## AGREEMENT BETWEEN

### **BOROUGH OF MAGNOLIA**

-AND-

# MAGNOLIA POLICE DEPARTMENT POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL#30

JANUARY 1, 2021 - DECEMBER 1, 2023

### Table of Contents

Article I	Legal Reference	1
Article II	Recognition	1
Article III	Police Officers Rights	2
Article IV	Grievance	2
Article V	Retention of Benefits	5
Article VI	Joint Police Department/Management Committee	5
Article VII	Wages	7
Article VII	Leave of Absence & Other Leave	8
Article IX	Job Related Schooling	9
Article X	Overtime	11
Article XI	Vacation Benefits	12
Article XII	Shift Differential	13
Article XIII	Medical, Dental, Optical, Prescription Coverage	14
Article XIV	Life Insurance	.15
Article XV	Holidays	.15
Article XVI	Court Time	.15
Article XVII	Sick Leave	16

### Table of Contents

Article XVIII	Shift Call-Back1	. 7
Article XIX	On Call Detective Time	.7
Article XIX	LEADIDARB Time	. 7
Article XX	Pay Schedule1	7
Article XXI	Acting Pay1	3.
Article XXII	Work Week1	8
Article XXIII	Uniform Maintenance1	9
Article XXIV	Severability and Savings1	9
Article XXV	PBA Business20	)
Article XXVI	Seniority20	)
Article XXVII	Successor Agreement	)
Schedules A &	3	
Salary Chart/Gเ	uide ,	
	A: Employees hired before January 1 <sup>st</sup> , 2018	

Employees hired after January 1st, 2019

B:

#### **ARTICLE I**

#### LEGAL REFERENCE

Nothing contained in this agreement shall alter the authority conferred by law, ordinance, resolution, administrative code, or police department rules and regulations upon any Borough official or in any way abridge or reduce such authority. This agreement shall be construed as requiring both Borough officials to follow the terms and conditions of employment contained herein to the extent that they are applicable in the exercise of the responsibility that is conferred upon them by law.

#### **DEFINITIONS**

The term "full-time members" and "members of the police department employed on a full-time basis" shall be construed to mean only full-time members, duly sworn and trained, in training, or to be trained at a police academy. This does not include any clerical, special or part-time officers assigned to the police department.

#### **ARTICLE II**

#### **RECOGNITION**

The Borough hereby recognizes the Policemen's Benevolent Association Local #30 ("PBA") and departmental representatives selected by the majority of the members of the Magnolia Police Department ("Department") as the sole and exclusive representatives of all full-time members of the police department, for the purpose of collective negotiations with respect to the terms and conditions of their employment.

# ARTICLE III POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the Borough hereby agrees that every full-time employee covered by this agreement shall have the right to freely organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any such employee in the enjoyment of any rights conferred by law or the Constitutions of the State of New Jersey and the United States: that it shall not discriminate against bargaining unit members with respect to hours of work, wages or any terms or conditions of employment by reason of his/her membership in the PBA and its affiliates, bis participation in any of the PBA and its affiliates collective negotiations with the Borough, or in his/her institution of any grievance, complaint, or proceeding under this agreement or othe1wise with respect to any terms or conditions of employment.

#### ARTICLE IV

#### **GRIEVANCE**

#### A. PURPOSE

It is the policy of the Borough and the PBA that all grievances be resolved infom1ally or at the earliest possible stage of this grievance procedure. Informal settlements at any step shall bind the parties to the settlement but shall not be precedent in later grievance proceedings.

#### **B. DEFINITIONS**

 The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of this agreement, any Borough policy governing the PBA bargaining unit members or any administrative decision affecting any member or members of the bargaining unit.

- 2. A police officer is any full-time person in the unit covered by this agreement.
- 3. Aggrieved party is the PBA or a member or members of the bargaining unit who have a grievance.

