

MEMORANDUM OF AGREEMENT

BETWEEN

**BOROUGH OF KINNELON
MORRIS COUNTY, NEW JERSEY**

AND

KINNELON PBA LOCAL #341
(Patrolman and Sergeants)

JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

Item 1: Management Rights

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
 - 1. To the executive management and administrative control of the Borough Government its properties and facilities and the activities of its employees;
 - 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 - 3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law

- B. The exercise of the foregoing powers, right, authority, duties, and responsibilities of the Borough, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States

- C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under Title 40 or 40A and/or any other national, state, county, or local laws or ordinances

Item 2: Wages and/or Compensation

- A. The annual wages and/or compensation paid to members of the Police Department employed by the Borough of Kinnelon on a full-time basis prior to January 1, 2020, shall be set forth below and which are hereby made a part of this Agreement.

	<u>Jan. 1, 2020</u>	<u>Jan. 1, 2021</u>	<u>Jan. 1, 2022</u>	<u>Jan. 1, 2023</u>
Probationary	\$51,630	\$52,792	\$54,111	\$55,464
2nd Year	\$59,188	\$60,520	\$62,033	\$63,584
3rd Year	\$67,286	\$68,800	\$70,520	\$72,283
4th Year	\$75,386	\$77,082	\$79,009	\$80,984
5th Year	\$85,481	\$87,405	\$89,590	\$91,829
6th Year	\$93,579	\$95,685	\$98,077	\$100,529
7th Year	\$101,678	\$103,966	\$106,565	\$109,229
8th Year	\$123,255	\$126,028	\$129,179	\$132,408
Sergeants:	\$133,739	\$136,748	\$140,167	\$143,671

B. The annual wages and/or compensation paid to members of the Police Department employed by the Borough of Kinnelon on a full-time basis on or after January 1, 2020 shall be set forth below and which are hereby made a part of this Agreement.

	<u>Jan. 1, 2020</u>	<u>Jan. 1, 2021</u>	<u>Jan. 1, 2022</u>	<u>Jan. 1, 2023</u>
Probationary	\$49,130	\$49,130	\$49,130	\$49,130
2nd Year	\$56,111	\$56,111	\$56,111	\$56,111
3rd Year	\$63,092	\$63,092	\$63,092	\$63,092
4th Year	\$70,072	\$70,072	\$70,072	\$70,072
5th Year	\$80,106	\$80,106	\$80,106	\$80,106
6th Year	\$87,087	\$87,087	\$87,087	\$87,087
7th Year	\$94,068	\$94,068	\$94,068	\$94,068
8th Year	\$101,049	\$101,049 ³	\$101,049	\$101,049
9th Year	\$106,726	\$106,726	\$106,726	\$106,726
10th Year	\$112,403	\$112,403	\$112,403	\$112,403
11th Year	\$118,079	\$118,079	\$118,079	\$118,079
12th Year	\$123,255	\$123,255	\$123,255	\$123,255
Sergeants:	\$133,739	\$133,739	\$133,739	\$133,739

C. Any police officer who resigns or retires in good standing shall be entitled to any retroactive salary increases later agreed to or awarded in event that the police officer retires or resigns prior to such agreement or award

D. Detective Differential is calculated as one half the difference between the Sergeants salary and the eighth (8th) year patrolmen's

salary. The differential is to be paid in equal payments on the first pay period in June and the first pay period in December.

Item 3: College Degree

College incentive has been deleted and added to base pay. Incentive cannot be renegotiated for future contracts

Item 4: Longevity

Longevity has been deleted and added to base pay. Incentive cannot be renegotiated for future contracts

Item 5: Overtime

- A. Work Week and Work Day. For the purpose of time-keeping and payroll calculations, the work week is Sunday through Saturday and the work day, except where otherwise specified, is the twenty-four (24) hour period commencing with the employee's normal starting time
- B. Overtime shall be paid to all police officers covered by this Agreement when he/she is required to work for more than one-half (1/2) hour after completion of his/her regular tour of duty, when he/she is required to work on a regularly scheduled day off, to appear in Superior, County, Municipal or other court, on official business during other than his/her regularly scheduled duty time, (Guarantee for court time: Municipal Court-1 hour, County and Superior Court-2 hours at overtime rate), when he/she is required to commence work prior to one-half (1/2) hour prior to commencement of his/her regular tour of duty. The Chief of Police shall determine circumstances resulting from shortages in personnel in the department caused by vacancies, sickness, injury, or taking of accrued vacation. Call in of officers for overtime shall be made by the Chief or his/her designee
- C. The following shall not constitute overtime for which overtime pay shall be paid: Preparation of regular tour of duty
- D. Overtime schedules shall be developed by the Chief of Police in a manner to provide for the most efficient operation of the department, and to distribute overtime as fairly as possible among personnel entitled to the same. The Chief of Police shall

