officer is capable of performing his/her normal duties.

Item 9. Physical Examination

- A. Each officer shall undertake, at the officer's expense, a physical examination to be performed a physician of the officer's choice.
- B. Each officer will be required to comply with any recommendations made by the examining physician and the failure of an officer to follow the recommendations of said physician shall be the equivalent to the failure to follow a direct order of a superior officer and the officer shall be subject to appropriate disciplinary action.
- C. Each officer shall sign an appropriate waiver and any other documentation necessary to direct the group of medical physicians to transmit a copy of a written medical report together with recommendations and supporting documentation and data to the Chief of Police.
- D. A physical examination shall be taken every other year unless otherwise directed by the Chief.

Item 10. Anniversary Date

Step movement shall take place on the officer's anniversary date. All other contractual increases shall take place on January 1. Date of employment will be applicable for all other circumstances, e.g., vacation, retirement, longevity, seniority, etc.

Item 11. Clothing Allowance

- A. In addition to compensation and benefits listed heretofore, all officers covered under this Agreement will receive a sum of \$1,100.00 per year for the purpose of replacing or repairing uniforms. Additionally, the clothing allowance can be utilized to acquire police oriented equipment. Equipment includes, but is not limited to, any item used during the discharge of the Officer's duties. Off duty equipment can be purchased if said gear has the ability and functionality to be used on duty. Items purchased will be commensurate with the individual's position and title.
- B. Accidental duty related damages to high replacement cost clothing items and mandatory equipment may be replaced by the Borough upon written request to the Public Safety Committee, subject to their review and written approval.
- C. Any item purchased by the individual officer will be reimbursed at the officer's request and completion of the Borough voucher. The Purchase Order voucher system remains in effect and can still be utilized at the discretion of the Officer.

Item 12. Health Benefits

- A. The Borough shall continue to provide health insurance, subject to officer contributions mandated by State law. Currently, the existing health insurance program is selected by the individual officer from amongst the plans offered under the State Health Benefits Plan ("SHPB").

Summaries of plans under the State Health Care Plan ("SHBP") are available by accessing the State of New Jersey webpages for the Division of Pensions and Benefits. The current link for summaries of SHPB plans is found at:

<http://www.state.nj.us/treasury/pensions/hb-sbc-gov.shtml>.

- B. The Borough agrees that in the event the SHPB changes the Direct10 Plan to provide for a co-pay of greater than \$10.00, the Borough shall reimburse those officers enrolled in Direct10 the difference between the new amount and \$10.00 within ten (10) business days or as soon as possible.
- C. As a condition of agreeing to the Borough's past change in health insurance providers, the parties agreed to establish a Health Care Reimbursement Fund. All officers and their dependents are entitled to make a claim to the Reimbursement Fund, which is administered by the Borough of Kinnelon. In making such claim, the affected individual shall

provide documentation that the out-of-pocket costs under the former Oxford Plan were less than the out-of-pocket costs under the current provided health care plan. All submissions will be made to a third party administrator of the Borough's selection. The parties each reserve the right to have documentation provided by the officer evaluated by their own healthcare consultant. Upon presentation of such proof, the Borough of Kinnelon agrees to reimburse the affected individual within ten (10) business days or as soon as possible.

