

**AGREEMENT**

**Between**

**The Township of Millburn**

**Essex County, New Jersey**

**&**

**The New Jersey State Policemen's Benevolent Association**

**Millburn Township Superior Officer's Association**

**Local 34 A**

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**January 1, 2021 through December 31, 2024**

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## PREAMBLE

This agreement entered into by and between the Township of Millburn, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township"), and the New Jersey State Policemen's Benevolent Association - Millburn Township Superior Officer's Association Local 34 A (hereinafter called the "Association" or "Employees"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes the Association as the exclusive collective negotiations agent for all Sergeants, Lieutenants, and Captains.
- B. The title of Police Officers shall be defined to include the plural, as well as the singular, and to include males and females.

## ARTICLE II

### MANAGEMENT RIGHTS

- A. The Township 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:
1. To the executive management and administrative control of the Township Government and its properties and facilities and activities of its employees;
  2. To hire all employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and promote and transfer employees;
  3. To take any permissible disciplinary action for good and just cause according to the law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms herein are in accordance with the Constitution and Laws of New Jersey, including Chapter 123 of the Laws of 1974, and the United States.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that the procedure will be kept as informal as may be appropriate.
  
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association, or the Township.

C. Steps of the Grievance Procedure

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

Step One:

- (a) An aggrieved employee shall institute action under the provisions hereof within seven (7) calendar days of the occurrence of the grievance and an earnest effort shall be made to, settle the difference between the aggrieved employee and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure to act within seven (7) calendar days shall be deemed to constitute an abandonment of the grievance.
  
- (b) The Chief of the Department, or his representative, shall render a decision within seven (7) calendar days after the receipt of the grievance.

Step Two:

- (a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and signed by the aggrieved and filed with the Business Administrator (or his designee) within seven (7) calendar days following the determination by the Chief of the Department.
- (b) The Business Administrator, or his representative, shall render a decision within seven (7) calendar days after the receipt of the grievance.

Step Three – Binding Arbitration:

- (a) If the grievance is not settled through Steps One and Two, either party may refer the matter to the American Arbitration Association for Binding Arbitration within ten (10) days after the determination by the Business Administrator. An Arbitrator shall be selected pursuant to the Rules of the American Arbitration Association.
  - (b) However, no arbitration hearing shall be scheduled sooner than twenty (20) days after the final decision of the Business Administrator. In the event the aggrieved elected to pursue New Jersey Department of Personnel procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Association shall pay whatever costs may have been incurred in the processing the case to arbitration.
  - (c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract, from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
  - (d) The costs for the services of the Arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- D. Failure by the Township to render a reply within seven (7) days of the expiration of the time for response by the Township at any step of the Grievance Procedure will be deemed a denial by the Township at said Step, and the matter shall be automatically processed to the next step of the Grievance Procedure.



## ARTICLE IV

### NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of the Agreement neither the Association nor any person acting on 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 employee from his position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of the strike, slowdown, or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of the Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.
- C. The Association will actively discourage and will take whatever affirmative action steps necessary to prevent or terminate any strike, work stoppage, walkout or other deliberate interference's with normal work procedures against the Township.
- D. Nothing contained in the Agreement shall be construed to limit or restrict the Township 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 Association or its members.

ARTICLE V

HOURS AND OVERTIME

- A. All employees covered by this Agreement shall have a normal work week of forty (40) hours per week. Effective January 1, 2003, the patrol division shall work 4-4 work schedule. All employees working in excess of their normal work week shall be compensated at time and one-half.
  
- B. Effective January 1, 2003 all work authorized to be done in excess of 4-4 work schedule hours per week shall be compensated at the time and one-half (1½) the regular straight time hourly rate. In construing such overtime, payments shall be made on the following basis:
  - 1. Up to the first 15 minutes of authorized overtime - no pay
  - 2. Sixteen (16) through (30) minutes - 30 minutes pay
  - 3. Thirty-one (31) through forty-five (45) minutes - 45 minutes pay
  - 4. Forty-six (46) through sixty (60) minutes - 1 hour pay
  
- E. Thereafter, overtime shall be paid in fifteen (15) minute segments for all the time authorized to be worked beyond the regular tour of duty.
  
