

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

BOROUGH OF MIDDLESEX

AND

MIDDLESEX BOROUGH PBA LOCAL #181

JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

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TABLE OF CONTENTS

PREAMBLE 1

ARTICLE I - NON-DISCRIMINATION 2

ARTICLE II - SAVINGS CLAUSE 3

ARTICLE III - SENIORITY 4

ARTICLE IV - EMPLOYEE RIGHTS AND PROTECTIVE REPRESENTATION.5

ARTICLE V - EMPLOYEE DRUG TESTING 8

ARTICLE VI - LEGAL INSURANCE AND REPRESENTATION 9

ARTICLE VII - PERSONNEL FILE 10

ARTICLE VIII - PBA RIGHTS AND PRIVILEGES 11

ARTICLE IX - USE OF MUNICIPAL FACILITIES 13

ARTICLE X - MEMBERSHIP DUES 14

ARTICLE XI - GRIEVANCE PROCEDURES 16

ARTICLE XII - HOURS OF WORK AND OVERTIME 18

ARTICLE XIII - ROAD JOB ASSIGNMENTS 20

ARTICLE XIV - EARNED TIME (KELLY TIME) 21

ARTICLE XV - ACTING SUPERVISOR 23

ARTICLE XVI - ELIGIBILITY FOR PROMOTION 24

ARTICLE XVII - CLOTHING ALLOWANCE AND REIMBURSEMENTS 25

ARTICLE XVIII - HOLIDAYS 26

ARTICLE XIX - VACATION AND TIME OFF 27

ARTICLE XX - BEREAVEMENT LEAVE 28

ARTICLE XXI - SICK LEAVE 29


ARTICLE XXII LEAVE OF ABSENCE	30
ARTICLE XXIII - LIGHT DUTY	31
ARTICLE XXIV - INSURANCE POLICIES	32
ARTICLE XXV - INJURY IN THE PERFORMANCE OF DUTY	33
ARTICLE XXVI - DEATH BENEFITS	34
ARTICLE XXVII - TERMINAL LEAVE	35
ARTICLE XXVIII - RETENTION OF BENEFITS	36
ARTICLE XXIX - SECONDARY EMPLOYMENT	37
ARTICLE XXX - SEPARABILITY CLAUSE	38
ARTICLE XXXI - FULLY BARGAINED AGREEMENT	39
ARTICLE XXXII - MANAGEMENT RIGHTS	40
ARTICLE XXXIII - SALARIES	41
ARTICLE XXXIV - TERM AND RENEWAL	43

PREAMBLE

This Agreement is made this _____ day of _____, 2022, between the Borough of Middlesex (hereinafter referred to as the "Borough") and the Middlesex Borough Policemen's Benevolent Association, Local Number 181 (hereinafter referred to as the "Association"), with the members of the Bargaining Unit (hereinafter referred to as "Employees").

Whereas, the Borough has recognized its obligation to negotiate with the Association pursuant to the provisions of the New Jersey Employer Employee Relations Act (N.J.S.A. 34A-1, et seq. as amended);

Now, therefore, in consideration of the promises and mutual agreements contained herein, the parties hereto agree to the following terms and conditions.



ARTICLE I

NON-DISCRIMINATION

- A. The Borough and the PBA agree that there shall be no discrimination against any Employee because of race, creed, color, religion, sex, national origin, domicile, marital status, or political affiliation.

- B. The Borough and the PBA agree that all Employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the PBA against any Employee because of the Employee's membership or activity, or non-activity, in the PBA.



ARTICLE II

SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any Employee such rights as may be guaranteed under the laws of New Jersey and the United States, the Constitutions of New Jersey and the United States, or other applicable rules and regulations of bodies of competent jurisdiction.

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ARTICLE III

SENIORITY

- A. Seniority is defined as the accumulated, unbroken length of service with the Department, computed from the date of hire. An Employee's length of service shall not be reduced by time loss due to authorized leave of absence for a bona fide illness or injury certified by a physician for a period not exceeding one (1) year. Such certification shall be subject to review and approval by the Borough's physician. Seniority shall be lost and employment terminated for reason of discharge or resignation.
- B. The principles of seniority shall apply to Employees covered by this Agreement as to selection of vacation periods, compensatory time off, departmental overtime and extra duty assignments, shift bid selection, personal time off, and reductions in force.
- C. Layoffs will be based upon seniority, starting with the Employee with the lowest length of service with the Department.

ARTICLE IV
EMPLOYEE RIGHTS
AND PROTECTIVE REPRESENTATION

- A. Pursuant to Chapter 123, Public Laws 1975, as may be amended, the Borough hereby agrees that every Employee of the Borough shall have the right to freely organize, join, and support the PBA and its affiliates for the purposes of engaging in collective negotiations and other concerted activities exercising governmental powers under the laws of the State of New Jersey. The Borough undertakes and agrees that it shall not directly or indirectly discourage, deprive, or coerce any Employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975, as amended, or other laws of New Jersey or the Constitutions of New Jersey or the United States; that it shall not discriminate against any Employee with respect to wages, hours, or any other terms and conditions of employment by means of his/her membership in the PBA and its affiliates, his/her participation in any activities of the PBA and its affiliates, collective negotiations with the Borough, or in the Employee's institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.
- B. Any discipline resulting in a suspension or forfeiture of accumulated time may be appealed through the grievance procedure directly to arbitration, or through the Superior Court under N.J.S.A. 40A:14-150.
- C. Any termination of an Employment may be appealed to Superior Court under N.J.S.A. 40A:14-150, arbitration under the grievance procedure, or through the special disciplinary panel at Public Employment Relations Commission.
- D. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.
1. The interrogation of an Employee shall be when the Employee is on-duty. If it is required that the Employee report to headquarters on his/her off-duty hours, the Employee shall be compensated at an overtime rate as set forth in this Agreement.
 2. The Employee shall immediately be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the Employee shall be so advised. All non-confidential information to apprise the Employee of the allegation(s) will be provided. If known that the Employee is being interrogated as a witness only, the Employee will be so informed at the initial contact.