#### C. SUBMISSION OF GRIEVANCES

- 1. Before submission of a written grievance the aggrieved party must attempt to resolve it informally.
- 2. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of the agreement, practice or policy involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- 3. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

#### D. GRIEVANCE PROCEDURE

- The Chief of Police shall respond in writing to each grievance received. If an
  aggrieved party is not satisfied with the response of the Chief of Police or if no
  response is received within seven (7) calendar days after the submission of a
  grievance, such aggrieved party or the PBA may submit a copy of the grievance to
  the Mayor and Council.
- 2. The Mayor and Council or its designated Council members shall, upon request, confer with the aggrieved pa1ty and PBA with respect to the grievance and shall deliver to the PBA a written statement of their position with respect to it no later than ten (10) business days after it is received by them.

#### E. ARBITRATION

- 1. If the PBA is dissatisfied with the decision of the Mayor and Council, it may request the appointment of an arbitrator. The request shall be filed with the Public Employment Relations Commission and a copy of the filing shall be sent to the Chief of Police, no later than two (2) weeks after receipt of the decision of the Mayor and Council by the PBA.
- 2. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Borough. The recommendations of the arbitrator will be binding on both parties. Only the Mayor and Council and the aggrieved party and his representative shall be given copies of the arbitrator's report of findings and recommendations.
- Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed a denial and the grievance may proceed to the next step.
- 4. Failure at any step of this procedure to appeal a grievance to the next step within specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 5. It is understood that bargaining unit members shall during, and notwithstanding the pending grievance, continue to observe all assignments and applicable rules and regulations of the department until such grievance and any effect thereof, shall have been fully determined.
- 6. The cost for the arbitrator is to be equally shared by the parties. All other costs shall be borne by the party incurring same.
- 7. Whenever any act is required under this article to be done or performed within a specified time period, Saturdays, Sundays and holidays shall be excluded in the computation of such time period.

8. Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify or otherwise change any other part of this agreement without the mutual consent of the parties hereto in writing.

# ARTICLE V RETENTION OF BENEFITS

The Borough agrees that all benefits, terms and conditions of employment relating to the status of members of the PBA bargaining unit not covered by this agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this agreement.

# ARTICLE VI JOINT PBA/MANAGEMENT COMMITTEE

A committee consisting of representatives of the Borough and the PBA shall be established for the purpose of reviewing and administering this agreement and to resolve problems that may arise, said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings, The purpose and intent of such meetings is to foster good labor and employment relations through communications between the Borough and the PBA on such matters as:

- A. Discussing questions arising over the interpretation and application of this agreement.
- B. Discussing general information of interest to the parties.
- C. Giving the representative the opportunity to express his views or to make suggestions on subjects of interest to employees of the bargaining unit.
- D. To notify the representatives of changes in non-bargain able conditions of employment contemplated by management that may affect employees in the bargaining unit.
- E. The promotion of education and training.
- F. The elimination of waste and the conservation of materials and supplies.

G. The improvement of working conditions, the safeguarding of the morale of the employee.

The two bargaining groups, members of borough council and members of the police department may freely discuss contract details freely within their own bargaining group, but shall discuss contract negotiations with the other bargaining group only at official negotiation meetings, and only through their negotiation group representatives with only the following exception. The director of public safety (or bis designee in that capacity) and the PBA designated representative (or his designee in that capacity) may communicate on contract details at times other than official meetings. This will eliminate any problems caused by individual members of council or the police department from conducting unofficial, unscheduled negotiation discussions with the other bargaining group.

#### **ARTICLE VII**

#### **WAGES**

The salary schedule of the previous contract shall be modified as follows:

- 1. For employees hired prior to December 31, 2017 shall follow the provisions outlined in Schedule A Salary Guide.
- 2. Employees hired after December 31, 2017 shall follow the provisions outlined in Schedule B Salary Guide.
- 3. All employees covered under this contract agreed to a 2% wage increase per year throughout the contract.

The following salary increases are as follows:

- 2021 2%
- 2022 2%
- 2023 2%
- 4. For employees hired January 1, 2007 and thereafter, cost of living increases shall occur January 1" of every year and step increases shall be effective the anniversary date of hire annually.
- 5. It shall be the Chief of Police's discretion assigning the duties of Magnolia Police Department Detective. The officer assigned as detective shall receive an annual stipend of \$1,000.00.
- 6. All salary calculations in Schedule A are subject to adjustment if a math error was made. All full-time police salaries are payable every two weeks. Further, it is agreed by the parties that there will exist a five percent (5%) rank differential between the paid grade rank of sergeant and lieutenant.

