

**AGREEMENT**

**Between**

**BOROUGH OF MIDLAND PARK**

**-And-**

**THE POLICE BENEVOLENT ASSOCIATION LOCAL NO. 79  
(MIDLAND PARK UNIT)**

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**January 1, 2018 through December 31, 2022**

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**PREAMBLE**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_  
2017, by and between the **BOROUGH OF MIDLAND PARK**, hereinafter called the  
"Borough"; and the **POLICE BENEVOLENT ASSOCIATION LOCAL 79 (MIDLAND  
PARK UNIT)** hereinafter called the "Association";

**WHEREAS**, the Borough and the Association have negotiated and have come to an  
agreement with respect to those terms and conditions of employment set forth herein, and

**WHEREAS**, the parties desire to confirm in this Agreement their understanding in regard  
thereto;

**NOW, THEREFORE**, in consideration of the following mutual covenants, it is hereby  
agreed as follows:



**ARTICLE I**  
**RECOGNITION**

The Borough hereby recognizes the Policemen's Benevolent Association, PBA Local 79 (Midland Park Unit) as the exclusive and sole representative for the purpose of collective negotiation concerning the terms and conditions of employment for the Policemen in the Borough and more specifically listed hereinafter.

The Borough and the Association hereby establish the terms of this contract beginning January 1, 2018 and ending December 31, 2022. At the expiration of the term hereof, the parties hereto agree to negotiate in good faith in the preparation of a successor agreement to begin January 1, 2023, and terminating on such date as the parties hereto may agree. Unless a contrary intent is expressed in this Agreement, all terms and conditions of employment as well as all rights, duties, benefits and obligations shall continue at the standard in existence at the time of commencement of negotiations.

**ARTICLE II**

**MUTUAL COMMITMENT**

This Agreement constitutes a Borough and Department policy for those terms and conditions set forth herein for the term of said Agreement and both parties shall carry out their respective commitments contained herein.

**ARTICLE III**

**SALARIES**

A. The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix A.

B. The base annual salary for the period covered by this Agreement, shall, along with all other economic items be deemed effective to January 1, 2018, unless otherwise specified. Any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

C. Annual increment steps, together with all other benefits, shall be calculated upon the completion of one calendar year of service from actual date of hire, unless otherwise specified. A year of service shall be the end of one (1) calendar year from date of hire.

D. In recognition of the hazardous duty of their employment each member covered by this contract upon completion of seven (7) years shall receive an annual Hazardous Duty benefit calculated based upon completed years of service multiplied by the following numbers:

- A. Effective January 1, 2018 – One Hundred Eighty Dollars (\$180.00) for each completed year of service.
- B. Effective January 1, 2019 – One Hundred Ninety Dollars (\$190.00) for each completed year of service.
- C. Effective January 1, 2020 – Two Hundred Dollars (\$200.00) for each completed year of service.
- D. Effective January 1, 2021 – Two Hundred Ten Dollars (\$210.00) for each completed year of service.
- E. Effective January 1, 2022 – Two Hundred Twenty Dollars (\$220.00) for each completed year of service.

The above entitlements will be placed in the Employee's base pay and be utilized for all calculation purposes.

**ARTICLE IV**

**PRESERVATION OF RIGHTS**

The Employer agrees that all benefits, terms and conditions of employment relating to the status of Employees, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

**ARTICLE V**  
**MANAGEMENT RIGHTS**

The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- A. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its Employees;
- B. To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer Employees;
- C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
- D. To establish a code of rules and regulations of the Department for the operation of the Department.
- E. Nothing contained herein shall be construed to restrict the Borough in its exclusive right to administer the Department and control the work of its personnel, nor to restrict the Borough in any of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county, or local laws or ordinances.

**ARTICLE VI**

**ASSOCIATION REPRESENTATIVES**

A. The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.

B. The Association shall furnish the Employer in writing the names of the representatives and alternates and notify the Employer of any changes.

C. The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

(i) The investigation and presentation of grievance in accordance with the provisions of the Collective Bargaining Agreement.

(ii) The transmission of such messages and information which shall originate with, and are authorized by the Association of its Officer.

D. The designated Association representatives, no more than two (2), shall be granted time with pay during working hours to attend all meetings, grievance proceedings and grievance procedures and conferences that are scheduled by the Borough.

**ARTICLE VII**  
**RIGHTS OF EMPLOYEES**

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

A. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

B. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

C. The member of the force shall be informed of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he/she should be so informed at the initial contact.