3. Respites will be allowed. Time will be provided for personal necessities, meals, telephone calls and rest periods as necessary.
4. The interrogation of the Employee shall not be recorded without the Employee's knowledge.
5. The Employee will not be subjected to any offensive language, nor will he/she be threatened with transfers, dismissal, or any other disciplinary action. No promises of any nature will be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the Employee of the possible consequences of his/her act.
6. If any Employee is under arrest or is likely to be, or is a suspect or target of a criminal investigation, he/she will be given his/her rights pursuant to current decisions of the United States Supreme Court.
7. In all cases and in every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Borough shall afford an opportunity for an Employee, if so requested, to consult with counsel and/or his/her Association representative(s) before being questioned concerning a violation of the rules, regulations, and laws which could result in disciplinary action.
8. In all cases and at every stage of the proceedings, the Department shall afford an opportunity for the Employee to consult with counsel and/or Association representation before answering any questions/activities. The Department must advise the Employee in writing that he/she may have representation and counsel and must also have the Employee sign the notice electing or rejecting representation.
9. The Employee shall have the right at all times to refuse to take a polygraph or other lie detector test and shall have the right to refuse to testify against himself/herself at any disciplinary hearing.
10. When a complaint is either anticipated or filed against an Employee, he/she shall not be required nor instructed to make a report concerning the same prior to any interrogation. This shall not relieve the officer from his/her responsibilities to file routine reports required in the course of his/her duties.

E. REQUIRED MEETINGS OR HEARINGS

1. Whenever any Employee is required to appear before a) any administrative officer or supervisor, council or any committee or member, representative or agent thereof or b) the Mayor or his designee, concerning any matter which could adversely affect the continuation of that Employee in that office, assignment, rank, employment, salary or any increments pertaining thereto -- then such Employee shall be given prior notice of the reason(s) for such meeting or interview and shall be entitled to have representation of the PBA, or its designee, present to advise him/her and represent him/her during such meeting



or interview. Any suspension of an Employee shall be with or without pay in accordance with law.

F. EMPLOYEE DISCIPLINE

1. No Employee shall be disciplined, reprimanded, or reduced in rank or compensation except for just cause, in accordance with State Law, nor shall the Employee be suspended without pay when no formal charges have been preferred for more than seven (7) days.
2. Oral and written reprimands shall be grievable as per the grievance process. Any Employee has the right to attach a written response to any written reprimand within seven (7) days of its receipt or final determination of the grievance adverse to the grievant.
3. Following one six (6) months' time, an Employee may request of the Chief of Police that an oral reprimand and/ or counseling be removed from the Employee's personnel file and the record be expunged. Said materials would remain in the IA file.
4. Written reprimands may not be used against an officer for the purposes of progressive discipline after four (4) years from the date of incident.

G. Retirement

1. Upon retirement, approved through the Police and Firemen's Retirement System, through service, special, ordinary disability, or accidental disability, the Employee shall receive a retired officer identification and badge identical to the standard issued at his/her own cost.

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ARTICLE V

EMPLOYEE DRUG TESTING

The Borough and the PBA agree to be bound by the Borough's Alcohol and Drug Testing Policy and the Attorney General's Guidelines governing said testing. In so far as the sworn members of the Police Department are concerned, in the event of a conflict between the Borough's Policy and the Attorney General's Guidelines, the Attorney General's Guidelines shall prevail. For the purposes of the random drug testing provisions of the policy, any member of the bargaining unit shall be deemed to be in a "safety-sensitive position." In the event that a Federal or State Court of competent jurisdiction deems the random testing of police officers to be illegal or unconstitutional, the provision concerning random testing, only, shall be null and void.



ARTICLE VI

LEGAL INSURANCE AND REPRESENTATION

The Employer and the Bargaining Unit agree to be bound by the mandatory provisions of N.J.S.A. 40A:14- 155.



ARTICLE VII


PERSONNEL FILE

A. DEROGATORY MATERIAL

1. No derogatory material concerning an Employee's conduct, service, or character shall be placed in his/her personnel file unless the Employee has been given an opportunity to review the material. The Employee shall acknowledge that the opportunity was given for review by affixing his/her signature to the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The Employee shall have the right, within fourteen (14) calendar days of such review, to submit a written response to such material. Said response shall be attached to the file copy and shall be considered as part of the entire document.

B. FILE REVIEW

1. Each Employee shall have the right, upon request, to review the contents of his/her personnel file. The Employee shall have the right of PBA representation to accompany him/her during such review. Upon request, a copy of the personnel file shall be provided within 7 business days if possible.