- D. Such greater out-of-pocket costs include, but are not limited to, (i) a lower benefit under the Borough-provided health care plan than provided by the former plan; (ii) an existing physician was an in-network doctor under the former plan and is now an out-of-network provider under the Borough-provided health care plan; and (iii) changes in the classification of a particular prescription drug or the lack of coverage for such prescription drug.
- E. The obligation of the Borough to fund the Health Care Reimbursement Fund shall be capped at \$25,000.00 per year plus any unexpended balance from the previous year. At the end of the calendar year, if the Borough has not used the total funding to reimburse police officers, the remaining amount shall be rolled over to the next year and added to a new deposit of \$25,000.00. The total responsibility for the Borough cannot exceed \$75,000.00 for the three year contract term of 2014 through 2016 or for any three year contract term thereafter.
- F. The Health Care Reimbursement Fund shall continue in 2017 and each year thereafter, with the remaining unused balance for each year being rolled over and added to the Borough's annual deposit of \$25,000.00.
- G. The Borough reserves the right to change insurance providers so long as the benefits are equal to or better than the current benefits. The comparison shall be between plans being used by officers under the State Health Benefits Plan as compared to the Borough's proposed new provider. The analysis shall include consideration of the \$25,000.00 Health Care Reimbursement Fund, if same is continued. The Borough agrees not to implement any change in the insurance carrier without first giving ninety (90) calendar days' written notice to the P.B.A.
- H. All officers covered under this Agreement who wear prescription eyeglasses will receive a sum of \$100.00 per calendar year for the purposes of acquiring, replacing or repairing eyeglasses.

- I. Dental Plan. Officers covered by this Agreement shall be eligible for dental insurance in the Delta Dental Premier Program, with a maximum of \$1,500.00 annually and a waiver of the deductible for preventive and diagnostic services. The Borough shall pay the full cost of the premium for officers. The Borough shall pay seventy five percent (75%) of the cost of the premium for the spouse or other dependents of the officer, should the officer request said coverage; the officer shall pay the remaining twenty five percent (25%) for spouse or dependent coverage.

Item 13. Paid Time Off (PTO) Program

- A. The Borough agrees to establish a paid time off (PTO) program. All participating officers are permitted to deposit properly accumulated (as determined under other provisions in this Agreement) unused vacation, sick and personal hours into his/her PTO bank. All police officers (including those that have waived health insurance) shall be permitted to sell back hours taken from his/her individual PTO bank in increments of not less than one half (1/2) hour, EXCEPT THAT, each officer shall only be allowed to sell back any hours in excess of three hundred (300) hours as of January 1st of the upcoming year. Any officer as of January 1st, who does not have a minimum of three hundred (300) hour in his/her PTO bank shall be prohibited from selling back hours for reimbursement for that calendar year.

Example: On December 14th, Officer Z has 280 hours in his PTO Bank. Officer Z will be receiving 304 hours as of January 1st. Officer Z on December 14th is eligible to sell back 284 hours if needed for healthcare reimbursement.

- B. The procedure for the sell back of time shall begin with the Borough calculating the amount of the officer contribution for health insurance and the individual's hourly rate for the following year. These calculations will be provided by the Borough to each officer by November 1st of each year. An officer can sell back less than the number of calculated hours but cannot sell back more than the number of hours that would equal the amount of the officer's contribution for health insurance. For those officers who have waived health insurance, the Borough will assume that the officer was enrolled in Direct 10 based upon their single, married or family status.
 1. By December 14th of each year, the officer, in writing, shall advise the Borough of the number of hours that the officer wishes to sell. The Borough will then pay the officer fifty (50%) percent of that amount in the first pay period in June and fifty (50%) percent in the first pay period in December.

2. In the event that the Borough does not supply the information to the officer by November 1, then the obligation of the officer to advise as to how many hours the officer wishes to sell back will be due six (6) weeks after the Borough provides the information.
- C. In the event that no successor Agreement has been reached as of December 31 of a particular calendar year, the PTO Program shall continue. If subsequently the P.B.A. and the Borough agree on a salary increase to be effective on January 1 and retroactively applied, then all police officers will be entitled to that retroactive increase being applied to the sale of time from his/her PTO bank.
- D. When an officer participating in the PTO Program nears retirement, said officer must calculate his/her date of retirement for purposes of utilizing his/her PTO banked time. Officers participating in the PTO program understand that accumulated vacation, sick and personal time cannot be submitted for a lump sum payment. The Borough of Kinnelon has agreed to allow officers the ability to use accrued time prior to the individual's retirement.