- C. If any employee is recalled to duty after he had completed a regular scheduled tour, he shall be paid for all hours worked and shall receive a minimum of three (3) hours worked, or pay in lieu of work, at the time and one-half (1 ½).
  
- D. An employee will have the option of overtime paid at time and one-half (1 ½) of base pay or compensation time computed at the rate of time and one-half (1 ½), subject to the staffing needs of the Department, as determined by the Chief.

## ARTICLE VI

### CHANGES IN TOUR OF DUTY AND SHIFT STRUCTURE

A. If the Township changes an employee's tour of duty, reasonable notice shall be afforded to said employee, except in case of emergency.

#### B. Exchanging Tour of Duty

1. The Township agrees to allow an employee covered by this Agreement, on a particular day, to exchange his tour of duty with a consenting fellow employee.
2. Said changes are to be based on a body for a body basis.
3. The Township requires prior notice, not of the exchange, but rather the names of the employees who will exchange tours, the tours involved, and the date of said exchange.
4. The work schedule for the patrol division shall be changed to a four/four schedule effective January 1, 2003. Officers shall bid for shifts based on seniority but the Chief has the right to change shift selections in the interest of the department. The Chief shall not be arbitrary and capricious in making such changes. Hours for all officers except captains in the Department shall be the same. All employees will have five (5) additional training days per year at no cost to the Township, except Captains and the Traffic Bureau.
5. Captains shall continue to work their present schedules.

## ARTICLE VII

### SICK LEAVE

#### A. Service Credit for Sick Leave

1. All permanent employees or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees whether they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death or serious illness in the employee's immediate family as defined in New Jersey Department of Personnel Regulations and the Federal Family Leave Act.
3. If an employee, in the line of duty, is incapacitated and unable to work because of injury, he shall be entitled to an injury leave with full pay, less any amount received from Temporary Disabilities under the Workmen's Compensation Act during the period in which he was able to perform his duties, as certified by a physician in attendance by the Municipality. Such payment will be discontinued when an employee is placed on disability pension.

#### B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any fulltime employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Effective January 1, 2003, the fifteen (15) work days shall be changed to one hundred and thirty-two (132) hours.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

#### C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Department shall be notified at least one (1) hour prior to the employee's starting time.
  - a. Failure to so notify the Department may be cause of denial of the use of sick leave for that absence and constitute a cause for disciplinary action.

- b. Absence without notice for five (5) consecutive days shall constitute a resignation.

#### D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of any employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. The Township may require an employee who has been absent because of a personal illness, as a condition of his return to duty to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

#### E. Parity of Sick Leave

1. After three (3) months of an employee's continuous illness, if said employee works five (5) days on, and two (2) days off shift, he shall be entitled to have his sick leave recomputed as if his shift was four (4) days on, and two (2) days off, retroactive to the first day of said continuous illness.

#### F. Illness While on Tour of Duty

1. Sick leave shall be charged against an employee's account based on actual time.
2. For the last one and half hours of the tour, the employee will not be charged as sick leave.

#### G. Exhaustion of Sick Leave

If an employee has exhausted all his accumulated sick leave, his pay shall be reduced proportionately for every quarter tour of duty that he is absent from thereafter. To receive pay for a quarter tours, an employee must work more than thirty (30) minutes of said quarter. If an employee has exhausted all of their accumulated sick leave, they shall have the right to utilize vacation, personal time and accrued time-owed for authorized sick leave. It shall be the choice of the member which time shall be utilized.