ARTICLE VIII

PBA RIGHTS AND PRIVILEGES

A. INFORMATION

1. The Employer agrees to make available to the PBA in response to reasonable requests, all available information concerning plans and operational programs of the Department of Public Safety, as available through OPRA, together with any information which may be necessary for the PBA to process any grievance or complaint.
2. A designated PBA representative may review the personnel file of a member of the bargaining unit in connection with the processing of a grievance provided that an appropriate release has been secured in advance from the affected individual(s).

B. RELEASE TIME FOR MEETINGS

1. Whenever any representative of the PBA, or any other Employee covered by this agreement, participates during an Employee's working hours in grievance proceedings, conference with management and/or negotiations, the Employee shall suffer no loss in pay or other contractual benefits to which entitled.
2. Accredited representatives of the PBA may enter Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the PBA decides to have its representative enter Borough facilities or premises, it will request such permission from the Chief of Police or his designee and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of Borough government or normal duties of employees.
3. Representatives may be appointed by the PBA to represent the PBA in grievances with the Borough.
4. The rights and privileges of the PBA and its representatives as set forth in this Article shall be granted to the PBA as the sole and exclusive representative of all Employees covered by this agreement.

C. UNION LEAVE

Pursuant to the General Provisions of N.J.S.A. 40A:14-177, the Association agrees to send no more than two (2) members to attend any State or national convention, including but not limited to, the Annual State Convention and Mini-Convention. Such paid leave of absence shall be for a period inclusive of the duration of the convention, with a reasonable time allowed for time to travel to and from the convention, provided that such leave shall be for not more than seven (7) days. The Borough shall allow the

State Delegate to attend Delegate meetings while on duty, provided the Employee receives approval from the Chief of Police and the Employee's attendance does not result in overtime.

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ARTICLE IX

USE OF MUNICIPAL FACILITIES

The PBA and its members and representatives shall have the right to use Borough Facilities at all reasonable times for meetings with approval of the Business Administrator or his/her designee provided that those facilities are not in use or scheduled to be used during the same time. The Business Administrator or his/her designee shall be notified in advance of a) the time of the meeting, b) the location and, c) the anticipated duration. The PBA may use all departmental e-mails to exchange information related to official union business. Should the PBA desire to use police department facilities, the Chief of Police shall be notified in advance.

ARTICLE X

MEMBERSHIP DUES

The Borough agrees to deduct monthly membership dues payable to PBA 181 from the pay of those Employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Borough by the Treasurer of PBA 181, together with a list of the names of all Employees for whom the deductions are to be made and where they are to be deposited. As a matter of cost savings, the list of names may be sent by means of the Union's email, interoffice email, or interoffice mail to the President. In the event that a wire transfer cannot be completed, then the Borough Treasurer Office shall notify the Union and a check shall be sent.

- A. Upon receiving the written voluntary authorization and assignment of an Employee covered by this agreement (in the form consistent with applicable law and agreed upon between the Borough and the bargaining agent), the Borough agrees to deduct from every two weeks pay, membership dues in such amounts as dictated pursuant to the by-laws and constitution of the bargaining agent during the full term of this agreement and any extensions or renewals thereof, except that no deduction shall be made for the third pay period in any month. The Borough shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the bargaining agent.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the bargaining agent shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change.
- C. Any written designation to terminate the deduction of PBA 181 dues and the filing of such notice of withdrawal shall be effective to all deductions on the first pay period next succeeding the date on which the notice or withdrawal is filed.
- D. The bargaining agent will provide the necessary check-off authorization forms and deliver the signed form to the Borough or its designee. The bargaining agent shall indemnify, defend and save harmless the Borough against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the bargaining agent to the Borough.
- E. The Personnel Office or the Borough Administrator will notify the Treasurer of the bargaining unit within thirty (30) days of hire of all Employees, their address, birth date, classification, rate of pay and removals from the Borough's payroll.
- F. Indemnification and save harmless provision



1. PBA 181 agrees to indemnify and hold the Borough harmless against any liability which may arise by reason of any action taken by the Borough in complying with the provisions of this Article provided that:

- i. The Borough gives PBA 181 timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph;
- ii. It is expressly understood that paragraph 1i. will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Borough.



ARTICLE XI

GRIEVANCE PROCEDURES

- A. DEFINITION: A "grievance" is an allegation by an Employee, a group of Employees, or the Association, that his/her right(s) regarding the interpretation and application of the Agreement or the administrative decision affecting the Employee(s) has (have) been violated.
- B. PURPOSE: The purpose of this grievance procedure is to provide an orderly internal mechanism for the resolution of problems relative to Employees. All concerned shall endeavor to secure a rapid and equitable determination to Employee grievances at the lowest possible level through regular administrative channels and procedures without interfering with normal departmental operations, and procedures shall be kept as informal and confidential as possible.
- C. PROCEDURES: If the affected Employee, group of Employees, or the Association fails to commence a grievance within fifteen (15) calendar days after the grievant knew, or should have known, about the occurrence of a grievable event, then and in that event, the grievance shall be considered waived. Failure at any level of this procedure to communicate a decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to an appeal and abandonment of the grievance or an acceptance by the grievant of the decision at that level shall result in the grievance being deemed closed and/or dismissed. All decisions shall be in writing with supportive reasons provided. For any continuing violations of the contract, each violation restarts the 15 day window to file a grievance. The Parties may mutually agree to extend timelines in the grievance procedure. Any extension must be confirmed in writing or e-mail. The steps in the grievance procedure shall be as follows:

STEP ONE:

A grievance should first be presented verbally to the immediate supervisor and the supervisor must either a) arrange a mutually satisfactory settlement of the grievance within forty-eight (48) hours or b) advise the grievant of the inability to do so. The immediate supervisor may not make any decision contrary to the existing policies of the department.