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

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

F. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he/she so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and



Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney.

G. In cases other than departmental investigations, if a member of the force is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

H. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

**ARTICLE VIII**

**WORK DAY, WORK WEEK AND OVERTIME**

A. The normal work day tour shall be eight (8) hours, which shall include, within the eight (8) hour span, reasonable meal and rest periods.

B. The normal work day shall be based upon the utilization of a three (3) shift system which shall function for eight (8) hours for each shift during the twenty-four (24) hour day.

C. Work in excess of the Employee's basic work week or tour for a day is overtime.

D. Overtime shall be paid by the following rules: It shall be paid either as paid overtime compensation [time and one-half (1 1/2)] or compensatory time.

E. Compensatory time shall be computed at the rate of time and one-half (1 1/2).

F. The Employee shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either before working such overtime or within forty-eight (48) hours after completing the working of such overtime and shall notify his Commanding Officer in writing of his decision.

G. An Employee may accumulate no more than sixty-four (64) hours of overtime to be banked as compensatory time which is equivalent to ninety-six (96) hours of overtime pay, the Employee shall receive only paid overtime compensation.

H. If the Employee chooses compensatory time, that choice may be altered at the sole option of the Employee under the following conditions:

- (i) The request for the conversion is made in the calendar year during which the compensatory time was earned.
- (ii) The request for conversion must be received by the Commanding Officer no later than the day following the normal pay day to insure inclusion within the next pay period.

I. Any compensatory time not utilized by the Employee by December 15th shall be paid to him pursuant to the paid overtime compensation provision of this Agreement. Requests for use of banked time shall be made in writing to the Chief or his designee and granted subject to the needs of the Department.

J. All overtime payments due Employees shall be paid in the pay period immediately subsequent to the pay period during which said overtime was worked, without the necessity of the Employee submitting a voucher for same.

K. Work Schedule Committee - The parties shall form a joint Scheduling Committee to meet and discuss an improved work schedule which is intended to improve public service. The Committee shall have a maximum of four (4) representatives of each party.

L. Effective January 1, 2017 the Twelve (12) Hour Work Chart set forth in Appendix D shall be effective.

**ARTICLE IX**  
**HOURLY RATE**

To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary, shall be divided by two thousand eighty (2,080) hours.

**ARTICLE X**  
**COURT TIME**

A. Court time, as referred to in this ARTICLE shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies.

B. All such required Court time shall be considered as overtime and shall be compensated at the time and one-half (1 1/2) rate.

C. When an Employee covered under this Agreement shall be required to travel to and from any courts or administrative bodies, as noted in this ARTICLE, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Employer's police headquarters and the court or administrative body.

D. The amount of overtime to which an Employee may be entitled under this ARTICLE shall be the actual time required, including waiting time, in the court or administrative body, together with any applicable travel time, provided, however, that the Employee's entitlement to overtime under this ARTICLE shall not be less than two (2) hours of overtime pay.

**ARTICLE XI**

**POLICE TRAINING**

All schools or seminars that a member be authorized to attend as recommended by the Chief of Police and approved by the appropriate authority, shall be paid at the regular rate, if a member goes on his own time except that mandatory training will be at one and one-half (1½) time if not on a scheduled work day.

**ARTICLE XII**  
**SICK LEAVE**

A. Sick leave is hereby defined as absence from duty due to illness or disability not arising out of or in the course of employment.

B. Members covered by this contract shall be entitled to, without loss of pay or benefits, to annual sick leave in the amount of seven hundred sixty-eight (768) hours per calendar year (sixty-four (64) Pitman Days).

C. If disability continues beyond the period for which full benefits are provided, benefits in the amount of fifty percent (50%) of the basic rate of pay will be paid for a period not exceeding a total of fifty-two (52) weeks.

D. In all cases of reported illness or disability the Borough reserves the right to have the Employee examined by a physician at the Borough's cost and expense.

E. The Borough also reserves the right to have the Employee examined and certified as fit for duty after a protracted period of illness or accident, but in any event an Employee who has been hospitalized or undergone surgery, or has been off duty due to illness or accident must furnish to the Department Head a certificate from the Employee's personal physician indicating fitness of Employee to return to work. This certificate will then be forwarded to the Borough Clerk for filing with the Employee's personnel record.