ARTICLE VIII

BEREAVEMENT LEAVE

- A. In the case of death in the immediate family, an employee shall be granted leave from the day of death, up to and including the day of the funeral.
- B. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother or sister, mother-in-law, father-in-law, or grandparents.
- C. Reasonable verification of the event may be required by the Township.
- D. In special or unusual circumstances, the Chief or his designee may grant time off or additional time off to the employee in his discretion.
- E. Bereavement leave, as defined herein for members of an employee's immediate family, shall not be chargeable to sick leave.
- F. An employee may be allowed for the utilization of one (1) day's sick leave to attend the funeral of a relative other than one in his immediate family, as defined by this Article.

## ARTICLE IX

### HEALTH AND WELFARE

- A. The Township shall provide enrollment in the State Health Benefits Program for all permanent employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee received his permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid. The Township shall pay the cost of the foregoing program for the employee and his family. Employees will contribute to the premium cost for enrollment in the State Health Benefits Program based on current rules and regulations under P.L. 2011 Chapter 78. Nothing shall preclude the right of the Township to change insurance carriers so long as substantially similar benefits are provided.
- B. With the exception of NJ Direct 10, all eligible employees under paragraph A. have the option to choose a health plan offered through the State Health Benefits Program.
- C. The Township shall provide the employee with legal aid as required by State Statute.
- D. The Township agrees to provide health care benefits to permanent employees who retire after January 1, 1979, to the extent that the health plan permits such provisions.
- E. The Township must provide a dental insurance plan for employees. The cost of the dental program is frozen at the 2004 premium level, the additional costs for an enhanced dental plan shall be borne by the employee through payroll deductions.
- F. The Township shall provide a Prescription Insurance Plan with full family coverage, employees will contribute to the premium cost for enrollment in the Township's Prescription Insurance Plan based on current rules and regulations under P.L. 2011 Chapter 78. Co-pays shall apply to a 90-day mail order prescription. Co-pays are as follows:
- \$5.00 co-pay for preferred generic
  - \$15.00 co-pay for preferred brand name
  - \$30.00 for non-preferred & injectable drugs
- G. Beginning January 1, 2019 all employees covered under this collective bargaining agreement shall move to the New Jersey State Health Benefits Plan for Prescription Insurance Plan coverage.
- H. Individuals who are retired after January 1, 1985, will have the option of continuing their enrollment in the State Health Benefits Plan through the State Divisions of Pensions or enrolling in a plan of their own choosing. The Township agrees to pay only the amount of the State Health Benefits Plan rate towards any alternate plan selected by the individual.

- I. The Township will provide a premium conversion plan, a healthcare flexible spending account, and a dependent care flexible spending account in accordance with Section 125 of the IRS code. The cost of administering these plans shall be borne by the Township.
- J. Any employee who opts out of the State Health Benefits Plan, prescription plan and/or dental plan shall receive the following benefit:
  - Medical and Prescription – 25% of the premium savings or \$5,000.00, whichever is less
  - Dental – 50% of the premium savings

If the employee's substitute coverage lapses (i.e., retirement, termination) the Township agrees to cover the employee at its expenses through COBRA, until the employee can rejoin the Township Dental and/or Prescription Plan.



ARTICLE X

SALARIES

A. Salaries

	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>
Captain	\$155,922	\$159,821	\$163,816	\$167,911
Lieutenant	\$138,598	\$142,063	\$145,614	\$149,255
Sergeant	\$123,198	\$126,278	\$129,435	\$132,671
Detective				
1 <sup>st</sup> Grade	\$6,481	\$6,643	\$6,809	\$6,979
2 <sup>nd</sup> Grade	\$4,433	\$4,544	\$4,657	\$4,774
3 <sup>rd</sup> Grade	\$2,237	\$2,293	\$2,350	\$2,409

B. For pension benefit purposes, only longevity and holiday payments shall be included in the regular salary payments.

C. Each payroll member of the Traffic Bureau, with service in the Bureau, will receive a \$1,000.00 per annum stipend, payable in January of each year. This stipend shall not be considered part of the base salary for pension purposes. As of January 1, 2022, each payroll member of the Traffic Bureau will receive a \$2,500 per annum stipend, payable in January of each year.

