

Memorandum Of Understanding

WHEREAS, the Borough of Old Tappan and Old Tappan PBA Local 206 are parties to a collective Negotiations Agreement having a term of January 1, 2015 through December 31, 2018.

WHEREAS, the Borough of Old Tappan and Old Tappan PBA Local 206 desires to implement a new work schedule, hereinafter the "Modified Pitman Schedule", and

WHEREAS, the parties have agreed to implement a schedule change on a one year trial basis beginning January 4, 2016. If either party decides to terminate the Modified Pitman Schedule as set forth herein, the department shall revert back to the 4-2 schedule that it was previously working.

WHEREAS, the impact of this schedule on the operation of the Old Tappan Police Department and its sworn officers and the services provided to the public will be monitored on an on-going basis throughout this trial period; and

WHEREAS, the parties recognize that various provisions of the Collective Bargaining Agreement are impacted by such revised work schedules;

IT IS HEREBY AGREED AND UNDERSTOOD between the parties as follows:

1. Trial Period. The parties acknowledge that the following twelve (12) hour work schedule (Modified Pitman Schedule) is designed as a temporary and experimental change for the Old Tappan Police Department. As such, the duration of this schedule shall be subject to the following conditions and limitations:

- a. The trial period shall be for the period commencing January 4, 2016 and terminating January 3, 2017. Unless otherwise extended, at the termination of this trial period, this Memorandum of Understanding shall no longer be of any force and effect and the work schedule shall revert to Section 11.0 of the Collective Bargaining Agreement. Notwithstanding the foregoing, if the schedule interferes with the proper operation and/or administration of the Police Department, either party may terminate this Memorandum of Understanding and discontinue the Modified Pitman Schedule on twenty-eight (28) days written notice to the other. Such termination shall not be a ground for a grievance. In the event of termination of this Memorandum of Understanding, schedule adjustment time will be given back to the employees as straight time.
 - b. Subject to the early termination provisions set forth above, the parties hereto may mutually agree, in writing signed by both parties, to extend the trial period for twelve month increments.
 - c. The Borough of Old Tappan and Old Tappan PBA Local 206 agree to meet at mutually convenient times periodically during the trial period to evaluate the schedule and propose changes in the schedule.
2. Employees working the Modified Pitman Schedule shall be entitled to one (1) forty-five (45) minute meal period and two (2) rest periods of fifteen (15) minutes each, which may not be taken consecutively or with a meal break or at the beginning or end of the shift.
 3. The work schedule for those working the Modified Pitman Schedule will comply with the following provisions.

The "day" shift will be between 0700-1900 hours and the "night" shift will be from 1900-0700 hours. The covered employee will work a 10 week schedule that consists of two (2) days on, followed by two (2) days off, followed by three (3) days on, followed by two (2) days off, followed by two (2) days on, followed by three (3) days off, working either the day or night shifts, with every other weekend a three day weekend off as shown below.

	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>
Week 1	7am	7am	Off	Off	7am	7am	7am
Week 2	Off	Off	7am	7am	Off	Off	Off
Week 3	7am	7am	Off	Off	7pm	7pm	7pm
Week 4	Off	Off	7pm	7pm	Off	Off	Off
Week 5	7pm	7pm	Off	Off	7pm	7pm	7pm
Week 6	Off	Off	7am	7am	Off	Off	Off
Week 7	7am	7am	Off	Off	7am	7am	7am
Week 8	Off	Off	7pm	7pm	Off	Off	Off
Week 9	7pm	7pm	Off	Off	7pm	7pm	7pm
Week 10	Off	Off	7pm	7pm	Off	Off	Off

In cases of emergency, the officer in charge or in control of the Department shall have the full authority to summon and keep on duty any and all such members during the period of emergency as defined by the Chief of Police pursuant to New Jersey Law.