F. If an Officer uses four (4) sick days or less during a calendar year then said Officer shall receive one (1) additional personal day in the next calendar year. This personal day would be taken subject to the procedures for personal time use as are currently established

**in the Midland Park Police Department.**

**G. Effective January 1, 2002 the following schedule shall be applicable to the sick leave non-use incentive:**

<b>No sick days used in calendar year .....</b>	<b>4 additional days off</b>
<b>1 or 2 sick days used in calendar year .....</b>	<b>3 additional days off</b>
<b>3 or 4 sick days used in calendar year .....</b>	<b>2 additional days off</b>
<b>5 or 6 sick days used in calendar year .....</b>	<b>1 additional day off</b>
<b>7 or more sick days used in calendar year .....</b>	<b>no additional days off</b>

**The additional days off set forth on the schedule above represent a day off with full compensation. Utilization of these sick leave non-use incentive days shall be at the request of the Employee and granted within the sole discretion of the Police Chief. Use of these days shall not result in the Borough incurring any overtime costs.**



**ARTICLE XIII**  
**DEATH IN FAMILY**

In the event of a death in the Employee's family such as wife, husband, mother, father, child, brother, sister, parents or parents of spouse, grandparents or grandparents of spouse, or a close relative residing with the Employee, the Department Head shall grant up to a three (3) day leave of absence, between the time of death and burial, with pay.

**ARTICLE XIV**  
**LEAVE OF ABSENCE**

A leave of absence without pay may be granted by the Borough Council for a period not exceeding three (3) months, which period may be renewed for a total not exceeding one (1) year at the discretion of the Borough Council, to any Employee or Officer of the Borough (1) who is temporarily physically or psychologically incapacitated, (2) in the time of emergency or preparation for national defense, (3) for any reason considered good and for the best interests of the Borough. The Borough Council shall consider each case on its merits and without establishing a precedent.

**ARTICLE XV**

**WORK INCURRED INJURY**

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

B. The Employee shall cooperate with any doctor designated by the Employer's Worker's Compensation insurance carrier and to present such evidence from the treating physician to the Employer as may be reasonably requested from time to time.

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

D. For the purpose of this ARTICLE, injury or illness incurred while the Employee is acting in an Employer authorized activity, shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or, if there is an appeal therefrom, the final decision of that last reviewing Court.

F. An injury or duty requiring time off for treatment, recuperation or

**rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.**

**ARTICLE XVI**

**HOLIDAYS**

A. Employees covered by this Agreement shall be entitled to twelve (12) holidays per year. A Police Officer may request six (6) days off and receive pay for the other six (6) days.

B. The holidays recognized by the parties are as follows:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday After Thanksgiving
12. Christmas Day

C. In addition to the regular paid holidays heretofore set forth, the Employees covered under this Agreement shall be entitled to such further paid holidays as may be declared from time to time by the Governing Body herein and granted any other Employees.

**ARTICLE XVII**

**PERSONAL LEAVE**

A. Each Employee shall have three (3) personal leave days per year. For the purposes of this clause, an Employee shall not be required to advise his superior of the reason for the personal leave days.

B. Employees must give the Chief of Police twenty-four (24) hours' notice of their intention to take a personal day and must receive approval from the Chief to insure that the Employer has adequate personnel on hand to perform all necessary functions.

C. A denial of an application for personal time under this Section by the Chief shall only be made for a sufficient cause.

D. In the event of a denial of a personal day or days, and in the further event such personal day is not utilized within the calendar year, the Employee shall be paid for such personal day or days at the straight time rate.

E. Personal leave time under this ARTICLE shall be granted in units of not less than four (4) hours for each occasion.

**ARTICLE XVIII**

**RECALL**

Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half (1 1/2) the straight time hourly rate of pay with a minimum guarantee of three (3) hours work or pay in lieu thereof. (see Appendix D, Section B(4)).

**ARTICLE XIX**

**PRIORITY FOR OVERTIME**

A. Overtime for regularly scheduled shifts and details shall be offered to regular full time Employees of the Department in order of preference based upon a rotating seniority roster; however, not more than one (1) Officer [namely Captain, Lieutenant and Sergeant] shall be used per shift except in a dire emergency condition at the discretion of the Chief of Police.

B. Following three (3) roster calls, if a regular full time Employee is not available, a special Patrolman may be assigned. This clause shall not prevent a special Officer from being used for church details, special events, school board events, or in the event of a full departmental mobilization.

C. There may be certain situations in which the Department because of special skills or other attributes of a particular Officer, determines that it is in the best interest of the Employer to bypass an Employee or Employees on the seniority list and while this Agreement contemplates such possibilities, it is agreed and understood that such bypassed Employees must become next on the list for the purposes of the overtime roster.