#### **ARTICLE VIII**

#### LEAVE OF ABSENCE AND OTHER LEAVE

#### A. MILITARY LEAVE OF ABSENCE

- 1. An officer who is a member of the reserve component of any United States armed force or the National Guard of any state and is called for Federal active duty will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays in the aggregate of the leave in any calendar year shall be with full pay.
- 2. An officer who is a member of the New Jersey National Guard shall be granted a leave of absence for the duration of the service. The first 90 workdays in the aggregate in any calendar year, during which he or she shall be engaged in State or Federal active duty, shall be with full pay.
- 3. Such officer must be reinstated without loss of privileges or seniority, provided he received an honorable discharge, and he reports for duty with the borough within ninety (90) days following his discharge from military services.

#### B. LEAVE BECAUSE OF DEATH

Each full-time member of the Department shall in case of death of a spouse, parent, child, sibling, step-parent, step-child or step-sibling should be granted time off from time of death to grieve and attend the service, to a maximum of five (5) days with pay at the established annual salary, and shall not be penalized loss of flex time if he actually attends the funeral service during the time he would be required to be on his normal tour of duty.

The same shall apply as well in the case of a death of a grandparent, grandchild, parent-in-law, and sibling-in-law, except that the maximum time should be then limited to three (3) days. As well as for an aunt or an uncle, with maximum time limited to one (1) day.

Such bereavement leave is not in substitution to any holiday, flex, vacation, personal, sick, or compensatory time falling within the time of bereavement. The Borough and/or the Chief of Police may require reasonable verification of the event.

#### C. JURY DUTY

In the event an officer is given notice to serve Jury Duty, said officer shall provide a copy of such notice to the Chief of Police, and shall be granted administrative leave for that day. In the event that the officer is selected as a juror, administrative leave will be granted for the duration of their service. The officer shall be compensated for days attended serving jury duty at the established annual salary and shall not be penalized loss of flex time.

# ARTICLE IX JOB RELATED SCHOOLING

A. NON-POLICE ACADEMY SCHOOLS - Any officer who attends school for the purpose of obtaining either an undergraduate or graduate degree in either law enforcement or public administration shall be reimbursed the cost of his tuition upon the successful completion of each course. Any officer who intends to enroll in a course shall apply no less than four (4) weeks prior to the initiation of classes providing notice to the Chief of Police of his intention to attend said classes the following semester. This shall pertain to any class that is prerequisite in order to obtain degree. Officers must demonstrate that such courses are part of and required for the degree being sought. Officers must also provide evidence that they are matriculated in a degree program related to their profession. Each officer is entitled to reimbursement for up to six (6) credits per calendar year.

The officer must receive a minimum of a "C" grade for the course or a "pass" if the course is offered only as a "pass/fail," and the Police Chief and the Director of Public Safety must have approved of the course in advance.

The course will be reimbursed at the current average rate per credit hour among Rowan University, Stockton University and Rutgers University for the corresponding calendar year. In addition, effective January 1, 2011, each officer who has attained or attains a degree shall receive the following annual compensation in the first pay period of December in each calendar year:

Associates:

\$500.00

Bachelors: \$1,000.00

#### B. POLICE ACADEMY AND POLICE TECHNICAL SCHOOLS

Any officer attending a police academy, or any other police training academy recognized by the State of New Jersey Police Training Commission shall be compensated straight time pay to complete the course. Officers shall obtain permission from the Chief or his designee prior to attending any such course.