STEP TWO:

If the grievance cannot be settled at step one, the grievant, and/or an Association representative, will present a written grievance to the Chief of Police within seven (7) calendar days after a denial by the supervisor in Step One. The grievance shall be stated as completely and clearly as possible and is to be signed by the grievant and/or the Association Representative. The Chief of Police will respond to the grievance in writing stating the reason for any denial. The written response from the Chief of Police shall be rendered within seven (7) days of receipt of the grievance. The grievance response shall be copied to the Mayor and Council.



STEP THREE

Following a response from the Police Chief, a grievant or Association Representative may take the matter before the Business Administrator. The Business Administrator must be notified within ten (10) days of the denial by the Chief of Police. The Business Administrator shall have 10 days to respond to the grievance in writing.

STEP FOUR:

Following a response from the Business Administrator, a grievant or Association Representative may take the matter before the Mayor and Council. The Mayor and Council must be notified within ten (10) days of the denial by the Business Administrator. The Mayor and Council shall schedule a hearing on the grievance, which shall occur within thirty (30) days of being served with notice of advancement to step four. The Mayor and Council shall have twenty (20) days of the hearing to render a written decision on the grievance.

STEP FIVE:

In the event the grievant is dissatisfied with the determination of the Mayor and Council, the grievant shall have the right to binding arbitration pertaining to any grievances. A request for binding arbitration shall be made under the rules and regulations of the Public Employees Relations Commission (PERC) no later than twenty (20) calendar days following the receipt by the grievant of the determination of the Mayor and Council. Failure to file within said time period shall constitute a bar to such arbitration. In the event of arbitration, the costs for the arbitrator's services shall equally borne by the parties as determined by the arbitrator. All papers and documents relating to the grievance and its disposition will be placed in the grievant's personnel file. The arbitrator shall have no authority to add to or subtract from this agreement. The arbitrator shall be bound by the applicable laws of the State of New Jersey and the laws of the United States and decision of the courts of the State of New Jersey and courts of the United States. The arbitrator must address only the issue(s) submitted to arbitration and shall not have the authority to determine any other issues not so submitted, nor shall the arbitrator render observations or declare opinions which are not essential in reaching a determination. The parties direct the arbitrator to decide, when asked as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute. In rendering his/her decision, the arbitrator shall indicate his/her findings of facts and reasons for making the award.

ARTICLE XII

HOURS OF WORK AND OVERTIME

- A. Employees will be reimbursed for overtime at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for all time worked in excess of their regularly scheduled tour of duty, which tour of duty shall not exceed twelve (12) hours. The Employee shall have the option of direct cash payments or compensatory time off, according to the following:
1. Monetary compensation for departmental overtime worked shall be made within the next pay period after the overtime is earned. Monetary compensation for "outside overtime" worked shall be made in the next pay period after the Borough receives payment. "Outside overtime" shall be construed to mean any payment made by an entity other than the Borough.
 2. Effective with the ratification of this contract, officers may accrue up to four-hundred forty (440) hours of compensatory time. Any excess hours will be immediately paid out to the officers to reduce his/her bank down to four hundred forty (440) hours in a separate check at the current hourly rate.
 3. This time may be taken at any time, subject to the approval of the Chief of Police or his/her designee, which approval shall not be unreasonably withheld. This compensatory time may also be taken upon termination of employment at which time the Employee has the option to a monetary payment for the hours accrued as per the Fair Labors Standard Act.
- B. In the event an Employee is called in to work on his/her non-scheduled time (including, but not limited to, administrative appearances, training, firearms qualifications, etc.) the Employee shall be guaranteed a minimum of three (3) hours pay at one and one-half (1-1/2) times his/her regular rate of pay. In the event an Employee is called in to work on his/her non-scheduled time for off-duty municipal court, the Employee shall be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times his/her regular rate of pay. However, if an Employee is called in to work immediately prior to or immediately following his/her regularly scheduled shift, neither minimum will apply and the Employee will be paid for the actual time worked at the rate of one and one-half (1-1/2) times his/her regular rate of pay for all hours worked in excess of the regularly scheduled tour of duty, which shall not exceed twelve (12) hours.
1. There should be a duty free period of eight (8) hours between shifts except in the case of an unanticipated emergency.
- C. If an Employee is retired and required to testify in any matter, he/she shall be paid at the current top salary for his/her rank at retirement, at an overtime rate.

D. Any Employee assigned to the Detective Bureau who participates in an "on call" schedule shall receive a stipend of three thousand dollars (\$3,000.00) per annum. This shall be prorated monthly.