4. Work in excess of the covered employee's basic work schedule under the Pitman Schedule or in excess of a twelve (12) hour shift shall be considered overtime and shall be paid at an hourly rate of one and one-half (1 ½) times the Employee's base hourly rate based on 1952 hours.
 - a. Except in cases of emergency, no double shifts shall be permitted for those employees working the twelve (12) hour shift schedule.
 - b. Except in cases of emergency, a maximum of six (6) hours overtime may be worked if it is prior to or immediately following an employee's shift.
 - c. Except in cases of emergency, an employee must have six (6) hours off following completion of a shift before returning to work.

5. The granting of time off and the manner in which time is used will remain as stated in the contract.
 - a. Schedule adjustment time will be utilized to prorate the officer's vacation and personal days back to the number of days that are set forth in the contract.
 - b. Holiday pay will remain based on thirteen (13) days consisting of eight (8) hours per day.
 - c. Bereavement, Wedding, Moving, Birth of Child, and Illness of Spouse days shall remain as stated in the contract.

6. Schedule Adjustment Days (SAD)

The contract between the Borough of Old Tappan and the Old Tappan Officers of PBA Local 206 states that the officer will work a total of 1952 hours (244) days in a calendar year. The Modified Pitman Schedule states that the officer will work a total of 2184 hours (182 days). The difference of 232 hours (19.3 days) will be utilized by the officer as schedule adjustment time.

- a. Requests for SAD must be submitted to the Chief by a date or dates he sets. A maximum of one officer per shift may be permitted SAD. The days will be granted as long as there is adequate coverage on the shift. Compensatory time can be utilized as per past practice.
 - Each officer may convert up to three (3) schedule adjustment days into hours to be used as adjustment hours.
 - The adjustment hours will be used in the same manner as compensatory time, but will remain separate from compensatory time.
- b. Requests for schedule adjustment days after Memorial Day will only be submitted after the vacation schedule has been posted.
- c. All schedule adjustment time/hours must be used within the calendar year and will not carry over to the next year.
- d. Schedule Adjustment Time shall not accrue for extended leaves of absence, such as military leave, maternity leave, leaves of absence, injury or illness occurring in the line of duty requiring time off for treatment or rehabilitation in excess of ninety (90) calendar days or off-duty illness or injury in excess of thirty (30) days.
- e. Schedule Adjustment Time shall be straight time, not calculated as overtime.

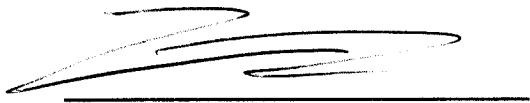
7. Vacation Days and Personal Days

- a. Each officer will utilize schedule adjustment hours in order to remain at the same number of vacation days and personal days.

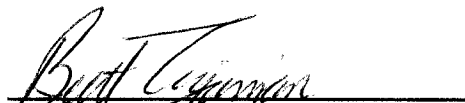
- i. Each officer will utilize twelve (12) schedule adjustment hours to give him/her three (3) working days off annually as personal days.
- b. Each officer will utilize schedule adjustment hours in order to remain at the same number of vacation days, based on his/her length of service, as stated in the contract (Section 21.00, Appendix "C").
 - i. Officers with less than one (1) year of service will utilize twenty-eight (28) schedule adjustment hours to give him/her seven (7) working days off annually as vacation days. Remaining schedule adjustment time – 192 hours / 16 days.
 - ii. Officers with more than one (1) year but less than six (6) years of service will utilize forty-eight (48) schedule adjustment hours to give him/her twelve (12) working days off as vacation days. Remaining schedule adjustment time – 172 hours / 14.3 days.
 - iii. Officers with at least six (6) years but less than seven (7) years of service will utilize fifty-six (56) schedule adjustment hours to give him/her fourteen (14) working days off as vacation days. Remaining schedule adjustment time – 164 hours / 12.8 days.
 - iv. Officers with at least seven (7) years but less than eight (8) years of service will utilize sixty (60) schedule adjustment hours to give him/her fifteen (15) working days off as vacation days. Remaining schedule adjustment time – 160 hours / 13.3 days.
 - v. Officers with at least eight (8) years but less than nine (9) years of service will utilize sixty-four (64) schedule adjustment hours to give him/her sixteen (16) working days off as vacation days. Remaining schedule adjustment time – 156 hours / 13 days.
 - vi. Officers with at least nine (9) years but less than ten (10) years of service will utilize sixty-eight (68) schedule adjustment hours to give him/her seventeen (17) working