Officers who do not utilize all banked time understand and acknowledge it will be forfeited unless the Borough wrongfully refuses to allow the officer to use the banked time.

All Officers participating in the PTO program are required to work seven (7) twelve (12) hour shifts (or equivalent) during the final month prior to retirement. Said Officer shall be paid an additional eighty (80) hours of pay.

Item 14. Legal Defense

The Borough shall provide legal defense to any police officer who is a defendant in any action arising out of or incidental to the performance of his/her duties in accordance with the provisions of *N.J.S.A. 40A:14-155*.

Item 15. Probationary Period

All officers shall complete a probationary period of one (1) year following his/her date of appointment. During the aforementioned probationary period, such police officer may be terminated without recourse and without cause.

Item 16. Retirement

- A. The New Jersey Police and Fire Pension Plan shall apply to retirement benefits in accordance with the law.
- B. In the event that an officer resigns in good standing but does not retire pursuant to the rules and regulations of the Police and Fireman's Retirement Fund, the police officer shall be entitled to be paid for one hundred percent (100%) of properly accumulated and unused vacation days, holidays and personal hours and fifty percent (50%) of any properly accumulated and unused sick time.
- C. Upon retirement, officers who had been employed for twenty three (23) continuous years as of January 1, 2014 and who have declined to participate in the PTO Program shall be entitled to be paid for one hundred percent (100%) of properly accumulated and unused vacation days, holidays and personal hours and fifty percent (50%) of any properly accumulated and unused sick time.
- D. Any officer participating in the PTO Program will follow the requirements as described in Item 13 of this Agreement.

Item 17. Off-Duty Police Services

All requests for voluntary off-duty services by organizations, persons, or corporations shall be made to the Borough, and all payments for such services shall be made to the Borough. The rate of compensation for said services shall be the normal overtime rate for the officer working such details for request by all organizations, persons or corporations and non-profit organizations. In addition to the normal overtime set forth above, there shall also be paid an amount to cover Borough administration costs, including Borough contributions which amount shall be set by the governing body of the Borough, but in no event shall said amount be less than \$2.00 per hour. The Borough retains the right to waive the collection of these administrative costs.

Item 18. Personal Days

Each full time officer covered under this Agreement shall receive twenty four (24) hours of personal time per year. For officers with twenty three (23) years of continuous service as of January 1, 2014 and who are not participating in the PTO Program, personal time is noncumulative and may be taken for any reason whatsoever, subject to the prior written approval of the Chief of Police. For those officers participating in the PTO Program, personal hours that are properly accumulated may be deposited in the PTO bank as described in Item 13 of this Agreement.

Item 19. Grievance Procedure

- A. A grievance is defined as a controversy regarding the interpretation and/or application of this Agreement, filed by P.B.A. Local #341 on behalf of an officer or officers covered by this Agreement.
- B. Kinnelon P.B.A. Local #341 shall have the right to be present and state its views at all stages of the Grievance Procedure. The aggrieved officer(s) may be represented at all stages of the Grievance Procedure by himself or herself, or, at his/her option, by a representative selected or approved by the Kinnelon P.B.A. Local #341.
- C. The time limits specified in this Grievance Procedure shall be construed as maximum. These time limits may be extended upon mutual agreement between the parties in writing.
- D. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation and/or application of this Agreement, the following procedures shall be followed:

Step 1.

An officer or officers with a grievance shall first consult with the P.B.A. union representative and, if not resolved, the P.B.A. Local #341 shall present the grievance in writing to the Chief of Police. Within seven (7) calendar days of receiving the grievance, the Chief shall meet and discuss the grievance with the union representative and the involved officer(s). Said meeting shall not be public. The Chief of Police shall render a written decision within seven (7) calendar days of the date of the meeting.

A grievance must be presented at Step 1 within fifteen (15) calendar days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not be considered a grievance under this Agreement.

Step 2.