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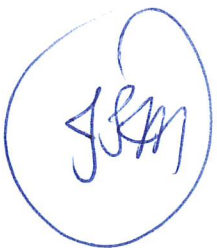
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ARTICLE XIII

ROAD JOB ASSIGNMENTS

- A. Road job assignments shall be defined as jobs that are available to work, which upon fulfillment or contractual obligation, are to be paid by an agency or entity other than the Borough of Middlesex.

- B. The rate of pay shall be (\$85.00/hr). This clause shall take precedence over any existing Borough Ordinance.



ARTICLE XIV

EARNED TIME(Kelly Time)

- A. Employees assigned to the Patrol Division who work the Modified Pitman Schedule shall be provided with, and shall be entitled to use, with the approval of the Chief of Police or designee, 104 hours of additional time off annually. This time off is identified as "Kelly time."
- B. Approval of Kelly time shall not be unreasonably withheld or denied. Reasons for not approving Kelly time shall include, but not limited to, when approving Kelly time would directly cause overtime or it would bring the PD staffing level below minimum requirements.
- C. Kelly time must be used in the year in which it is earned. If, for exceptional circumstances, Kelly time is not exhausted in the year it is earned, carryover may be permitted at the sole discretion of the Police Chief. Under no circumstances will monetary compensation be provided in lieu of using Kelly time. Employees that plan on retiring must notify the Chief of Police with enough advance notice so that all earned Kelly time can be used prior to retirement. When an employee retires any remaining Kelly time shall be waived and the employee shall not be compensated for such time. If an employee has not used his or her Kelly time by the end of the year and the Police Chief does not approve carryover, the Police Chief has the right to schedule the use of the employee's remaining Kelly time.
- D. Kelly time shall be earned at the rate of four hours per pay period for the first 26 pay periods annually and shall be credited to the employees at the beginning of each pay period. January 1st of each fiscal year, the employee shall be advanced 12 hours (3 pay periods) of Kelly time. If an employee is unable to pay back any advanced Kelly time due to assignment change, FMLA, sick time or discipline (i.e. unpaid suspension), the employee shall reimburse the PD with equal time of his/her choice from either Vacation, Floating Holiday, Personal Time, or Compensatory Time bank(s). Kelly time shall not be earned when an employee is absent from work for more than 14 consecutive days for any reason other than approved vacation/compensatory time. Kelly time shall not be earned for each "block" of 14 consecutive workdays the employee is absent.

- E. All Compensatory time, Vacation time, and Floating Holiday requests submitted prior to the March 1 deadline will have priority over Kelly time requests. Thereafter, all time off requests, including Kelly time requests, shall be approved on a first-come-first-served basis.
- F. The PD shall evaluate the Kelly time “arrangement” every 6 months. If the PD determines that this arrangement is not in the best interest of the PD and does not meet the needs of the PD, the Police Chief, in his or her sole discretion, can eliminate the Kelly time “arrangement” and exercise his or her contractual scheduling rights so long as all Police Department employees maintain a 2080-hour work year.



ARTICLE XV

ACTING SUPERVISOR

Effective upon the signing of this Agreement nonsupervisory Employees (Patrol squads) who work in the capacity of an Acting Supervisor shall be compensated at that Supervisor's rate of pay, after an initial 120 hours of acting supervisor work per year. This shall be based on an aggregate amount and not require consecutive service for the duration of time worked in the higher rank. Acting Supervisor pay shall be payable the next pay period after completing the work. Said work must be authorized by the Chief or designee in writing.

ARTICLE XVI

ELIGIBILITY FOR PROMOTION

Officers with six (6) years of service with the Borough shall be eligible for the promotion of Sergeant and assignment of Corporal.

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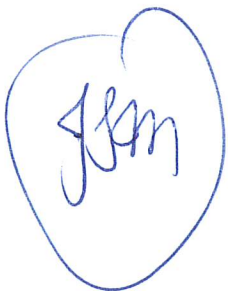
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ARTICLE XVII

CLOTHING ALLOWANCE & REIMBURSEMENTS

- A. Each employee shall receive a uniform allowance payment each year in accordance with the following schedule:
1. \$1,600.00 (2021)
 2. \$1,700.00 (2022)
 3. \$1,700.00 (2023)
 4. \$1,700.00 (2024)
- B. Bulletproof vests Level IIIA+ will be provided by the Borough for each Employee. Department issued soft protective body armor is currently purchased through the State and Federal Bulletproof Vest Partnership Grant program. The grant programs are managed by the Administrative Division Commander. Grant funds may be combined with personal funds from employees to upgrade to a different make and model vest. This is as long as the grant allows the combination of funds.
- C. Upon determination by the Chief of Police or his/her designee that a uniform, wrist watch, eyeglass lenses or contact lenses have been damaged while in the performance of the Employee's duty, except when such actions have been determined to be due to negligence by an omission or commission of the Employee, the Borough shall pay the affected Employee the following amounts, in addition to the regular clothing allowance:
1. Complete expenses for replacement of uniforms.
 2. The cost to repair or replace a wristwatch, not to exceed fifty dollars (\$50.00).
 3. The cost to repair or replace eyeglasses or contact lenses, not to exceed one-hundred seventy-five dollars (\$175.00).
- D. The Borough agrees to pay the cost of eyeglasses or contact lenses every year, for Employees only, not to exceed one-hundred seventy-five dollars (\$175.00), and subject to any other conditions set forth herein.
- E. Employees receiving reimbursement for use of personal vehicles while conducting Borough business on a per-mile basis shall be compensated at the current IRS rate.
- F. All such payments shall be made without delay.