develop an efficient system for court to provide for a scheduling of court time during regular tours of duty, and establish a system for accounting other than municipal court time

- E. All applicable overtime shall be computed at one and one-half (1-1/2) times the hourly rate and paid bi-weekly
- F. Regular police officers shall be afforded the opportunity for overtime work before special police officers are utilized

Item 6: Shift Commander Pay

- A. It is mutually agreed, that whenever the patrol Sergeant of any shift is absent for 2 full consecutive shifts for any reason, at any time, the senior patrol officer assigned to that shift will assume the responsibility of shift supervisor. The senior patrol officer in this situation will be compensated at the Sergeant's hourly rate beginning on the 3rd vacated shift and to include any additional days until the Sergeant's return.

Item 7: Holidays

- A. Employees who are required to work on a designated Borough holiday or only part thereof will be compensated at their regular rate of pay for all hours worked on said holiday. The employee shall receive compensatory time off for the actual number of hours worked on said holiday (subject to the requirements of the Fair Labor Standards Act and the regulations adopted thereunder), provided that said employee makes arrangements for another employee to cover his/her shift and furthermore subject to the approval of the Chief of Police
- B. Employees will no longer be eligible for Holiday Pay in excess of their regular rate of pay for all hours worked. The incentive is deleted and cannot be renegotiated for future contracts

B. The Designated Holidays are:

New Year's Day	Election Day
President's Day	Veterans Day
Good Friday (Half Day)	Christmas Eve (Half Day)
Memorial Day	Christmas Day
Fourth of July	Thanksgiving Day
Labor Day	Day after Thanksgiving
Columbus Day	

Item 8: Vacation

A. All employees covered under this Agreement shall receive vacation eligibility as follows:

After 6 months to 12 months:	40 Hours
From the 1 st day of the 13th month To 60 complete months:	80 Hours
From the 1 st day of the 61st month To 120 complete months:	120 Hours
From the 1 st day of the 121 st month To 240 complete months:	160 Hours
Upon the 1 st day of the 241 st month:	200 Hours

B. Vacations are to be in effect from January 1 to December 31 and are granted on a calendar year basis for employees who remain on the payroll continuously and without interruption for the requisite number of years

C. Vacations must be taken during the current calendar year at such time as permitted or directed by the Chief of Police, unless the Chief determines it may not be taken due to pressure of work, EXCEPT THAT, unused vacation time, to maximum of eighty (80) hours maybe be carried into the next calendar year or may, at the option of the employee, be turned in for payment at the end of the current year. In the event the employee desires to utilize the carry-over vacation days for an extended vacation beyond eighty (80) hours in duration, sixty (60) days prior notice to the Chief of Police shall be required, which may be waived by the Chief for sufficient cause. Commencing January 1, 2014,

those employees in the PTO Program will not be subject to the requirements within Item 7C regarding carrying unused vacation time from year to year. All employees are still entitled to turn in eighty (80) hours of unused vacation time for payment

- D. If an employee takes his/her vacation during a week in which a holiday occurs, the amount of his/her vacation pay shall be increased to the extent of eight (8) hours pay of his/her regular rate in order to compensate for the holiday pay to which he/she would have been entitled had he/she not been on Vacation. The employee shall be entitled to take in lieu of the vacation pay for the holiday (in lieu of said vacation compensatory time off equal to eight (8) hours for a holiday (subject to the requirements of the Fair Labor Standards Act and the regulations adopted thereunder), provided that said employee makes arrangements for another employee to cover his/her shift and furthermore subject to the approval of the Chief of Police