If the union and/or the aggrieved officer(s) are not satisfied with the disposition of the grievance at Step 1 or if no written decision has been rendered within seven (7) calendar days after the presentation of the grievance at Step 1, the matter may be referred by the Kinnelon P.B.A. Local #341 to the Borough's Public Safety Committee. Such referral must occur no later than ten (10) calendar days after the Step 1 meeting or rendering of the Step 1 decision. If it is not presented within the aforementioned time period, it shall not be considered a grievance under this Agreement.

Within thirty (30) days of receiving the grievance at Step 2, a meeting on the grievance shall be held between the Kinnelon P.B.A. Local #341, the aggrieved officer(s) and the Public Safety Committee, at which meeting the parties may be represented. Said meeting shall not be in public. The Public Safety Committee shall render a written decision within fifteen (15) calendar days of the date of the meeting.

Step 3.

If the union and/or the aggrieved officer(s) are not satisfied with the disposition of the grievance at Step 2, or if no written decision has been rendered within fifteen (15) calendar days after the meeting on the grievance at Step 2, the grievance may be referred by the Kinnelon P.B.A. Local #341 to the Governing Body. Such referral must occur no later than ten (10) calendar days after the Step 2 meeting or rendering of the Step 2 decision. If it is not presented within the aforementioned time period, it shall not be considered a grievance under this Agreement.

A meeting on the grievance shall be held between the Kinnelon P.B.A. Local #341, the aggrieved officer(s) and the Governing Body (or its designee), at which meeting the parties may be represented. Said meeting shall occur within thirty (30) calendar days of the referral of the matter to the Governing Body. The meeting shall not be public if it is held by a designee in lieu of the Governing Body. If the Governing Body has not appointed a designee, the meeting shall be held in closed executive session at a duly scheduled public meeting of the Governing Body, unless the P.B.A. and/or the aggrieved officer(s) request, in writing, that the meeting be held in open public session. Such request must be made no later than three (3) business days before the meeting date.

The Governing Body or its designee shall render a final written decision within thirty (30) calendar days of the date of the meeting.

Step 4.

If the union and/or the aggrieved officer(s) are not satisfied with the disposition of the grievance at Step 3, or if no written decision has been rendered within thirty (30) calendar days after the meeting on the grievance at Step 3, the grievance may be submitted by the Kinnelon P.B.A. Local #341 and/or the aggrieved officer(s) to the New Jersey Public Employment Relations Commission ("PERC") for arbitration. Such referral must occur no later than twenty (20) calendar days after the Step 4 meeting or rendering of the Step 4 decision. If it is not presented within the aforementioned time period, it shall not be considered a grievance under this Agreement and the disposition rendered in Step 3 will be deemed final and binding.

The arbitrator shall be secured by the parties under the rules of PERC. The decision of the arbitrator shall be final and binding on the parties, with costs of the arbitrator to be borne equally by the parties. All other expenses shall be borne by the parties themselves.

Item 20. No Strike Pledge

- A. The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. 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 any officer from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the officer's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. The P.B.A. agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or other deliberate interference with normal work procedures, it is covenanted and agreed that participation in any such activity by an officer covered under the terms of this Agreement shall be deemed grounds for termination of employment of such officer or officers.
- C. The P.B.A. will actively discourage and will take whatever affirmative steps are reasonably necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Borough.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the P.B.A. or its members.

Item 21. General and Miscellaneous

- A. The Borough shall maintain its insurance policy of false arrest insurance.
- B. Any officer who is required to use his/her motor vehicle in the line of duty will be reimbursed at the prevailing rate established from time to time by the Borough, provided use of the vehicle was authorized by the Chief of Police.
- C. Each officer shall be provided with a one-half (1/2) hour paid meal period during his/her regular eight (8) hour tour of duty, subject to emergencies.

- D. Each officer covered under this Agreement shall have the right to join and support recognized and bona fide law enforcement organizations such as the Police Benevolent Association and the Traffic Officers Association.