D. The purpose of this clause is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.



**ARTICLE XX**  
**UNIFORMS**

A. Each new Police Officer shall receive from the Borough, free of charge and in lieu of a clothing allowance for that year, a complete uniform.

B. Thereafter, during the term of this Agreement, each Police Officer shall receive the sum of Fifteen Hundred Dollars (\$1,500.00) per year as uniform allowance and uniform maintenance. Payment shall be made in two (2) installments of Seven Hundred Fifty Dollars (\$750.00) of which one (1) such installment shall be made payable during the first week in April and one (1) during the first week in October.

C. If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items and such change shall not diminish the uniform allowance and uniform maintenance outlined above.

D. An Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the Employer,

**ARTICLE XXI**

**OFF DUTY POLICE ACTION**

A. Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

(i) Any action taken by a member of the force on his time off which would have been taken by an Officer on active duty if present or available, shall be considered Police action, and the Employee shall have all of the rights and benefits concerning such action as if he/she were then on active duty.

(ii) Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off duty Police Officers, and further recognizing the weighty responsibility and hazards confronting such armed off duty Police Officers, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One (\$1.00) Dollar per year which shall be deemed to be included in each Employee's base annual salary.

**ARTICLE XXII**  
**INSURANCE**

A. The Employer will provide insurance coverage to Employees covered under this Agreement, protecting them from all civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

B. Should the Employer change insurance carriers or if the policy of insurance is altered, then the Employer shall promptly notify the Employee Organization and the parties shall promptly renegotiate the insurance clause.

**ARTICLE XXIII**

**POLICE DEPARTMENT SAFETY**

A. The parties hereby agree to establish a health and safety committee to render recommendations as to all matters of health of members of the Midland Park Police force. Such jurisdiction of this committee shall include but not be limited, by the following: Police Department personal equipment, weapons, procedures, numbers of personnel required to accomplish specific tasks, departmental facilities, Police Officer, prisoner and public safety, and other related matters.

B. Said committee shall be comprised of Borough representatives and Association representatives. Said committee shall meet not less than once every two (2) months at a mutually convenient time and place. Any person may submit suggestions to the committee members either orally or in writing.

**ARTICLE XXIV**  
**PERSONNEL FILES**

A. Separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

B. Any member of the Association may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his/her designated representative.

C. Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file.

D. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

**ARTICLE XXV**

**VACATIONS**

**Vacations shall be provided in accordance with Appendix B.**

**ARTICLE XXVI**  
**GRIEVANCE PROCEDURE**

A. For the purpose of providing expeditious and mutually satisfactory resolutions of problems arising during this Agreement, the parties adopt the following grievance procedure which shall be kept as informal as may be appropriate.

B. This grievance procedure shall cover issues of application or interpretation of this Agreement and is meant to provide means by which Employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

**STEP ONE**

All grievances will be filed in writing with the Department Head, who will within forty-eight (48) hours\*, grant a hearing to the aggrieved Employee.

**STEP TWO**

Should the grievance not be settled to a mutual satisfaction, it will be submitted in writing by the Department Head or the aggrieved Employee, within forty-eight (48) hours\* following the initial meeting, to the appropriate authority immediately upon receipt thereof. The appropriate authority shall, within thirty (30) days from receipt of said grievance, render a decision which will be transmitted in writing to the Department Head and the aggrieved Employee.

### **STEP THREE**

Should such decision not be acceptable, or suitable, the aggrieved Employee and/or the Department Head may request in writing within forty-eight (48) hours\* of receipt of such decision, to meet with the appropriate authority. If no such request for a meeting is received within forty-eight (48) hours\*, this matter will be considered closed.

\*Saturdays, Sundays, Holidays excepted.

### **STEP FOUR**

If the grievance is not settled through the preceding steps, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after the determination of the **STEP THREE** proceeding. The Arbitrator or Arbitrators shall be selected in accordance with the rules of the said Commission and the expense shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his presentation.

C. The Arbitrator or Arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. The Arbitrator shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the Arbitrator shall be final and binding.

D. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Mayor and Council.

E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next step in the grievance procedure



within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

F. An Employee covered by this Agreement may pursue a grievance alone, with a representative of his own choosing or the PBA representative.