Item 9: Sick Leave

- A. After the first year of employment, all full-time employees shall be entitled to **one hundred twenty (120) Hours** of sick leave per year for each year of service. All employees covered under this Agreement will be entitled to sick leave with pay based on their aggregate years of service
- B. Payment of accumulated sick leave, upon retirement, shall be limited to those employees who are employed for twenty-three (23) years effective January 1, 2014 and have elected to decline the PTO Program as described in Item 8F
- C. Sick leave, or any accumulation thereof may be used for illness, included in the PTO Program, or utilized prior to the officer's retirement as detailed in the Paid Time Off (PTO) Program of this contract as described in Item 12. Any abuse of this benefit and/or excessive absenteeism will be considered cause for disciplinary action
- D. Commencing January 1, 1982, and after said full-time employee has accumulated the maximum 1160 Hours provided for in the immediately preceding subsection C of this item 8, each full-time employee may accumulate his/her entire unused sick leave in any calendar year commencing in 1982 in addition to the 1,160 Hours above mentioned, PROVIDED HOWEVER, that said employee

shall only be permitted to so accumulate if he/she has not used more than 40 Hours of sick time in that particular calendar year. For illustrative purposes, if on January 1, 1987 a full-time employee has previously accumulated 1,120 Hours of sick time and in calendar year 1987 takes 40 Hours of sick time, he/she shall be permitted to accumulate 80 Hours of sick time for a total on December 31, 1987 or 1,200 Hours of accumulated sick time. Had said employee taken 48 Hours of sick time in calendar year 1987, he/she would be permitted to accumulate only 40 Hours of the 72 Hours of unused 1987 sick time to bring him to the maximum 1,160 Hours of sick time on December 31, 1987. Said employee would be unable to accumulate beyond 1,160 Hours in 1987 since he/she had used in 1987 in excess of the 40 Hours of sick time limit

- E. Provided that the employee complies with the notice requirements set forth below, at the time of his/her retirement, each full-time employee, at said employee's option shall be entitled EITHER A) to receive from the Borough a lump sum payment equal to fifty percent (50%) of the total value of his/her accumulated unused sick leave, said value being calculated at the employee's regular rate of pay at the time of his/her retirement or B) to take compensatory time equal to fifty percent (50%) of the total value of his/her accumulated, unused sick leave; with each accumulated day of unused sick leave equal to eight (8) hours (subject to the requirements of the Fair Labor Standards Act and the regulations adopted thereunder). The employee shall be required to give to the Chief of Police and the Borough Clerk written notification of the option said employee has selected and the date of retirement not later than four months prior to the date of retirement unless the police officer is required to retire sooner due to medical reasons. Failure to give the four months' notice will result in the police officer losing the option and instead it will be the Borough's option to pay in a lump sum or as compensatory time. Payment of accumulated sick leave, upon retirement, shall be limited to those employees who are employed for twenty-three (23) years effective January 1, 2014 and have elected to decline the PTO Program

- F. In the event that records are unavailable to ascertain whether a particular full-time employee has reached the 1,160 Hours maximum of accumulated sick time, for each year that records are unavailable said employee shall be credited with the annual average number of sick hours accumulated by said employee for the period during which records are available

G. Injuries sustained in the line of duty will not be counted against sick time. In such circumstances, the Borough shall maintain the employee at full pay until such time as the employee returns to work or becomes eligible for and receives disability pension. Any insurance payments received by the employee during this period shall be remitted to the Borough or retained by the employee and the Borough shall make up the difference between such payment and full pay, at its election

H. **Reporting of Absence of Sick Leave**

1. If an employee is absent for reasons that entitle him/her to sick leave, the Chief of Police or his/her designee shall be notified prior to the employee's starting time
2. Failure to so notify the Chief of Police or his/her designee may be cause of denial of the use of sick leave for that absence
3. Five (5) consecutive absences constitutes a resignation

I. **Verification of sick leave**

1. An employee who shall be absent on sick leave for three (3) to five (5) consecutive working days shall be required to submit at the employer's option, acceptable medical evidence or a personal written note of the employee substantiating the illness; An employee absent on sick leave in excess of five consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. Notwithstanding anything to the contrary the Borough may require proof of illness of an employee on sick leave at any time an absence is in question
2. The Borough may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the Borough by a physician of the Borough's choice. Such examination shall establish whether the employee is capable of performing his/her normal duties

Item 10: Physical Examination

- A. Each employee shall undertake, at the employee's expense, a physical examination to be performed a

physician of the employee's choice.