D. Differential

1. A 12.5% salary differential will exist between the title of Sergeant and Lieutenant.

2. A 12.5% salary differential will exist between the title of Lieutenant and Captain.

E. All salaries set forth above shall be retroactive to January 1, 2021 and applicable only to those employee on the payroll as of January 1, 2021.

ARTICLE XI

LONGEVITY

A. Each employee covered by this Agreement shall receive in addition to his salary as determined by Article X, a longevity increment as follows:

Completed Years of Continuous Service and Uninterrupted Service	Percent of Salary
Upon completion of five (5) years	2%
Upon completion of ten (10) years	4%
Upon completion of fifteen (15) years	6%
Upon completion of twenty (20) years	10%

B. Employees hired after January 1, 2003 shall not receive longevity.

C. Longevity for current employees shall be frozen at the dollar amounts effective January 1, 2003, i.e., the 2%, 4%, 6%, and 10% steps shall be converted to dollars effective January 1, 2003 and then amounts will continue to be the longevity steps for officers at 5, 10, 15, and 20 years. Current employees will continue to move up to the 20-year longevity rate.

	After 5	After 10	After 15	After 20
Sergeant	\$1,483	\$2,967	\$4,450	\$7,417
Lieutenant	\$1,625	\$3,250	\$4,875	\$8,125
Captain	\$1,767	\$3,533	\$5,300	\$8,833

ARTICLE XII

RETENTION OF BENEFITS

- A. Those provisions of the Municipal Ordinances which are applicable to employees covered by this Agreement shall remain in full force and effect, except as modified herein, during the term of this Agreement, and shall be incorporated in this Agreement as if set forth therein at length.

ARTICLE XIII

SEPARABILITY AND SAVINGS

- A. The Township and the Association recognize the applicability of Presidential Executive Orders dealing with economic controls on wages, prices, salaries, and so forth. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event that any or all salary increases or adjustments or other economic changes for 1976 or beyond cannot be legally made, such increases or adjustments or changes shall be omitted or proportionately adjusted according to law.
  
- B. In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Act or any Court of competent jurisdiction, or through Government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XIV

VACATIONS

A. Years of Service	Vacation Days	8.83 Hours
2-4	16	141
5-9	19	168
10-14	20	177
15-16	21	185
17	22	194
18	23	203
19	24	212
20-24	25	229
25 or more	28	247

B The formula for calculating the dollar value of one vacation day shall be as follows: Annual salary, including holiday and longevity pay, divided by twenty-six (26) pay periods, divided by ten (10)

C. Vacation hours will be converted back to days by dividing by 8.83 hours to calculating a vacation day formula.

D. All employees hired on or after April 21, 2014 shall be entitled to a maximum of twenty-one (21) vacation days. Thus, the vacation schedule for these employees shall be as follows:

Years of Service	Vacation Days	8.83 Hours
2-4	16	141
5-9	19	168
10-14	20	177
15 or more	21	185

ARTICLE XV

LEAVE OF ABSENCE

- A. A leave of absence without pay may be granted for good cause to any employee for a period of six (6) months. Such leave shall be granted at the sole discretion of the Business Administrator after recommendation from the Chief. The leave may be extended for an additional six (6) months under the same procedure as the initial leave.

ARTICLE XVI

MILITARY LEAVE

- A. Any employee called into the Armed Forces of the United States during a national emergency shall receive the protection of all applicable laws.

ARTICLE XVII

TEMPORARY VACANCIES

- A. If an employee works in a Table of Organization vacancy in a position of a higher rank or is a sergeant with command level responsibility for more than an aggregate of 309 hours in a calendar year, then they shall receive the pay of said higher rank for every hour past the 309 hours starting in January of 2004.