**ARTICLE XXVII**

**HOSPITALIZATION**

A. The current medical benefits program shall be continued. In the event that any present insurance carrier shall refuse to continue such insurance or in the event the Borough should elect to place such coverage with a different insurance carrier, become self-insured, join a pool or fund, or otherwise effectuate a transfer of coverage, such transfer shall maintain substantially similar coverage and benefits to the Employee and/or his/her dependents. Any and all increases in premium payments for covered active Employees and their dependents and/or the costs of such insurance shall be borne exclusively by the Borough. In the event that a decrease in coverage and/or benefits takes place as a result of the Borough's election to change insurance carriers, *etc.*, and if an Employee and/or any member of the Employee's family suffers an adverse change in coverage and/or benefits as a result, then the Borough shall make prompt payment to the Employee in the amount of the difference between the benefits as covered under the pre-existing insurance program and the benefits as covered under the new plan.

B. Hospitalization based upon a "conventional" retirement option in accordance with Appendix C shall be provided.

C. Employees shall contribute to the cost of health benefits in an amount equal to that required by P.L. 2011, c. 78. After full implementation, those contribution levels shall become part of the parties' collective negotiations agreement and shall then be subject to collective negotiations in a manner similar to other negotiable items between the parties.

D. The Borough shall maintain healthcare coverage for families of Officers killed in the line-of-duty at no cost to his surviving family members.

E. The parties agree to meet and reopen the contract in the event that there is a possible reduction in the *Chapter 78* premium payment requirements as of the end of calendar year 2018.

**ARTICLE XXVIII**

**DENTAL INSURANCE**

Each member of the Association shall be provided with a dental plan at a cost not to exceed Two Hundred (\$200.00) Dollars per year to the Borough. Each Employee may choose from single, two (2) party or family coverage. If the cost of coverage exceeds Two Hundred (\$200.00) Dollars per year, the balance will be deducted from the salary of the Employee.

2018-2022  
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**ARTICLE XXIX**

**TERMINAL LEAVE**

A. Each Employee who retires under the "conventional retirement option" shall be granted six hundred twenty-five (625) hours of terminal leave. Other types of retirement are explicitly excluded from this clause.

B. The retiring member shall have the personal and individual option of taking the terminal leave either before or after said individual's official date of separation. [Example: An Officer may either wait until he/she has achieved twenty-five (25) years of active service or more and then take his/her terminal leave, or, in the alternative said Officer may depart from active service taking advance credit for his/her terminal leave to then bring said Officer up to his/her twenty-five (25) year pension retirement date. This option would be at the sole discretion of the retiring Employee with the sole option being that advance notice is given to the public employer.

**ARTICLE XXX**  
**DELEGATE TIME**

When the PBA State Delegate position is filled by an Officer from the Midland Park Police Department, said person shall be given time off without loss of regular pay or benefits in order to attend monthly meetings of the State PBA. This provision shall be in addition to other Delegate time off as is provided by this Agreement or by law.

**ARTICLE XXXI**

**CEREMONIAL ACTIVITIES**

A. In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Borough will permit at least one (1) uniformed Police Officer of the Borough to participate in funeral services for the said deceased Officer.

B. Subject to the availability of same, the Borough may permit a Borough police vehicle to be utilized by the member in the funeral service.

C. Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service.

**ARTICLE XXXII**

**EDUCATION INCENTIVE**

A. Any Officer with an Associate Degree shall receive a Six Hundred Dollar (\$600.00) stipend annually. Those Officers who are honorably discharged from the military will also receive this annual incentive. Any Officer with a Bachelor's Degree shall receive a One Thousand Two Hundred Dollar (\$1,200.00) stipend annually. Any Officer with a Master's Degree shall receive a One Thousand Five Hundred Dollar (\$1,500.00) stipend annually. Any Officer with an E.M.T. certification shall receive an annual stipend of One Thousand Five Hundred Dollars (\$1,500.00). This annual EMT stipend will only be paid if EMT certification is used in the line of duty.

B. Any bargaining unit Employee entitled to benefits under this Article shall have said benefits placed in said member's base pay and utilized for all calculation purposes.