- B. Each employee will be required to comply with any recommendations made by the examining physician and the failure of an employee to follow the recommendations of said physician shall be the equivalent to the failure to follow a direct order of a superior officer and the employee shall be subject to appropriate disciplinary action.
- C. Each employee shall sign an appropriate waiver and any other documentation necessary to direct the group of medical physicians to transmit a copy of a written medical report together with recommendations and supporting documentation and data to the Chief of Police.
- D. A physical examination shall be taken every other year unless otherwise directed by the Chief.

Item 11: Anniversary Date

- A. Step movement shall take place on the employee's anniversary date. All other contractual increases shall take place on January 1. Date of employment will be applicable for all other circumstances, e.g., vacation, retirement, longevity, etc.

Item 12: Clothing Allowance

- A. In addition to compensation and benefits listed heretofore, all employees covered under this Agreement will receive a sum of \$1100.00 per year for the purpose of replacing or repairing uniforms. Additionally, the clothing allowance can be utilized to acquire police-oriented equipment. Equipment includes, but not limited to, any item used during the discharge of the Officer's duties. Off duty equipment can be purchased if said gear has the ability and functionality to be used on duty. Items purchased will be commensurate with the individual's position and title.
- B. Accidental duty related damages to high replacement cost clothing items and mandatory equipment may be replaced by the Borough upon written request to the Public Safety

Committee, subject to their review and approval

- C. Any item purchased by the individual officer will be reimbursed at the officer's request and completion of the Borough voucher. The Purchase Order voucher system remains in effect and can still be utilized at the discretion of the Officer.

Item 13: Health Benefits

- A. The Borough shall continue to provide the current health insurance subject to contributions mandated by State law. As soon as administratively feasible, the Borough will replace the existing health insurance program with the State Health Benefits Plan to the employee and his/her family.
 - B. The Borough agrees that in the event the State Health Benefits Plan changes Direct 10 to provide a co-pay greater than \$10.00, the Borough shall reimburse the police officers enrolled in Direct 10 the difference between the new amount and \$10.00 within ten (10) business days or as soon as possible
 - C. As a condition of agreeing to the change in healthcare insurance carriers, the parties agree to a Health Care Reimbursement Fund. All Police Officers and their dependents shall be entitled to make a claim to the Reimbursement Fund administered by the Borough of Kinnelon. In making such claim, the affected individual shall provide documentation that the out-of-pocket costs under the Oxford Plans (See attached Appendix A) was less than the required out-of-pocket cost under the Borough provided health care plan. The Borough reserves the right to have their healthcare consultant evaluate the documentation provided by the employee. All submissions will be made to a third-party administrator of the Borough's selection. The Borough acknowledges that P.B.A. Local #341 also reserves the right to have any and all claims reviewed by a healthcare consultant for evaluation. Upon presentation of such proof, the Borough of Kinnelon agrees to reimburse the affected individual within ten (10) business days or as soon as possible
- 1. Such greater out-of-pocket costs include but are not limited to a lower benefit under the Borough provided health care plan than provided by the old Plan. An existing physician was an in-

network doctor under the old Plan and is now an out-of-network provider under the Borough provided health care plan and increased out-of-pocket costs due to changes in the classification of a particular prescription drug or the lack of coverage for such prescription drug