ARTICLE XVIII

ANNUAL PHYSICAL EXAMINATION

- A. Effective January 1, 2014, employees shall no longer be required to undergo an annual physical examination, with the exception of those officers assigned to the ESU/Arson Investigation unit. The cost of said examination shall be borne by the Township.

ARTICLE XIX

MUTUAL AID

- A. Employees, while rendering assigned aid to another municipality within the State of New Jersey or officially serving within any other state or jurisdiction in the United States of America, are fully covered by Workers' Compensation, liability insurance, and pensions, as provided by State Law.

ARTICLE XX

LAYOFFS AND REHIRING

- A. Layoffs and rehiring from said layoffs are to be conducted in accordance with the State of New Jersey Civil Service Commission Procedures.

ARTICLE XXI

MILEAGE REIMBURSEMENT

- A. Employees shall receive fifty cents (\$.50) per business mile for authorized business travel in their personal vehicles.
- B. If the Township should increase the reimbursement rate in excess of fifty cents (\$.50) per mile for any other group of municipal employees, the rate shall be increased for the Police Department.

ARTICLE XXII

JUDICIAL OR QUASI-JUDICIAL APPEARANCES

- A. An employee shall receive pay at the rate of time and one-half (1 ½) for Judicial or Quasi-Judicial appearances made in the course of his duties as a Millburn Police Officer when said time spent exceeds the regular scheduled work week as provided by Article V of this Agreement.
- B. Judicial and Quasi-Judicial Appearances shall be paid a minimum of one and one-half (1 ½) hours.
- C. The duration of the Judicial and Quasi-Judicial appearance shall be inclusive of the travel time necessary to go and return from said appearance.

ARTICLE XXIII

POSTING OF USED AND UNUSED SICK TIME AND VACATION

- A. There shall be monthly postings of the used and unused sick time and used and unused vacation time for all employees of the Police Department.
- B. The Township shall post time owed and overtime paid on a monthly basis, for the employees covered within the terms of this contract.

ARTICLE XXIV

CLOTHING AND EQUIPMENT ALLOWANCE

- A. Each employee shall receive a non-cumulative credit of seven hundred (\$700.00) dollars per year, to be used at a Township designated supplier, to secure the clothing and equipment required of employees of the Millburn Police Department. Each employee shall be allowed to purchase one pair of prescription eyeglasses annually from his/her clothing allowance.
- B. Each employee shall be responsible for being properly attired, and if not so attired, will be subject to discipline under department rules and regulations.
- C. Upon appointment to the Police Department, an employee will receive his full initial issue of clothing and equipment allowance for one (1) calendar year, the employee shall be credited with a pro rata partial clothing allowance credit to cover the remainder of that contract year.
- D. The Township will reimburse any employee, exclusive of the clothing allowance, for clothing and equipment damaged in the line of duty without fault or negligence on the part of said employee, subject to the reasonable approval of the Chief or his designee.
- E. An off-duty weapon (a standard weapon to be designated by the Township) will be permitted to be charged by the employee against his clothing and equipment allowance, as defined in Section A of this Article. The clothing and equipment allowance may be used one (1) time only to secure one (1) off duty weapon. It is understood and agreed that further use of said allowance for the replacement of said off-duty weapon may be granted by the Chief, or his designee, in his sole discretion, if he determines that there is a need for such replacement.