ARTICLE XVIII

HOLIDAYS

A. Employees shall be paid for fourteen (14) holidays per year as follows:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Juneteenth (effective 1/1/22)
7. Independence Day
8. Labor Day
9. Veterans Day
10. General Election Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day
14. Personal Birthday

Effective January 1, 2010 the contractual holiday pay upon which the Borough and Employees have been making pension contributions for years, shall be included in base pay and will be paid in the scheduled Employees paychecks. Effective 1/1/22, Juneteenth shall be included in base pay.

B. Nothing stated above will preclude Employees from negotiating additional holidays in the event that new Federal or State Holidays are created.



ARTICLE XIX

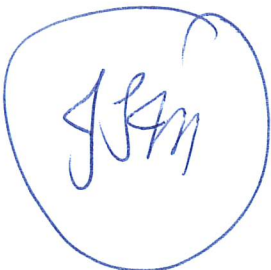
VACATION & TIME OFF

A. Vacation each calendar year will be granted under the following schedule:

- 0-6 months = No Vacation
- 6 months - 1 yr = 40 hours
- 1-3 years = 80 hours
- 4-+ years = 8 additional hours per year

Commencing January 1st of the year of which the employee will attain 4 years of service, the vacation time will increase by an additional eight (8) hours per year for each year of service, e.g. Year 10- 136 hours, year 15- 176 hours, etc., with a maximum vacation limit of 256 hours.

- B. All periods of employment shall be computed from January 1st of the year of appointment or employment unless the date of said appointment took place on or after July 1st, in which case said period of employment shall be computed from January 1st of the year following said appointment of employment. The payment of the above vacation benefits shall be made retroactive to January 1st of each year.
- C. Any Employee may, upon receiving prior approval of the Chief of Police, carry forward up to 40 hours of unused vacation time from one calendar year into the next succeeding year and must be used by or before December 31st of that succeeding year. Employees desiring to carry forward vacation time as aforesaid must submit a written request to the Chief of Police on or before September 1st of the year from which the vacation time is to be carried forward. Each request will be considered by the Chief of Police in the order in which it is received and will be evaluated on the basis of demonstrated need or circumstances and the overall effect on police operations. Approval shall not be denied without written notice of the reason(s) for denial.
- D. Each Employee shall receive twenty four hours (24) Personal Time to use as time off per calendar year. Personal Time is in addition to accrued Vacation time.



ARTICLE XX

BEREAVEMENT LEAVE

- A. In the event of death in the Employees' immediate family or the death of a relative who resides with the Employee, the Mayor and Council will grant a three (3) day leave of absence with pay to the Employee. A one (1) day leave of absence for mourning will be permitted in cases where the Employee cannot physically attend the funeral because of distance to the location.

- B. For purposes of bereavement leave, the term "immediate family" shall mean and refer to the employee's spouse, children, parents, father in law, mother in law, sisters, brothers, and any member of the immediate household.

- C. An Employee will be granted a two (2) day leave of absence with pay to attend the funeral of a "near relative" defined as an Employee's spouse's brothers or sisters; Employee's and spouse's grandmother, grandfather, son in law and daughter in law; or an Employee's godfather or godmother, or an Employee's aunt or uncle.

- D. Employees may be required to provide the Chief of Police with reasonable verification of the decease of the near relative.

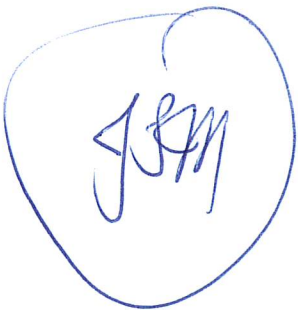
- E. All days referenced in this article shall be calculated as calendar days.



ARTICLE XXI

SICK LEAVE

- A. Employees will be entitled up to a maximum of one (1) year sick time. This shall not be interpreted to limit the number of sick days an Employee may take during his/her career.
- B. One half of a working day shall be the smallest unit to be considered in computing sick leave used.
- C. Sick leave in excess of three consecutive working days must be justified by a certificate from a physician relating to the Employee's illness.
- D. An Employee on sick leave must be at their residence or place of confinement during the time of their regularly scheduled shift. If the Employee must leave during this time, he/she must call-in when leaving his/her residence and must call-in upon returning. All or any portion of the time not accounted for by the Employees will result in a loss of salary for that period. This paragraph will not apply to an Employee who is on an extended disability, injury, illness, or hospitalization.
- E. If an Employee is absent from work for reasons that entitle the Employee to sick leave, the Chief of Police or his/her designee shall be notified as early as possible, but no later than one half hour prior to the start of the scheduled work shift from which the Employee is absent, except in the event of unforeseen circumstances which prevent the Employee or individual on his/her behalf from calling in such absences. Failure to notify the Chief of Police or his/her designee may cause for denial of sick leave pay for that absence(s).



ARTICLE XXII

LEAVE OF ABSENCE

- A. A leave of absence without pay may be granted for a good cause to any Employee for a period of up to six (6) months. Maternity/Paternity leaves are also included in this leave of absence. Such leave shall be granted at the sole discretion of the Business Administrator, or in the absence thereof the Mayor or designee, after recommendation from the Chief. This leave may be extended for up to an additional six (6) months at the sole discretion of the Business Administrator, or in the absence thereof the Mayor or designee, after a recommendation from the Chief.