- D. The obligation of the Borough to provide the Health Care Reimbursement Fund shall be capped at \$25,000.00 per year plus unexpended balance from the previous year. In the event at the end of the calendar year, the Borough has not reimbursed police officers in an amount of \$25,000.00, the remaining amount shall be rolled over to the next year and added to a new \$25,000.00. Likewise, at the end of calendar 2020, any remaining balance shall be rolled over to the third year of this Agreement which shall be added to the new \$25,000.00 for calendar 2021. The total responsibility for the Borough cannot exceed \$100,000.00 for the period 2020 through 2023
1. In the event that a successor Agreement is not reached by December 31, 2023, this Health Care Reimbursement Fund shall continue in 2024 and each year thereafter, with the remainder unused balance being rolled over and added to a new \$25,000.00 for each additional calendar year
- E. The Borough reserves the right to change the insurance carrier so long as the benefits are equal to or better than the current benefits. For this purpose, the benefits shall be under the State Health Benefits Plan, including the \$25,000.00 Health Care Reimbursement Fund. The Borough agrees not to implement any change in the insurance carrier without first giving a 90-day notice to the P.B.A.
- F. All employees covered under this agreement who wear prescription eyeglasses will receive a sum of \$100.00 per year for calendar year for the purposes of acquiring, replacing or repairing eyeglasses.
- G. **Dental Plan**
1. Effective February 1, 2004, or as soon thereafter as practicable, bargaining unit members shall be eligible for dental insurance in the Delta Dental Premier Program, with a maximum of \$1,500.00 annually and a waiver of the deductible for preventive and diagnostic services. The Borough shall pay the full cost of the premium for employees. The Borough shall pay 75% of the cost of the premium for the spouse or other dependents of the employee, should the employee request said coverage; the employee shall pay

the remaining 25% of spouse/dependent coverage

Item 14: Paid Time Off (PTO) Program

- A. The Borough agrees to establish a paid time off (PTO) program. Notwithstanding any of the language in this contract, all employees shall be permitted to accumulate unused vacation, sick and personal hours in the PTO bank. All police officers (including those that waived health insurance) shall be permitted to sell back hours from their individual PTO bank. Each officer will only be allowed to sell back any hours exceeding 300 as of January 1st of the upcoming year in increments of not less than 1/2 (.5) hour.
1. Example: On December 14th, Officer A has 280 hours in his PTO Bank. Officer A will be receiving 304 hours as of January 1st. Officer A on December 14th is eligible to sell back 284 hours if needed for healthcare reimbursement
 2. Any Officer as of January 1st, who does not have the 300 hour minimum, will forfeit the ability to sell back hours for reimbursement for that calendar year.
- B. The procedure for the sell back of time shall begin with the Borough calculating the amount of the employee contribution for health insurance, and the individual's hourly rate for the following year. These calculations will be provided to police officers by November 1st of each year. A police officer may sell less than the number of hours but cannot sell more than the number of hours that would equal the amount of the employee contribution for health insurance. For those police officers who have waived health insurance, the Borough will assume that the police officer was enrolled in Direct 10 based upon their single, married or family status
1. By December 14th of each year, the police officer, in writing, shall advise the Borough of the number of hours that police officer wishes to sell. The Borough will then pay the police officer fifty (50%) percent of that amount in the first pay period in May, and fifty (50%) percent in the first pay period in December
 2. In the event that the Borough does not supply the information to the police officer by November 1, then the obligation of the police officer to advise as to how many hours the police officer wishes to sell will be due six (6) weeks after the Borough provides

the information

- C. In the event that no successor agreement has been reached as of December 31, 2023, this PTO Program shall continue. If subsequently the PBA and the Borough agree on a salary increase to be effective January 1, 2024 (and possibly for future years) then all police officers will be entitled to that retroactive increase being applied to the sale of time from their PTO bank
- D. When an employee in the PTO Program nears retirement, said employee must calculate their date of retirement for purposes of utilizing their PTO banked time. Employees engaged in the paid time off program understand their Vacation, Sick, and Personal time cannot be submitted for a lump sum payment. The Borough of Kinnelon has agreed to allow employees the ability to use their accrued time prior to the individual's retirement. Officers who do not utilize all of their banked time understand and acknowledge it will be forfeited unless the Borough refuses to allow the employee to use the banked time. All Officers in the PTO program are required to work seven (7) twelve (12) hour shifts (or equivalent) during the final month prior to retirement. Said Officer shall be paid an additional eighty hours of pay

Item 15: Legal Defense

The Borough shall provide legal defense to any police officer who is a defendant in any action arising out of or incidental to the performance of his/her duties in accordance with the provisions of N.J.S.A. 40A: 14-155,

Item 16: Probationary Period

All police officers shall complete a probationary period of one (1) year following their date of appointment. During the aforementioned probationary period, such police officer may be terminated without recourse and without cause