#### **ARTICLE X**

#### **OVERTIME**

- A. The Borough agrees that overtime, at the rate of time and one-half (1 ½) shall be given to all employees covered by this agreement in compensatory time or cash payment at the employees option for all hours worked in excess of the regular work day, consisting of eight (8) or twelve (12) consecutive hours depending on the employees shift. For the purpose of determining the hourly rate of pay for all purposes, the following formula will apply for all work schedules currently in effect.
- B. It is recognized that employees may be required, for the purpose of roll call or muster at the commencement of a tour of duty, to report in advance of the tour starting time. In accordance with this recognition, no additional pay or compensatory time shall be given for a ten (10) minute period prior to the commencement of a tour, or for a twenty (20) minute period at the termination of a tour. In the event an employee is required to report earlier than the ten (10) minutes prior to the commencement of a tour, or to remain beyond twenty (20) minutes after the end of a tour, the employee shall be given overtime, at the rate of time and one-half (1½) for all time worked in excess of the work day of eight (8) or twelve (12) consecutive hours of his just completed eight (8) or twelve (12) hour tour of duty.
- C. All overtime earned under this Article and Article XVIII (Recall) shall be given in compensatory time or a cash payment at the members option at a one and one-half (1½) for one (1) basis. If a member chooses said overtime compensation in cash, he will receive said overtime pay no later than the second (2nd) pay period from which it was earned.

Upon the prior written approval of the Chief of Police or his designee and subject to the needs of the department, the employee's preference as to when such compensatory time may be taken will be observed wherever possible.

- D. Off duty police action shall be compensated in accordance with this Agreement from the commencement of the employee's involvement in the incident at a time and one half (1 ½) rate. All employees involved in call outs shall be paid a minimum of three (3) hours of overtime compensation.
- E. Any officer who wishes to be paid for any accumulated compensatory time may do so in June and December of each year. Officers must submit such a request in writing to the Chief of Police by May 1<sup>st</sup> for June and November 1<sup>st</sup> for December. Such request must include how many hours the officer wishes to be compensated for. Requests will be paid during the first pay of June and December, respectively.
- F. Officers may not accrue more than 250 hours of compensatory time. Once 250 hours is reached, officers must take overtime pay for hours earned in excess of 250 hours.

#### **ARTICLE XI**

#### **VACATION BENEFITS**

Full-time members of the Department shall be entitled to vacation benefits. A police officer shall receive one (1) working day vacation for each month of service from the date of appointment up to and including December of last year of service. After completion of the first years' service said officer will be entitled to ninety-six (96) hours of vacation per year provided the said officer has less than five (5) years' service with the borough. During the fifth (5<sup>th</sup>) year of service through the ninth (9th) year of service said officer shall be entitled to one hundred twenty (120) hours of vacation. During the tenth (10<sup>th</sup>) year of service he shall be entitled to one hundred sixty (160) hours of vacation.

During said officers fifteenth (15<sup>th</sup>) through his nineteenth (19<sup>th</sup>) year of service, said officer shall be entitled to two hundred (200) hours of vacation. Officers in the twentieth (20<sup>th</sup>) year of service or more shall be entitled to two hundred forty (240) hours of vacation.

1 to 4 years...96 hours

5 to 9 years...120 hours

10 to 14 years...160 hours

15 to 19 years...200 hours 20 years on...240 hours

#### **ARTICLE XII**

#### SHIFT DIFFERENTIAL

Each employee covered by this agreement shall be entitled to a shift differential. The shift differential shall be five percent (5%) of hourly wages for each hour worked after four o'clock in the afternoon (4:00 P.M.) and before midnight and six percent (6%) for each hour worked between midnight and eight o'clock in the afternoon (8:00 A.M.)

Such shift differential shall be payable bi-weekly, following the time period accrued and shall be based on records kept by the Chief of Police.

#### **ARTICLE XIII**

#### MEDICAL, DENTAL, OPTICAL, PRESCRIPTION COVERAGE

- A. The following shall cover each full-time member's household.
  - 1. The municipality shall provide a benefits medical plan. The benefits are provided through the HIF program in effect in the Borough. The benefit plan will provide a \$15.00 Co-Pay for all doctor's office visits.
  - 2. <u>SUBSTITUTION</u>: The Borough may substitute the benefit plan, Plan Administrator, Plan Servicing Agent and Insurance Carrier without the need for employee approval. However, the Borough is required to provide 30 days written notice of any plan substitution. Additionally, the Borough may not substitute benefits if the substitution results in a reduction of any of the benefits provided in this plan. In the event of a substitution which results in a reduction, the Borough shall be obligated to reimburse the employee for any reduction so that the net resulting benefit is never less than those listed in this plan.
  - 3. <u>PRESCRIPTION PLAN</u>: The Borough will provide a prescription plan for the employees that will cover 70 percent of prescription costs at the pharmacy, 30 percent to be paid at pharmacy by the employee.
  - 4. OPTICAL PLAN: The Borough shall provide an amount of five hundred (\$500.00) per year for each employee household for the purpose of reimbursing optical expenses.