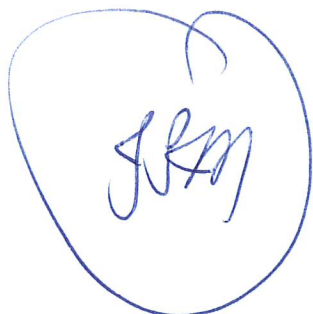
- B. A female officer who is pregnant and has been determined by the Borough physician as being unable to perform her regularly assigned duties, shall have, at the option of the Chief of Police, or his/her designee, the opportunity to work on a "light duty" status. She shall have the opportunity to return to "light duty" following her delivery and until such time as the Borough physician certifies her ability to return to unrestricted duty. In the event that the Employee's physician disagrees with the medical opinion of the Borough physician, the matter shall be referred for resolution to a third physician selected by both the Employee's physician and the Borough's physician. The fee of the third doctor, if required, shall be paid for by the Borough.



ARTICLE XXIII

LIGHT DUTY

All employees covered under this Agreement who are injured on or off duty and are assigned light duty will be permitted to attend doctor's appointments during their scheduled shift if such appointments cannot be scheduled during non-working hours. There is no permanent light duty.



ARTICLE XXIV

INSURANCE POLICIES

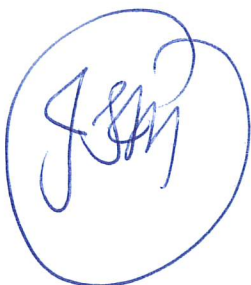
- A. Hospital / Medical Insurance: The Borough agrees to pay for the cost of insurance for all Employees and their spouse/dependents who are a party to this Agreement. The Borough agrees to pay the cost of insurance for all Retired Employees and their spouse/dependents who are party to this agreement who had twenty-five (25) years or more of service as Borough Employees, or retire on a disability pension. A credit of up to two and one-half (2.5) years of services in the PFRS will be applied to Employees who qualified for a Special Retirement as defined by the PFRS, and who had twenty-two and one-half (22.5) or more years of service as Borough Employees; as provided under Chapter III, P.L. 1973 (N.J.S.A. 52:14-17.38) and under N.J.S.A. 52:14-17.25 et seq., commonly known as the New Jersey State Health Benefits Program Act.
- B. Health insurance contributions shall be made in accordance with Chapter 78, P.L. 2011.
- C. Dental Plan: The Borough shall provide a basic dental plan, based on the UCR concept, for Employees and their spouse/dependents, at no cost to the Employee. The maximum amount payable by the carrier for an eligible patient in any calendar year is two-thousand dollars (\$2,000.00) for basic and prosthodontic benefits. In addition, orthodontic benefits are subject to a two-thousand dollar (\$2,000.00) maximum per case. The plan includes the following coverage:
1. Preventive and Diagnostic - 100%
 2. Remaining Basic Services - 70/30
 3. Sealant Benefit Rider - 100%
 4. Prosthodontic Benefits - 50/50
 5. Orthodontic Benefits - 50/50
- D. Term Life Insurance: The Borough held term life insurance policy is for ten thousand dollars (\$10,000) per Employee.
- E. Long Term Disability Insurance: Insurance costs for long term disability insurance will be paid in full by the Borough.
- F. The Borough reserves the right to present alternate hospitalization and insurance protocols to the Association during the terms of the contract.

ARTICLE XXV

INJURY IN THE PERFORMANCE OF DUTY

- A. Workers' Compensation: During the calendar year and regardless of the number of accidents in which an Employee is involved, the Employee shall receive full pay up to one (1) year if job-related injury occurs while adhering to all safety rules and regulations. The Borough will pay the difference over and above that which is received by the Borough from the insurance company so that the Employee will receive 100% of their normal salary.

- B. Short Term & Long Term Disability: Any employee on sick leave or disability other than those covered by Workman's Compensation and who is covered by temporary disability insurance, which commences on the eighth (8th) consecutive day of disability, shall be entitled to that portion of their regular salary from the Borough which provides the employee with one hundred (100%) percent of their normal salary for the length of short term disability, which is defined as thirteen (13) weeks by the Borough's disability carrier. After such time, the employee shall be entitled to that portion of their regular salary from the Borough which provides the employee with seventy-five (75%) percent of their normal salary for the length of long term disability, which is defined as up to one (1) year from the original disability leave date. The Borough will pay the difference over and above that which is received by the Borough from the disability carrier.



ARTICLE XXVI

DEATH BENEFITS

A. In the event an Employee is killed during the performance of his/her duties as a police officer, the Borough will pay to the heirs or estate of said Employee a sum of money equivalent to the Employee's base salary during the year that the Employee is killed in the line of duty. This benefit shall be in addition to any and all benefits paid to the family of said Employee as a result of Worker's Compensation benefits and any other benefits paid to the survivors of said Employee.

B. The Employee's health benefits shall be provided to the Employee's surviving spouse and eligible dependent(s) per the Affordable Care Act and such persons shall continue to receive health insurance benefits at no charge until the spouse remarries. Dependents shall maintain coverage until they turn 26 years old.