Item 17: Retirement

- A. The New Jersey Police and Fire Pension Plan shall apply to retirement benefits in accordance with the law
 - 1. In the event that an employee resigns in good standing but does not retire pursuant to the rules and

regulations of the Police and Fireman's Retirement Fund, the police officer shall be entitled to be paid for all unused vacation days, holidays and personal days and fifty percent (50%) of any unused sick time. Commencing January 1, 2014, employees with 23 years or more of service who are not in the PTO Program will adhere to the above language. Any employee in the PTO Program will follow the requirements as described in Item 12

Item 18: Off-Duty Police Services

- A. All requests for voluntary off-duty services by organizations, persons, or corporations shall be made to the Borough, and all payments for such services shall be made to the Borough. The rate of compensation for said services shall be the normal overtime rate for the officer working such details for request by all organizations, persons or corporations and non-profit organizations. In addition to the normal overtime set forth above, there shall also be paid an amount to cover Borough administration costs, including Borough contributions which amount shall be set by the governing body of the Borough, but in no event shall said amount be less than \$2.00 per hour. The Borough retains the right to waive the collection of these administrative costs

Item 19: Personal Days

- A. Each full-time employee covered under this agreement shall receive **twenty-four (24) Hours of personal time** per year. Personal time is non-cumulative and may be taken for any reason whatsoever, subject to the prior approval of the Chief of Police. Commencing January 1, 2014, employees with 23 years or more of service who are not in the PTO Program, will fall under the guidelines of the non-cumulative stipulation in this paragraph. For PTO Program personnel, hours are cumulative as described in Item 12

Item 20: Grievance Procedure

- A. For the purpose of this agreement, a grievance shall be defined as a claim by an employee based upon the interpretation, application, or violation of this Agreement to provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to

the interpretation or application of this agreement, the following procedures shall be followed:

Step 1: An officer with a grievance shall first present it in writing to the Chief of Police and thereafter discuss it with him either directly or through the Kinnelon P.B.A. Local #341 designated representative for resolving the matter informally. Said meeting shall not be public unless the parties so agree in writing. The Chief of Police shall render a final written decision within five (5) days of the date of the meeting

Step 2: If the aggrieved party is not satisfied with the disposition of the grievance at Step I - If no written decision has been rendered within five (5) days after the presentation of that grievance at Step 1, the matter may be referred by the Kinnelon P.B.A. Local #341, through its designated representative; to the Public Safety Committee. A meeting on the grievance shall be held between the Kinnelon P.B.A. Local #341 and the Public Safety Committee, at which [Hearing the parties may be represented. Said meeting shall not be in public unless the parties so agree in writing. The Public Safety Committee shall render a final written decision within seven (7) days of the date of the meeting

Step 3: If the aggrieved party is not satisfied with the disposition of the grievance at Step 2, or if no written decision has been rendered within seven (7) days after the presentation of that grievance at Step 2, the matter may be referred by the Kinnelon P.B.A. Local #341, through its designated representative, to the Governing Body. A meeting on the grievance shall be held between the Kinnelon P.B.A. Local #341 and the Governing Body, at which meeting the parties may be represented. Said meeting shall not be in public unless the parties so agree in writing. The Governing Body shall render a final written decision within seven (7) days of the date of the meeting

Step 4: If the officer remains aggrieved after the completion of the aforementioned procedures, the Kinnelon PBA. Local #341 may, within 30 clays of receipt of the written decision of the Governing Body, submit the grievance to arbitration. The arbitrator shall he secured by the parties under the rules of the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on the parties, with costs of the

arbitrator to be borne equally by the parties. All other expenses shall be borne by the parties themselves

If the appeal to arbitration is not taken within the aforementioned time period, the decision rendered in Step 3 will be deemed final and binding

- A. The time limit specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties
- B. A grievance must be presented at Step I within 15 days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not be thereafter considered a grievance under this Agreement
- C. Any employee may be represented at all stages of the Grievance Procedure by himself or, at his/her option, by a representative selected or approved by the Kinnelon P.B.A. Local #341. When an employee is not represented by the Kinnelon P.B.A. #341, the Kinnelon P.B.A. Local #341 shall have the right to be present and state its views at all stages of the Grievance Procedure.