- 5. <u>DENTAL PLAN</u>: Each employee household shall be covered with the Delta Dental Plan Policy as indicated on attached chart (or a plan providing benefits and co-pays that are equal to or better than the Delta Plan). An optional "premier" dental plan will be provided with employees paying the monthly difference in premiums as part of a payroll deduction.
- 6. <u>ACCIDENT/SICKNESS COVERAGE</u>: Each employee shall be covered with off duty accident and sickness insurance under the State Disability Plan.
- 7. It is agreed by both parties that the premium sharing shall be discussed annually as state or health benefits options avail themselves.

#### **ARTICLE XIV**

#### LIFE INSURANCE

The Borough shall provide life insurance for full-time members of the Magnolia Police Department in the amount of fifteen thousand dollars (\$15,000). The member shall designate a beneficiary.

### **ARTICLE XV**

#### **HOLIDAYS**

104 hours of Holiday time is incorporated into each officer's base pay that is paid in equal intervals during the Borough's regular pay cycles. In addition to the Holiday hours, Officers shall be entitled to use 24 hours of "personal time" per calendar year as per SOPs.

#### **ARTICLE XVI**

#### **COURT TIME**

A. Whenever any employee is required to appear in court during his off-duty time in any action or legal proceeding arising out of or incidental to the time/overtime in one of the following manners:

- 1. When the time actually spent in court is two (2) hours or less, the employee shall receive two (2) hours of overtime compensation at time and one-half (1  $\frac{1}{2}$ ) rate (three (3) hours straight time).
- 2. When the time actually spent in court exceeds two (2) hours, the employee shall receive compensation for all time worked, at the overtime rate, however, the employee shall be compensated with no less than four (4) hours of overtime compensation at the time and one-half (1 ½) rate (six (6) hours of straight time).
- 3. When the time actually spent in court is contiguous with the employee's regular shift, he shall be compensated at the regular time and one-half (1 ½) rate. The Borough and/or Department shall not extend any court time so as to have it run contiguously with the employee's regular shift, in an effort to avoid the provisions of this article.

В.

- 1. Overtime reports must be forwarded complete with all required information.
- 2. The employee's overtime court appearance must be scheduled by the court, and not by the employee.
- 3. All other court related appearances, other than at the Borough municipal court, must be support by documentation i.e. a subpoena ad testificandum. Further, written proof of attendance at such proceeding must be provided to the Chief of Police within forty-eight (48) hours of attendance at same.

### **ARTICLE XVII**

#### SICK LEAVE

Employees shall be entitled to 120 hours per year of sick leave in accordance with civil service standards. Each year, unused sick leave may be accumulated and carried over to the following year. Upon utilization of the entirety of contractual sick leave, individual members may petition the Police Chief and Public Safety Committee with just cause for additional sick leave.

Any employee hired shall be permitted to accumulate a maximum of 1120 hours of sick leave which shall be eligible for payment at the time of retirement and shall be paid for one-half of the days accumulated, at the rate of pay at the time of retirement. By way of example if an employee has 960 hours of sick leave at the time of retirement, he shall receive 480 hours of pay.

Upon retirement, accumulated sick time as calculated above shall be paid in equal monthly installments over a three-year period. Upon death of the employee, the remaining amount shall be paid to the employee's estate.

Sick days accrued over 1120 hours respectively, shall be paid by the Borough one-half of the hours accumulated, at the rate of pay during the time the sick leave are accrued. By way of example, if an employee accumulated 80 hours above the 1120 hours, the borough will reimburse him 40 hours at the rate of pay for the year he accumulated the sick time.

#### **ARTICLE XVIII**

#### SHIFT CALL-BACK

When an officer works any time on a second shift within twelve (12) hours of his preceding shift, he shall be paid time and one-half his hourly rate for the time worked on the second shift, unless the officer changes his shift with another, with the approval of the Chief of Police.