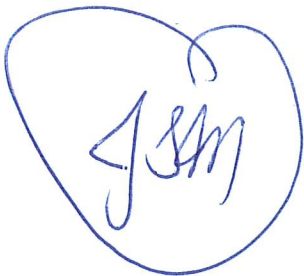
C. Upon resignation, retirement, or termination, an Employee is entitled to the pro rated value of all unused vacation time for that calendar year. Upon death of an individual covered by this Agreement, all of the above payments shall be made to the Employee's beneficiary as stated on his/her pension insurance policy.



ARTICLE XXVII

TERMINAL LEAVE

Employees are entitled to a paid terminal leave for the three (3) months prior to a Service Retirement or Special Retirement as defined by the PFRS. Upon mutual agreement of retiree and the Borough, the terminal leave may be paid as a lump sum at retirement. No terminal leave shall be granted for a disability retirement or for voluntary resignation.



ARTICLE XXVIII

RETENTION OF BENEFITS

Employees shall receive annual step movement based on the salary guide. Step movement for officers shall continue upon the expiration of this agreement. Any and all other benefits granted prior to this Agreement, not specifically set forth herein, will remain in full force and effect.



ARTICLE XXIX

SECONDARY EMPLOYMENT

An officer may accept and be employed in any occupation during his/her off-duty hours, provided that such occupation is not in violation of Federal, State or Local law, and that such occupation does not cause a conflict of interest with his/her job as a police officer. The Employee shall be required to obtain the permission of the Chief of Police before the Employee obtains secondary outside employment.



ARTICLE XXX

SEPARABILITY CLAUSE

If any section, subsection, subdivision, clause, or provision of the written contract Agreement shall be judged invalid, such adjudications shall apply only to the section, subsection, subdivision, clause, or provision so adjudged, and the remainder of the written contract shall be deemed valid and effective.

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ARTICLE XXXI

FULLY BARGAINED AGREEMENT

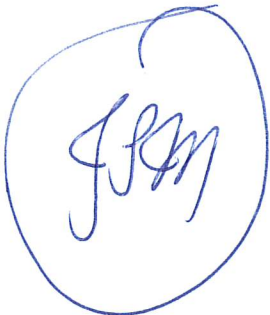
This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain-able issues which were, or could have been, the subject in negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time the negotiators signed this Agreement.



ARTICLE XXXII
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 not without limiting the generality of the foregoing or the following rights:

- A. The executive management and administrative control of the Borough Government and its properties and facilities, and activities of its Employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
- B. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of Employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.
- C. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/ or the effective operation of the police department after advance notice thereof to the Employees to require compliance by the Employees is recognized.



ARTICLE XXXIII

SALARIES

A. Officers hired before 6/1/2022

	2020	2021	2022	2023	2024
Captain	\$148,105	\$151,437	\$155,440	\$158,937	\$162,513
Lt.	\$135,876	\$138,933	\$142,605	\$145,814	\$149,095
Sgt.	\$124,657	\$127,462	\$130,831	\$133,775	\$136,785
Corporal		\$118,304	\$121,568	\$124,303	\$127,100
Class A	\$114,364	\$116,937	\$120,028	\$122,729	\$125,490
Class B	\$104,678	\$107,033	\$109,862	\$112,334	\$114,862
Class C	\$94,994	\$97,131	\$99,698	\$101,942	\$104,235
Class D	\$85,517	\$87,441	\$89,752	\$91,772	\$93,837
Class E	\$75,623	\$77,325	\$79,369	\$81,155	\$82,981
Class F	\$65,938	\$67,422	\$69,204	\$70,761	\$72,353
Prob.	\$49,000	\$50,103	\$51,427	\$52,584	\$53,768
Academy	\$47,443	\$48,510	\$49,792	\$50,913	\$52,058

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RS

SC

B. Officers hired on or after 6/1/22

	2021	2022	2023	2024
Captain	\$151,437	\$155,440	\$158,937	\$162,513
Lt.	\$138,933	\$142,605	\$145,814	\$149,095
Sgt.	\$127,462	\$130,831	\$133,775	\$136,785
Corporal	\$118,437	\$121,568	\$124,303	\$127,100
Class A	\$116,937	\$120,028	\$122,729	\$125,490
Class B	\$107,033	\$109,862	\$112,334	\$114,862
Class C	\$100,205	\$102,854	\$105,168	\$107,534
Class D	\$93,048	\$95,508	\$97,656	\$99,854
Class E	\$85,890	\$88,160	\$90,144	\$92,172
Class F	\$78,733	\$80,814	\$82,632	\$84,492
Class G	\$71,575	\$73,467	\$75,120	\$76,810
Class H	\$64,418	\$66,121	\$67,608	\$69,130
Class I	\$57,260	\$58,774	\$60,096	\$61,448
Prob.	\$50,103	\$51,427	\$52,584	\$53,768
Academy	\$48,510	\$49,792	\$50,913	\$52,058

ARTICLE XXXIV

TERM AND RENEWAL

This Agreement shall have a term of January 1, 2021 through December 31, 2024. This Agreement shall continue in full force and effect until a successor Agreement is executed. Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

ATTEST:

John J. Madh
Mayor

Renee Chismar, PMC
Borough Clerk

PBA LOCAL 181:

Richard Bryant J
President

Scott N. Chivello
Delegate

JJM

RS

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