- days off as vacation days. Remaining schedule adjustment time – 152 hours / 12.7 days.
- vii. Officers with at least ten (10) years but less than eleven (11) years of service will utilize seventy-two (72) schedule adjustment hours to give him/her eighteen (18) working days off as vacation days. Remaining schedule adjustment time – 148 hours / 12.3 days.
 - viii. Officers with at least eleven (11) years but less than twelve (12) years of service will utilize seventy-six (76) schedule adjustment hours to give him/her nineteen (19) working days off as vacation days. Remaining schedule adjustment time -144 hours / 12 days.
 - ix. Officers with at least twelve (12) years but less than thirteen (13) years of service will utilize eighty (80) schedule adjustment hours to give him/her twenty (20) working days off as vacation days. Remaining schedule adjustment time – 140 hours / 11.6 days.
 - x. Officers with at least thirteen (13) years but less than fourteen (14) years of service will utilize eight-four (84) schedule adjustment hours to give him/her twenty-one (21) working days off as vacation days. Remaining schedule adjustment time – 136 hours / 11.3 days.
 - xi. Officers with at least fourteen (14) years but less than fifteen (15) years of service will utilize eight-eight (88) schedule adjustment hours to give him/her twenty-two (22) working days off as vacation days. Remaining schedule adjustment time – 132 hours / 11 days.
 - xii. Officers with at least fifteen (15) years but less than sixteen (16) years of service will utilize ninety-two (92) schedule adjustment hours to give him/her twenty-three (23) working days off as vacation days. Remaining schedule adjustment time – 128 hours / 10.7 days.
 - xiii. Officers with at least sixteen (16) years but less than seventeen (17) years of service will utilize ninety-six (96) schedule adjustment hours to give him/her twenty-four (24) working days off as vacation days. Remaining schedule adjustment time – 124 hours / 10.3 days.

- xiv. Officers with at least seventeen (17) or more years of service will utilize one hundred (100) schedule adjustment hours to give him/her twenty-five (25) working days off as vacation days. Remaining schedule adjustment time – 120 hours / 10 days.
 - c. In the event the parties terminate the Modified Pitman Schedule, posted vacation and/or personal days will remain as scheduled.
- 8. Any officer attending a full or half day police academy course will return to work to complete the remainder of his/her twelve (12) hour shift. Any officer assigned to police training on a day he/she is scheduled for duty may use schedule adjustment time in lieu of returning to duty if staffing levels permit. The Chief or his designee may temporarily adjust an employee's schedule to eight hour shifts for police academy courses lasting an extended period of time. SAD shall not accrue during the extended training period.
- 9. The provisions of the Memorandum of Understanding shall be applicable only to those covered employees the Chief of Police has assigned to work under the Modified Pitman Schedule. All other covered employees shall continue to be governed under the provisions of Section 11.0 of the Agreement.

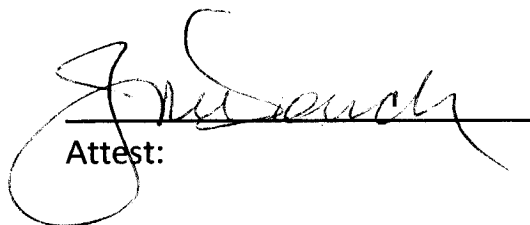


Mayor

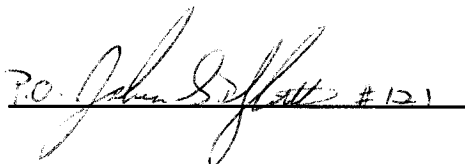


PBA

Attest:



Borough Clerk



PBA

1/3/16

Date

12/30/2015

Date