**ARTICLE XXXIII**

**NO WAIVER**

A. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

B. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on

this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**ATTEST:**

\_\_\_\_\_

**BOROUGH OF MIDLAND PARK**

\_\_\_\_\_  
**POLICE BENEVOLENT ASSOCIATION  
LOCAL 79 (MIDLAND PARK UNIT)**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX A**

**BASE WAGE SCALE**

	Effective on 01/01/2018	Effective on 01/01/2019	Effective on 01/01/2020	Effective on 01/01/2021	Effective on 01/01/2022
<b>Academy</b>	\$35,717.69	\$36,789.22	\$37,892.90	\$39,029.69	\$40,200.58
<b>Academy Graduate</b>	\$45,533.57	\$46,899.58	\$48,306.57	\$49,755.77	\$51,248.44
<b>Beginning 2<sup>nd</sup> Year</b>	\$56,138.47	\$57,822.62	\$59,557.30	\$61,344.02	\$63,184.34
<b>Beginning 3<sup>rd</sup> Year</b>	\$66,745.55	\$68,747.92	\$70,810.36	\$72,934.67	\$75,122.71
<b>Beginning 4<sup>th</sup> Year</b>	\$77,351.54	\$79,672.09	\$82,062.25	\$84,524.12	\$87,059.84
<b>Beginning 5<sup>th</sup> Year</b>	\$87,958.61	\$90,597.37	\$93,315.29	\$96,114.75	\$98,998.19
<b>Beginning 6<sup>th</sup> Year</b>	\$98,564.60	\$101,521.54	\$104,567.19	\$107,704.21	\$110,935.34
<b>Beginning 7<sup>th</sup> Year</b>	\$106,622.73	\$109,821.41	\$113,116.05	\$116,509.53	\$120,004.82
<b>Beginning 8<sup>th</sup> Year</b>	\$114,681.94	\$118,122.40	\$121,666.07	\$125,316.05	\$129,075.53
<b>Beginning 9<sup>th</sup> Year</b>	\$125,195.97	\$128,951.85	\$132,820.41	\$136,805.02	\$140,909.17
<b>Sergeant</b>	\$131,279.02	\$135,217.39	\$139,273.91	\$143,452.13	\$147,755.69
<b>Lieutenant</b>	\$137,365.38	\$141,486.34	\$145,730.93	\$150,102.86	\$154,605.95

**APPENDIX B**

**VACATIONS**

Each Employee shall receive an annual vacation pursuant to the following schedule:

- |   |  |
|---|--|
| (A) During First Year of Service                      | One Day for Each Month of Service Prior to July 1st, Not to Exceed Eleven (11) Working Days  |
| (B) After Completion of First Year Of Service         | Eleven (11) Working Days   |
| (C) After Completion of Four (4) Years of Service     | Twelve (12) Working Days   |
| (D) After Completion of Six (6) Years of Service      | Thirteen (13) Working Days   |
| (E) After Completion of Eight (8) Years of Service    | Fourteen (14) Working Days   |
| (F) After Completion of Ten (10) Years of Service     | Sixteen (16) Working Days  |
| (G) After Completion of Fifteen (15) Years of Service | One Additional Vacation Day, and Then One (1) Additional Vacation Day For Each Year Thereafter, Not to Exceed Twenty-One(21)Working Days |

APPENDIX C

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PENSIONS

NEW JERSEY STATE HEALTH BENEFITS PROGRAM ACT

P.O. Box 2058 Trenton, New Jersey 08625

RESOLUTION

**RESOLUTION** to adopt the provisions of Chapter 88, Public Laws of 1974 to permit local public employ-  
ers to pay the premium charges for certain eligible pensioners and their dependents and to pay  
charges for such retirees and their spouses covered by the New Jersey State Health Benefits  
Program.

**BE IT RESOLVED:**

1. The Borough of Midland Park

(Name of Employer - County)

do hereby elect to adopt the provisions of Chapter 88, Public Laws of 1974 and adhere to the rules and regulations  
prescribed by the State Health Benefits Commission to implement the provisions of the law.

2. We hereby acknowledge that the rules and regulations of the State Health Benefits Commission  
established under Chapter 88, P.L. 1974 do:

- a) apply to all eligible present and future pensioners of the employer and their dependents
- b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972
- c) provide for local employer reimbursement of Federal Medicare premiums for pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.

3. We hereby agree to pay the full cost of such premiums and Medicare


premiums for the retired employees and their dependents covered under the program, but not including survivors, if such employees  
are in a State or federally-administered retirement system effective after the date the employer adopted the State Health  
Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, except  
employees who elected deferred retirement, but including the employees who retired on disability pensions  
for years of service credited in such retirement system and also to reimburse such retired employees for charges  
under Part B of the Federal Medicare Program covering the retired employees and their spouses in  
accordance with the regulations of the State Health Benefits Commission.