#### **ARTICLE XIX**

#### ON CALL DETECTIVE AND L.E.A.D. (D.A.R.E) TIME

The Chief of Police or Highest-Ranking Officer within the Police Department Policies and Procedures.

- A. Said detective(s) will be compensated with four (4) hours of time off for each scheduled weekend On-Call, to be used during that calendar year.
- B. Officer assigned to the L. E. A. D./D.A.R.E. program will be compensated with fort (40) hours of time off, to be used in that calendar year.

#### **ARTICLE XX**

#### **PAY SCHEDULE**

- A. Supplemental wages for shift differential, overtime, and court time will be payable biweekly within two pay periods following the pay period in which they were accrued. While still in effect, holiday pay will be paid in two equal payments on the first pay period of June and first pay period of December respectively.
- B. Sick time reimbursement shall be paid by June 30, for the prior year.

#### ARTICLE XXI

#### **ACTING PAY**

Any Lieutenant, Sergeant or Patrolman who is appointed by and acting for the Chief of Police will be paid the difference in pay between his salary and the Chiefs salary for the time he is acting on the Chiefs behalf.

# ARTICLE XXII WORK WEEK

Each member wording a 12-hour shift will work a total of2188 hours a year. Therefore, each member shall be scheduled an additional nine (9) days off a year. These additional days off are to be scheduled at the discretion of the officer with a minimum of 30 days' advanced notice to the Chief or his designee. A request may be denied if an emergency exists. Each member shall work 2080 (hours) per year by virtue of these additional 9 (twelve hour) days. The fact that an additional day off may cause overtime does not create an emergency. An officer shall be compensated based on his yearly salary and working 2080 hours per year. The use of these days shall be limited to 1 per month per Officer. Only 1 Officer per shift shall be granted this time off. Seniority shall prevail when multiple officers request the same day and shift. These days may not be carried over to the next calendar year unless approved by the Chief. These days may not be cashed-in or conve1ted to compensatory time.

Except for the above, all other references in the police contract to 8-hour shifts shall be revised to 12 hour shifts and all days shall be converted to hours.

#### **ARTICLE XXIII**

#### UNIFORM MAINTENANCE

All employees covered under this agreement shall receive a uniform maintenance allowance of the following amounts:

Year	Allowance
2021	\$1,025.00
2022	\$1,050.00
2023	\$1,075.00

When a full-time member wants to purchase an article of clothing or a piece of equipment, he will obtain approval from the chief of police prior to making the necessary purchase.

In the event that clothing, equipment or personal items are lost or damaged during the performance of duty, said clothing or equipment shall be replaced by the Borough of Magnolia and the employee shall be reimbursed for personal items, which include but not limited to watches, eyeglasses, and authorized jewelry. Reimbursement shall not exceed \$375.00 a year per officer.

#### ARTICLE XXIV

#### SEVARABILITY AND SAVINGS

If any provisions of this agreement or any application of this agreement to any police officer or group of police officers is held to be .invalid or contrary to law, said provision shall be unenforceable, and all other provisions or applications shall continue in full force and effect. The parties agree to commence negotiations to correct and/or replace the invalid provision.

#### ARTICLE XXV

#### **PBA BUSINESS**

- A. The Borough agrees to grant the necessary time off without loss of pay to a maximum of ten (10%) percent of the bargaining unit selected as delegates or alternates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under applicable New Jersey Statutes.
- B. The Borough agrees to grant, if necessary, the required time off, not to exceed three (3) hours per man, per meeting, without loss of pay, to the Association President, Secretary and State Delegate, to attend regular monthly meetings of the PBA.
- C. The President and the Association Delegate or Recording Secretary shall be excused from his tour of duty on the day of a regular or executive meeting of the New Jersey State PBA and the Camden County Conference for the purpose of attending such.
- D. Members of the Association, not to exceed ten (10%) percent shall be excused from duty to attend mutually scheduled contract negotiations and grievance meetings.

#### **ARTICLE XXVI**

#### **SENIORITY**

Throughout the ranks, seniority shall be based on the fact that Captain is senior to Lieutenant, Lieutenant is senior to Sergeant, and Sergeant is senior to Patrol Officer.