Item 21: No Strike Pledge

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in 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/her 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 job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement

- B. In the event of a strike, slowdown, walkout, or other deliberate interference with normal work procedures, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees
- C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Borough
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough 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

Item 22: General and Miscellaneous

- A. The Borough shall maintain its insurance policy of false arrest insurance
- B. Any employees who are required to use their motor vehicles in the line of duty will be reimbursed at the prevailing rate established from time to time by the Borough, provided use of the vehicle was authorized by the Chief of Police
- C. Each employee shall be provided with a one-half (1/2) hour paid meal period during his/her regular eight (8) hour tour of duty, subject to emergencies
- D. Each full-time employee covered under this agreement shall have the right to join and support recognized and bona fide law enforcement organizations such as the Police Benevolent Association, and the Traffic Officers Association

Item 23: Savings Clause

- A. In the event of any Federal or State legislation, governmental regulation, or Court decision causing

invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect and the parties shall renegotiate concerning any such invalid provision

Item 24: Seniority

- A. For purposes of lay-off, recall from lay-off and vacation selection, seniority shall govern:
 - 1. First by Seniority in rank
 - 2. And then by Seniority in Department
- B. In the event of lay-off, strict seniority within the rank affected by the lay-off shall be followed. The least senior employee in the rank shall be permitted to bump into the next lower rank and lower salary, and said bumping process shall continue until the least senior employee of the department shall first be laid-off Recall from lay-off shall be in the inverse order of lay-off
- C. During lay-off of regular police officers, the Borough shall not hire additional employees without first recalling a laid-off officer back to work, nor shall any such work be contracted out. Nevertheless, the Borough shall be permitted to utilize a Special Police Officer provided that the regular police officer who would otherwise be utilized hereunder is given a first opportunity to render such services

Item 25: Bereavement

- A. In the event an employee sustains a death in his immediate family, he shall be provided with five working days leave from the date of death at no loss in pay. "Immediate family" shall be defined as parents, parents-in-law, spouse, children, brother, sister, or any member of the immediate household. The occurrence of a death for which bereavement time is granted herein during the employee's regularly scheduled vacation time shall not result in the loss of the benefit provided to the employee in this section
- B. In the event of the death of a relative not included above, the employee shall be given one (1) day off without loss in pay unless said employee is on vacation and does not return for the period of time from the date of death to the day of the funeral of said relative
- C. The Borough reserves the right to request a death certificate and proof of relationship

Item 26: Fully Bargained Provisions

This Agreement represents and incorporates 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

Item 27: Repeal

All ordinances, resolutions, agreements, rules and regulations and/or parts thereof inconsistent with this Agreement are hereby repealed upon execution of this document by the Governing Body and the members of the Kinnelon Police Department

Item 28: Rules and Regulations

Rules and Regulations as adopted on October 19, 1978, and as further amended from time to time, remain in force and effect except where inconsistent with the terms of this Agreement and shall be incorporated herein as part of this Agreement as if set forth at length.



Item 29: Convention Leave

Leave of absence with pay shall be given to duly authorized representatives of the PBA to attend any State or National Convention of that organization, provided, however, that no more than ten (10%) per cent of the bargaining unit shall be permitted such leave of absence with pay except no less than two (2) and no more than ten (10) authorized representatives shall be entitled to such leave. This paid leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention provided that such leave shall be for no more than seven (7) days. Certification of attendance at the convention shall, upon request, be submitted by the representatives so attending


Item 30: Term of Agreement

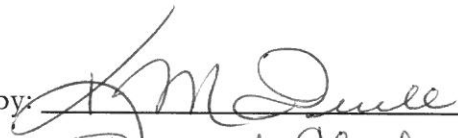
This Memorandum of Agreement, entered into on this day of **2020**, between the Kinnelon Borough Mayor and Council and the members of the Kinnelon P.B.A. Local #341, excluding all ranks above Sergeant, covers the period January 1, **2020** through December 31, **2023**, and until any revisions are mutually agreed upon

KINNELON P.B.A. LOCAL #341 BOROUGH OF
KINNELON MORRIS COUNTY, NEW JERSEY

By:  By:  #23 PBA Delegate
Dated: 02/14/20 Dated: 02/14/2020
By: _____ By: _____
Dated: _____ Dated: _____
By: _____ By: _____
Dated: _____ Dated: _____

BOROUGH OF KINNELON
MORRIS COUNTY, NEW JERSEY

By:  Dated: 2/14/20
Mayor James Freda

WITNESSED by: 
Borough Clerk
2-14-2020