Item 22. Savings Clause

In the event of any Federal or State legislation, governmental regulation, or Court decision causing invalidation of any part of this Agreement, all other parts not so invalidated shall remain in full force and effect and the parties shall renegotiate concerning any such invalidated provision.

Item 23. Seniority

- A. For purposes of lay-off, recall from lay-off and vacation selection, seniority shall govern as follows:
1. First by Seniority in rank;
 2. And then by Seniority in length of employment in the Department.
- B. ~~In the event of lay-off, strict seniority within the rank affected by the lay-off shall be followed. The least senior officer in the rank shall be permitted to bump into the next lower rank and lower salary, and said bumping process shall continue until the least senior officer of the department shall first be laid-off. Recall from lay-off shall be in the inverse order of lay-off.~~
- C. During lay-off of regular police officers, the Borough shall not hire additional officers without first recalling a laid-off officer back to work, nor shall any such work be contracted out. Nevertheless, the Borough shall be permitted to utilize a Special Police Officer provided that the regular police officer who would otherwise be utilized hereunder is given a first opportunity to render such services.

Item 24. Bereavement

- A. In the event an officer sustains a death in his/her immediate family, he/she shall be provided with five (5) working days leave from the date of death at no loss in pay. "Immediate family" shall be defined as parents, parents-in-law, spouse, children, brother, sister, or any member of the immediate household. The occurrence of a death for which bereavement time is granted herein during the officer's regularly scheduled vacation time shall not result in the loss of the benefit provided to the officer in this section.
- B. In the event of the death of a relative not included above, the officer shall be given one (1) working day off without loss in pay unless said officer is on vacation and does not return for the period of time from the date of death to the day of the funeral of said relative.

- C. The Borough reserves the right to request a death certificate and proof of relationship.

Item 25. Fully Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all 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 the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Item 26. Inconsistency

To the extent permitted under law, in the event of inconsistency of the terms and conditions of this Agreement with any Borough ordinance, resolution or employment policy, the terms and conditions of this Agreement shall override the inconsistent ordinance, resolution or employment policy only to the limited extent necessary to cure the inconsistency. Every effort shall be made to read the terms and conditions of the Agreement in conjunction with and consistent with the ordinance, resolution or employment policy.

Item 27. Rules and Regulations

The Kinnelon Police Department Rules and Regulations as adopted on October 19, 1978, and as further amended from time to time, remain in force and effect and shall be read in conjunction with and consistent with the terms and conditions of this Agreement to the fullest extent possible.

To the extent permitted under law, in the event of inconsistency of the terms and conditions of this Agreement with any Police Department Rule or Regulation, the Rule or Regulation shall override the inconsistent terms and conditions of this Agreement only to the limited extent necessary to cure the inconsistency. Every effort shall be made to read the terms and conditions of the Agreement in conjunction with and consistent with the Police Department Rules and Regulations.

Item 28. Convention Leave

Leave of absence with pay shall be given to duly authorized representatives of the P.B.A. to attend any State or National Convention of that organization, provided, however, that no more than ten percent (10%) of the bargaining unit shall be permitted such leave of absence with pay except no less than two (2) and no more than ten (10) authorized representatives shall be entitled to such

leave. This paid leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention provided that such leave shall be for no more than seven (7) calendar days. Certification of attendance at the convention shall, upon request, be submitted by the representatives so attending.

Item 29. Term of Agreement


This Memorandum of Agreement, entered into on this 16th day of December, 2016, between the Kinnelon Borough Mayor and Council and the members of the Kinnelon P.B.A. Local #341, excluding all ranks above Sergeant, covers the period **January 1, 2017 through December 31, 2019**, and until any revisions are mutually agreed upon.