F. ARTICLE XXV

PAYMENT FOR ACCRUED SICK LEAVE

- A. During any year of employment, an employee having more than fifty (50) sick days credit may cash in the unused sick days at one-half (1/2) of the "cash value" thereof. The employee must notify the Township prior to December 1 of the end of the year. The employee shall receive the payment in January of the subsequent year. All employees hired on or after May 21, 2010 shall not be afforded payment and/or compensation for unused sick leave during the calendar year pursuant to N.J.S.A. 11A:6-19.2.
- B. The "cash value" of each day shall be determined by dividing the base salary and longevity by twenty-six (26) pay periods divided by seventy-eight point seventy-seven hours (78.77) multiplied by eight point eighty-three hours (8.83).
- C. The maximum number of accrued unused sick days eligible for cash value at retirement shall be seventy-five (75) days at one for one. Any days in excess of seventy-five (75) shall be paid by the Township at one for two. Said days shall be calculated in accordance with paragraph B above. All employees hired on or after May 21, 2010 shall not be afforded a payout of sick time in an amount in excess of \$15,000 upon retirement pursuant to N.J.S.A. 11A:6-19.2.



ARTICLE XXVI

RULES AND REGULATIONS

- A. There shall be no change in the rules and regulations of the Police Department without fifteen (15) calendar days notice to the Association, prior to the effective date of same.

ARTICLE XXVII

MISCELLANEOUS

- A. All superior officers of the Millburn Police Department shall receive three hundred and fifty dollars (\$350.00) Hazard Pay, payable in January.
- B. Effective January 1, 2018 the stipend for hazard pay will be increased to five hundred dollars (\$500.00).

ARTICLE XXVIII

LEGAL PROCEEDINGS AGAINST OFFICERS  
IN THE PERFORMANCE OF THEIR DUTIES

A. Whenever a cause of action is brought by any party other than the Township against an employee covered by this Agreement for any act or omission arising out of or incidental to the performance of his duties as a Millburn Police Officer, the Township shall defray the cost of defending such action as follows:

1. For defending in all Civil Actions where compensatory damages are claimed, the employee will be supplied with counsel provided by the Township Insurance Carrier.
2. For defending in an action for punitive damages, subject to the bounds of applicable law, providing the employee's conduct was not criminal, nor involving actual malice or other outrageous conduct, nor was outside the scope of his employment, the employee may select his own counsel, and the Township shall reimburse said employee for reasonable attorney fees incurred, subject to the approval of the Township Committee.

The employee shall submit to the Business Administrator for his approval, the name of the attorney he selects and the estimated fees. Such approval shall not be unreasonably withheld. Upon approval by the Business Administrator, the matter shall be submitted to the Township Committee for its consideration.

3. The Township shall not provide any employee with the means for his defense in a civil or disciplinary proceeding instituted against him by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township.

If any such proceedings is instituted by or on complaint of the Township, shall be dismissed, or finally determined in favor of said employee, he shall be reimbursed for the reasonable expenses of his defense as determined by the provisions of this Article.

4. For defending in a criminal matter instituted by an individual or agency other than the Township, the employee may select his own counsel, and the Township shall reimburse said employee for reasonable attorney fees incurred, subject to the approval of the Township Committee. If the employee is finally found to be guilty by a Court of competent jurisdiction, he shall reimburse the Township for all funds expended by the Township in his behalf.

B. In the case of a civil action, the Township, subject to the bounds of applicable law, shall pay the adverse judgment, save harmless, and protect such employee from financial loss resulting there from with the limits of the Township insurance policy, providing the employee's conduct was not criminal, not involving actual malice or any other outrageous conduct, not was outside the scope of his employment.

ARTICLE XXIX

FULLY BARGAINED PROVISIONS

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

ARTICLE XXX

PERSONNEL FILE

- A. An employee shall have the right to inspect his personnel file on reasonable notice and at a reasonable time provided a designated superior officer is present at the time of inspection. A representative of the SOA may be present when requested by the employee concerned.
- B. The employee shall have the right to submit a written answer to any material which he has reviewed in his file, and his written response shall be attached to the file copy. If a member still objects to a document in his file, he shall have the right to appeal under the grievance procedure covered in this Agreement.
- C. Although the Township agrees to protect the confidentiality of personnel references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection and without the employee's full knowledge.
- D. Training Records both physical and computer shall only be kept by a superior officer. The choosing shall be that of the Chief of Police.