If in the event a dispute or seniority arises, and both officers are of equal rank, the senior will be deemed the officer with the longest service in the department in that rank. In the event that both officers were appointed to their present rank on the same date, then the officer with the highest ranking on the Civil Service examination will be senior. In the event of demotion, the demoted party shall carry his years of supervisory service as his standing in the rank demoted.

#### **ARTICLE XXVII**

#### SUCCESSOR AGREEMENT

This agreement shall be in full force in effect from January 1, 2021 through December 31, 2023. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing. In accordance with law, this agreement shall remain in full force in effect during the period of collective negotiations by and between the patties for a successor agreement. The undersigned do hereby agree to the terms and conditions set forth in this agreement.

Borough of Magnolia:

BettyAnn Cowling-Carson, Mayor

Anthony DePrince III, Public Safety Director

Christine Pippet, Acting Borough Clerk

Magnolia Police, PBA Local #30:

PBA #30

PHn. 3 1 # 2362

Ply H. M. h # 2340

Magnolia Police Salary Guide	e Sala	ary Guide																
Guide A - Hire prior to 2017	prioi	to 2017							Guide B - Hire after 2017	Hire	after	2017						
				2.000%		2.000%		2.000%						2.000%		2.000%		2.000%
		2020		2021		2022		2023				2020		2021		2022		2023
Academy	ᡐ	37,972	٠ς-	38,731	ς٠	39,506	ς,	40,296	Academy		ر ج	41,616	4	42,448	42	43,297	\$	44,163
Academ Grad	ᡐ	42,927	٠ς-	43,786	❖	44,661	ς٠	45,554	Academ Grad	ad	ر ج	46,818	δ.	47,754	S	48,709	- ₹	49,684
		47,882	<b>ب</b>	48,840	❖	49,816	<b>ئ</b>	50,813		Н	₹	52,020	4	53,060	4	54,122	· \$	55,204
2	₹.	52,838	❖	53,895	ᡐ	54,973	ς,	56,072		7	\$	55,141	δ.	56,244	∿	57,369	Ş	58,516
m	ς٠	57,794	٠ς.	58,950	❖	60,129	\$	61,331		m	\$	58,262	4	59,427	S	60,616	Ş	61,828
4	\$	65,749	٠Ş	64,004	ς٠	65,284	\$	66,590		4	\$	60,343	4	61,550	٠Ç	62,781	\$	64,036
5	<b>ب</b>	67,704	ᡐ	850'69	ς,	70,439	ς,	71,848		Ŋ	\$	62,424	4	63,672	₩.	64,946	٠	66,245
9	٠ <u>٠</u>	72,660	٠ς-	74,113	ς٠	75,595	ς,	77,107		9	\$	64,505	4	65,795	4	67,111	\$	68,453
7	\$	79,749	\$	81,344	❖	82,971	<b>ئ</b>	84,630		7	\$	999'89	<b>ئ</b>	.70,039	S	71,440	-Ç-	72,869
8	<u>٠</u>	86,965	₹	88,704	\$	90,478	<b>ب</b>	92,288		∞	\$	71,788	↔	73,224	4	74,688	₹	76,182
										0	\$	73,000	<b>ب</b>	74,460	4	75,949	٠Ş	77,468
Sgt	৵	93,557	\$	95,428.07	❖	97,336.63	ᡐ	99,283.36		10	Ş	77,000	<b>ئ</b>	78,540	₹.	80,111	₹	81,713
ĻĻ	٠	100,753	Α٠	102,768.45	ᡐ	104,823.82	٠. ج	106,920.29		11	43	80,000	Α.	81,600	4	83,232	43-	84,897
					THE PERSON NAMED IN COLUMN 2 I		to the state of th			12	\$	86,965	\$	88,704	↔	90,478	-γ-	92,288
									Sgt		٠. ج	93,557	\$ 95	\$ 95,428.07	43	97,336.63	↔	99,283.36
			***************************************						ä		\$ 1(	20,753	\$102	100,753 \$102,768.45	❖	104,823.82	S	106,920.29