4. This resolution shall provide for an effective date not earlier than the first day of  
the month of \_\_\_\_\_, 1974, and shall be effective for a period of \_\_\_\_\_ years.

I hereby certify that the foregoing  
is a true and correct copy of a  
resolution duly adopted by the

Borough of Midland Park

(Name of Employer)

  
ROBERT J. HAMILTON

**APPENDIX D**  
**SIDE LETTER OF AGREEMENT**  
**BETWEEN**  
**BOROUGH OF MIDLAND PARK**  
**AND**  
**MIDLAND PARK PBA LOCAL NO. 79**

A. This Side Letter of Agreement is entered into by and between the Borough of Midland Park (the "Borough") and Midland Park PBA Local No. 79 (the "Union"), to reflect the terms on which the parties have agreed to implement, on a trial basis, a new Police Department shift schedule consisting of two, twelve (12) hour shifts per day (the "Pitman" schedule).

B. Effective January 1, 2017, or as soon thereafter as this Agreement is executed, the Midland Park Police Department Work Schedule for all employees except those in administrative or investigative positions, or as may otherwise be determined in the sole discretion of the Chief of Police, shall convert to a twelve (12) hour patrol shift schedule, commonly referred to as the "Pitman Work Schedule." This conversion shall not affect members assigned to detective or administrative positions. Assignments shall be made in the sole discretion of the Chief of Police. The PBA understands and agrees that at least one (1) squad shall operate without a superior officer. In such cases, the senior patrolman shall be the officer in charge without additional compensation.

C. The twelve (12) hour schedule shall provide the following:

1. Each work day shall consist of twelve (12) consecutive hours.
2. Members on the twelve (12) hour work schedule shall be provided with time off benefits (vacation, personal leave, sick time, etc.) as provided in the existing work contract; however, said time off shall be calculated in hours. For example, each contractual day is equal to eight (8) hours, while one "Pitman" day is equal to twelve (12) hours. Thus, each day an officer on the Pitman schedule uses is equivalent to 1.5 contractual days or twelve (12) hours. Time off requests shall continue to be at the request of the Officer and granted at the discretion of the Chief of Police or his designee.
3. All currently banked time presently held by each individual Officer, or hereinafter accrued by an Officer, shall be converted and maintained as hours. Each banked contractual day is equal to eight (8) hours, while one "Pitman" day is equal to twelve (12) hours. Thus, each day an officer on the Pitman schedule uses is equivalent to 1.5 banked contractual days or twelve (12) hours.
4. Each Officer will have a minimum of at least eight (8) consecutive hours off between consecutive tours of scheduled work unless an emergency exists. If an Officer only has eight hours off between his shift ending and his next shift starting, the Officer will not engage in outside employment during those eight hours.

5. Officers will be allowed to engage in "day-to-day" shift switching with the approval of the Chief of Police or his designee, provided switches are made between Officers based on their assignments within that squad and overtime is not impacted. From time to time, the Chief, in his sole discretion, may permit exceptions to this general rule.
6. In the event of an Officer being out on extended sick time or leave,<sup>1</sup> the Chief of Police or his designee may alter squad assignments for the well-being of the department, provided reasonable time<sup>2</sup> is given to the affected Officers.
7. The Chief of Police shall have the sole discretion to move officers, as needed from time to time for various reasons, such as extended sick leave or training, for example. Such examples are not an exhaustive list, but are for illustrative purposes only. See Paragraph "L," below.

D. The "Pitman" schedule is based on a combination of two-three (2-3) days working and two-three (2-3) days off. This results in an Officer having a three (3) day weekend every other weekend. The Pitman work schedule shall provide for two (2) like schedule twelve (12) hour shifts of work followed by two (2) days off, followed by three (3) like schedule twelve (12) hour consecutive days of works followed by two (2) days off, followed by two (2) like twelve (12) hour shifts of work followed by three (3) days off. The shift times shall be 6:30 A.M. to 6:30 P.M. and 6:30 P.M. to 6:30 A.M. Monthly shift rotation shall be provided by moving forward (with the clock). The Parties agree that the start and end times of the shifts can be adjusted up to one (1) hour earlier or later, in the sole discretion of the Chief of Police or his designee. Additionally, the Chief may require, in his sole discretion, an "early car," where an officer is mandated to arrive and work up to one (1) hour prior to the start of the 12-hour shift.