## ARTICLE XXXI

### EDUCATIONAL BENEFITS

Permanent regular members of the Police Department hired before January 1, 1989, by the way of further addition to the salary range and existing longevity plan, holiday and overtime to which they are entitled, shall be entitled to receive in each calendar year the sum of eighteen dollars and seventy-five cents (\$18.75) for each credit hour successfully completed in, or accepted by, a recognized institution of higher education offering a program leading to an Associate or Baccalaureate Degree in Police Science, Law Enforcement, Public Safety, Criminal Justice, provided the individual matriculated in one of the aforementioned degree programs. Such additional compensation shall not exceed two thousand two hundred fifty dollars (\$2,250.00) for any calendar year. Payment shall be made by December 1<sup>st</sup> if possible, and in any event, no later than December 10<sup>th</sup> of each calendar year for credit hours successfully completed or accepted in the calendar year provided that proper certification has been presented to the Township Business Administrator setting forth the number of credit hours successfully completed or accepted for the conferring of a degree in Police Science, Law Enforcement, Public Safety, or Criminal Justice.

Permanent regular members of the Police Department seeking payment under this schedule for transfer credits must be matriculated in one of the aforementioned programs and must have the transfer credits recognized by an institution of higher learning offering a degree in one of the aforementioned courses of study.

By way of example of the operation of the foregoing, a permanent regular member of the Police Department who has achieved an Associate Degree or Baccalaureate Degree in any of the courses of study noted above will receive payment for the credit hours earned under formula contained in this schedule. In addition, credit hours earned beyond the Associate Degree in any of the aforementioned courses of study will also be paid for under the applicable formula.

Permanent regular members of the Police Department hired after December 31, 1988, by way of further addition to salary ranges and existing longevity plan, holiday and overtime to which they are entitled, shall be entitled to receive in each calendar year the sum of one thousand two hundred fifty dollars (\$1,250.00) provided the individual possesses an Associate Degree in Police Science, Law Enforcement, Public Safety or Criminal Justice. Any, any member hired after December 31, 1988 will receive two thousand two hundred and fifty dollars (\$2,250.00) for any calendar year provided the individual possesses a Baccalaureate Degree in Police Science, Law Enforcement, Public Safety or Criminal Justice.

Effective January 1, 2005 the following degrees shall be added to and take effect in all areas of Article XXXI: Government, Public Administration, Sociology and Industrial Management.

Permanent regular members of the Police Department hired after April 21, 2014 shall no longer be entitled to the educational benefit set forth under this Article.

ARTICLE XXXII

CLOTHING MAINTENANCE ALLOWANCE

A. Each employee shall receive a clothing maintenance allowance at the rate of one thousand one hundred and fifty (\$1,150.00) dollars per year, to be paid during the first month of each contract year. Any employee appointed during the contract year will receive a pro rata portion of said allowance.

ARTICLE XXXIII

HOLIDAYS

- A. Each employee covered by this Agreement shall be entitled to payment equivalent to thirteen (13) working days in lieu of holiday time off and in addition to annual salary payable to the employees as an addition to his biweekly pay. For informational purposes only the holidays shall be:

New Years Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
General Election Day  
Thanksgiving Day  
Christmas Day

- B. The holiday formula for computation shall be base salary divided by two hundred forty (240) days multiplied by the thirteen (13) holidays.
- C. The holiday formula for computation for employees hired on or after January 1, 2018 shall be base salary divided by two hundred forty (240) days multiplied by the thirteen (13) holidays.
- D. Effective January 1, 2018 the holiday formula for computation for employees hired prior to January 1, 2018 shall be base salary divided by twenty-six (26) pay periods divided by 75.45 multiplied by 10.75 multiplied by 13 holidays.
- E. Through December 31 of a new employee's first year of employment, holidays will accrue on the basis of three and one quarter (3 ¼) holidays per quarter worked.