SO AGREED BY THE PARTIES:

KINNELON P.B.A. LOCAL #341

**BOROUGH OF KINNELON
MORRIS COUNTY, NEW JERSEY**

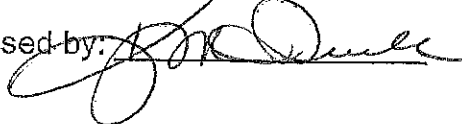
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Patrolman Ricky Ferriola
P.B.A. President

By: 
Mayor Robert Collins

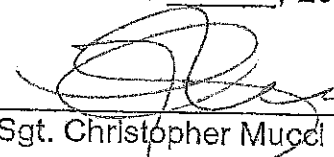
Date: December 16, 2016

Date: December 16, 2016

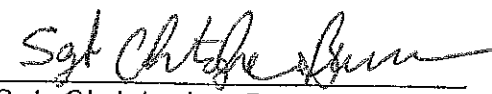
By: 
Patrolman Matthew Solari
P.B.A. Delegate

Witnessed by: 

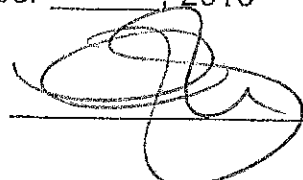
Date: December _____, 2016

By: 
Sgt. Christopher Mucci

Date: December 16, 2016

By: 
Sgt. Christopher Burns

Date: December 16, 2016

Witnessed by: 

FS:amr

DORSEY & SEMRAU

FRED SEMRAU
TRACY W. SCHNURR*
DAWN M. SULLIVAN*
JOSEPH E. BOCK, JR.
SUSAN C. SHARPE
* SENIOR ASSOCIATE

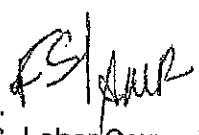
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NANETTE S. THOMAS
OF COUNSEL

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amrlzzuto@dorsey.semrau.com

ADVISORY MEMORANDUM

Confidential – Negotiation Privileges
Work Privilege and Attorney Client Privileges

Date: December 15, 2016
To: Councilman Adam Barish, Personnel Committee Chair
Copy to: Mayor Robert Collins
Chief John Schwartz
Deputy Clerk Karen Ieule
Attachment: To All
From: Fred C. Semrau, Esq. 
Anne Marie Rizzuto, Esq.
Dorsey and Semrau, LLC, Labor Counsel
Re: PBA Contract Negotiations – Revised Agreement

All,

This office has worked diligently since we received the proposed PBA Contract on December 6, 2016. We are happy to attach the proposed contract as revised. Councilman Barish and Chief Schwartz have worked closely with our office. At our direction, the Chief supplied the P.B.A. representatives with a redlined version of the contract showing revisions and has consulted with them through several revised versions. Per the Chief's representation to us, the P.B.A. representatives are amenable to the revisions.

We have asked Chief Schwartz to forward the proposed Agreement to the P.B.A. representatives.

We are advised that this Agreement will be on the Council Agenda for final approval tonight. We ask that you approve same, subject to revision, if any is necessary. The Agreement is to be signed before year's end.

This is a summary of the revision:

1. Global cleanup of the document;
2. Deletion and substitution of certain provisions that are no longer applicable in light of statutory changes to benefits and retirement payouts;
3. The PTO program was established for the Police Department during the last contract negotiation, which assists the officers in paying for their contribution for health benefits as mandated by law. The insertion of the PTO program language into multiple sections of the agreement was not coherent and at times did not even reflect how the program actually works for those that participate in it;
4. Additionally, there are separate provisions made for three (3) long time Officers who are not participating in the PTO program and proper differentiation between them and all other officers was necessary;
5. Additionally, we felt that some of the grievance provisions needed to be updated in conformity with current practices in the labor field as well as to bring them into consistency with other Borough policies;
6. Two provisions at the end of the agreement dealing with repeal of borough ordinances and the Police Department rules and regulations were not beneficial to the Borough and were revised; and,
7. Significant revisions were required because of the changes in the health care provider and plans, which had to be revised or eliminated to reflect current procedures.

Thank you for the opportunity to be of service to the Borough and we look forward to serving the Borough in the future.

FS:amr