E. Each Officer working the Pitman schedule shall be provided with one hundred ten (110) hours of "Kelly time" annually pro-rated equaling 27.5 hours to be used each quarter (every three months). Kelly time is earned as the schedule is worked. Kelly time cannot be accrued unless it is actually earned by working the scheduled shifts or by taking earned time off. Kelly time shall be utilized throughout the year on a schedule to be maintained by the Chief of Police or his designee. Upon providing reasonable notice under the circumstances, officers may request use of Kelly time at any time, other than as set forth in this Agreement or from December 17<sup>th</sup> through December 31<sup>st</sup>; however, such requests shall be subject to the Chief's discretion, based on coverage. Officers cannot use more than one (1) Kelly day immediately before or immediately after vacation. Use of Kelly time cannot result in creation of overtime, and Kelly time off shall not be rescinded once approved.

F. Officers who are unavailable or not able to use earned Kelly time due to illness, sickness or injury shall be permitted to carry said hours until they return to work. Upon return to work the Officer shall be able to use the Kelly time. Kelly time must be zeroed out every three

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<sup>1</sup> For the purposes of this paragraph, "extended sick time or leave" shall mean sick time or leave of fourteen (14) or more calendar days.

<sup>2</sup> For the purposes of this paragraph, "reasonable time" shall mean as much time as practicable under the circumstances to cause the least disruption to affected officers.



(3) months. Officers can only carry time to the next three (3) month period upon departmental approval by the Chief of Police or his designee, in his sole discretion.

G. Notwithstanding the provisions of Article VIII, overtime shall be defined as work in excess of the schedule twelve (12) hour workday or work on a scheduled day off. Scheduled days shall be defined consistent with the annual posted Work Schedule. Neither Kelly time, nor sick leave shall count as hours worked for overtime purposes.

H. The parties agree the trial period for the new Pitman Work Schedule shall be two (2) years commencing on January 1, 2017 and continuing through December 31, 2018. The Borough of Midland Park and Midland Park PBA Local 79 agree to conduct at least four (4) meetings during this two (2) year trial period in order to address any concerns and/or problems that may arise from either side. Both sides agree that a good-faith effort shall be made to identify, address, and remedy any and all concerns that arise during any point in this trial period. The Borough of Midland Park may opt-out of the Twelve (12) Hour Schedule by giving the Midland Park Police Department and Midland Park PBA Local No. 79 at least forty-five (45) days' written notice. The Borough of Midland Park must provide written justification in order to opt-out of the Twelve (12) Hour Work Schedule. Notwithstanding the "written justification" provision of this agreement, the decision to opt-out is in the Borough's sole discretion and is not subject to challenge. If the Borough of Midland Park does not opt-out by the end of the trial period (December 31, 2018) then the twelve (12) Hour Work Schedule shall be deemed a part of the conditions of employment for the future of the Midland Park PBA Local No. 79. Notwithstanding the foregoing 45-day opt-out notice provision, the Borough may provide written notice of opting out by or on December 1, 2018 in order to end the Pitman Schedule on December 31, 2018.

I. Bereavement Leave, as is provided in the contract, and military leave shall be calculated on a day-for-day basis.

J. Time off will be permitted for officers unless minimum manpower requirements cannot be met. Senior officers shall have preference in scheduling time off. Vacation requests shall be made timely and in the manner provided by contract and past practice.

K. The Chief of Police has the sole authority to resolve work schedule issues as they arise.

L. The Chief of Police shall have the sole discretion to move officers, as needed from time to time for various reasons, such as extended sick leave or training, for example. Such examples are not an exhaustive list, but are for illustrative purposes only.

M. By this Agreement both parties agree to mutually participate in effectuating the Twelve (12) Hour Work Schedule (Pitman Schedule) which is intended to improve the productivity, morale, quality of life, health of the officers, which will be assessed to ensure that public service needs of the Borough are continually improved.



N. This Agreement is intended to supplement and, as appropriate, replace portions of the collective negotiations agreement between the Parties ("CNA"), including, but not limited to Articles VIII and IX. As appropriate, the Parties agree that the CNA shall be interpreted in a manner that contemplates use of the Pitman Schedule. No party shall obtain an increase or decrease in any benefit as a result of the Pitman Schedule.

BOROUGH OF MIDLAND PARK

MIDLAND PARK PBA LOCAL NO. 79

*Harry Shortway Jr*  
Mayor

*Thomas Bube*  
PBA President

*Odeline M. Hanna*  
Attest

*M.L. By*  
Vice President

Dated:

Dated: 11/14/16