ARTICLE XXXIV

PERSONAL DAYS

- A. All hours converted to days by dividing total hours by 8.83. Employees covered by this Agreement shall receive five (5) working days, effective January 1, 2004 forty-four (44) hours off with pay per annum in addition to the other holiday provisions of this Agreement at a time approved by the Chief, or his designee.)
- B. These days shall be known as personal days.
- C. The formula for calculating the dollar value of one personal day shall be as follows: Annual salary, including holiday and longevity pay, divided by twenty-six (26) pay periods, divided by ten (10).
- D. Each employee's earned and accrued personal time shall be frozen as of December 31, 2013. Each employee shall continue to receive annual personal leave in accordance with Paragraph A above. Effective January 1, 2014, employees shall no longer be entitled to continue to carry over additional unused personal leave, except those personal days frozen as of December 31, 2013.

ARTICLE XXXV

PARENTAL LEAVE

- A. Additional time off shall be granted in the form of parental leave, consisting of three (3) working days after the birth of an employee's child.
- B. This parental leave will be taken within thirty (30) days after the birth or adoption of an employee's child.

## ARTICLE XXXVI

### POLICEMEN'S BILL OF RIGHTS

- A. Members of the force hold a unique status as public officers in that the nature of their offices and employment involves the exercise of a portion of the police powers of the Township.

The wide ranging powers and duties given to the Department and its members involve them in all matters of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the department. These questions may require investigations by supervisory officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, within light of all circumstances involved, preferably when the member of the force is on duty.
  2. The questions shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary;
  3. The interrogation of the member shall not be recorded;
  4. The member of the force shall not be threatened with transfer, dismissal, or other disciplinary punishment. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts;
  5. If the member of the force is under arrest or is likely to be, that is, if he is a suspect or a target of a criminal investigation, he shall be given his rights pursuant to the Constitution of the United States of America and the current decisions of the United States Supreme Court;
  6. If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or, is about to be charged, he shall be afforded an opportunity to consult with counsel or SOA representative before any interrogation.
- B. If a complaint is lodged against a member, be it written or oral, anonymous or otherwise, said member, given a reasonable amount of time, shall be notified in writing by the Chief of Police or his designated representative of all the facts and available evidence pertaining to the case. The officers shall also have the absolute right to full disclosure of all written reports, statements, and physical evidence held by the investigating officers pertaining to the case.

## ARTICLE XXXVII

### SOA RIGHTS AND PRIVILEGES

- A. The Township hereby agrees that every employee shall have the right freely to organize, join and support the SOA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As elected body exercising governmental powers under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the SOA and its affiliates, collective negotiation with the Township, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Effective January 1, 2004 representatives of the SOA shall be permitted time off, with no loss of compensation, to attend negotiating sessions and grievance sessions. The SOA President, President's designee, State Delegate and Alternate Delegate shall be granted time off with no loss of compensation, to attend State PBA Conventions, State Delegate Meetings, and Essex County PBA Conference Meetings. The SOA President shall have 200 hours per year to allow members time off from work to attend meetings and conduct the business of the SOA.

ARTICLE XXXIX


TERM AND RENEWAL

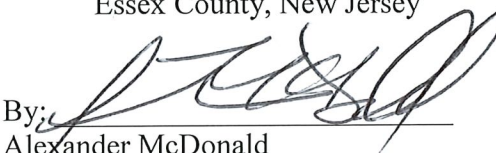
This Agreement shall be in full force and effect as of January 1, 2021, and shall remain in effect to and including December 31, 2024, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Millburn, New Jersey this 9<sup>th</sup> day of January, 2023

The New Jersey State PBA  
Millburn Township SOA Local 34A

Township of Millburn  
Essex County, New Jersey

By:   
Sgt. Peter Smeraldo  
President SOA 34 A

By:   
Alexander McDonald  
Business Administrator

WITNESS

By: 

WITNESS

By: 