

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

BOROUGH OF HIGHTSTOWN

-and-

FOP LODGE NO. 140 (RANK AND FILE)

JANUARY 1, 2019 through DECEMBER 31, 2021

ERIC M. BERNSTEIN & ASSOCIATES, LLC
34 MOUNTAIN BOULEVARD, BUILDING A
P.O. BOX 4922
WARREN, NEW JERSEY 07059-4922
(732) 805-3360
COUNSEL FOR BOROUGH OF HIGHTSTOWN

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PREAMBLE

This Agreement entered into this _____ of _____, 2020 by and between the BOROUGH OF HIGHTSTOWN, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as the “Borough”, and the Hightstown Police Officers, Fraternal Order of Police Lodge 140 – Fraternal Order of Police/New Jersey Labor Council Inc. (Rank and File), hereinafter referred to as the “Association.”

WITNESSETH:

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general Agreement covering wages, hours of work and other conditions of employment of uniformed and non-uniformed Police Officers (hereinafter referred to as “Officers” of the Department of Public Safety of the Borough of Hightstown) in the ranks of Police Officers and the assigned position of Detective.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Borough, as hereinafter defined, recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

- A. The Borough hereby recognizes the Association as the sole and exclusive representative of the following full-time uniformed and non-uniformed officers now employed or hereinafter employed by the Borough of Hightstown (hereinafter referred to as "Employees") serving in the position of Patrol Officers and the assigned position of Detective. The recognition is for the purpose of collective bargaining, grievance resolution and related matters.
- B. This Agreement shall govern all wages, hours and other conditions of employment hereinafter set forth.
- C. This Agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

- A. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor and the Council of the Borough or their designee(s) and the President of the Association or his/her designee(s) or a representative of the Fraternal Order of Police/New Jersey Labor Council (Labor Council) shall be the respective bargaining agents for the parties.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

- C. Employees of the Borough who may be designated by the Association to participate in collective bargaining meetings called for the purpose of negotiation of the collective bargaining agreement will be excused from their work assignments, provided, however, that no more than two (2) employees shall be excused for the bargaining session.
- D. The State Trustee or alternate shall attend all State FOP meetings, while on duty, without loss of pay. The FOP shall provide the names of the Trustee and alternate to the Borough and the Department annually in writing by January 15th and any change in such writing within ten (10) calendar days of such change. The Trustee or alternate will advise the Chief or designee in writing at least five (5) calendar days in advance of such meeting unless an emergency meeting is requested by the State President and the Chief is notified in writing immediately upon notification. The Borough will allow up to two (2) members of the bargaining unit to attend any and all State conventions while on duty and without loss of pay. The length of the convention shall be up to five (5) calendar days and the five (5) calendar days shall include all necessary travel time. The FOP will make any request for convention leave at least thirty (30) calendar days in advance in writing. Members on duty may attend lodge meetings, if the meetings are held in the Borough and they remain subject to their duty responsibilities. Members who are attending while on duty shall be subject to responding to any and all calls for service or other related matters.

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ARTICLE III

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Borough nor the Association shall discriminate against any employee on the basis of race, sex, creed, color or national origin.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The employees recognize that areas of responsibility must be reserved to the Borough to serve the public effectively. Therefore, the right to manage the affairs of the Borough and to direct the work forces and operations of the Borough, subject to the limitations of this Agreement, is vested and retained by the Borough, exclusively.
- B. The management and conduct of the business of the Borough and the direction of its work force are the rights of the Borough. The Borough shall have the right, subject to the terms herein contained, to hire employees, to classify, assign, transfer and promote them, to discipline or discharge them for cause and in general to maintain discipline, order and efficiency consistent with the rules and regulations of NJSA Title 40 and Title 40A Statutes. The Borough reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of the business, provided that the same are not inconsistent with the terms of this Agreement, and provided further

that such rules and regulations are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE V

ADMINISTRATIVE CODE, ADMINISTRATIVE MANUAL AND RULES AND REGULATIONS

Notwithstanding anything contained herein to the contrary, the employees hereby recognized and agree that the administrative code, administrative manual of the Borough and the rules and regulations of the Department of Police of the Department of Public Safety of the Borough continue in full force and effect with respect to the employees as they presently exist, including any amendments thereto, and are operative as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein in which the event of the provisions of this agreement shall prevail.

ARTICLE VI

STRIKES AND OTHER JOB ACTIONS

The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or take any other concerted action designed to illegally obstruct or disable the proper functions of the Borough, and employees agree to be bound by all such laws, as they now exist or as they may be modified or amended from time to time. Members of the bargaining unit who violate the provisions of this Article are subject to discipline, up to and including termination, based upon just cause.

ARTICLE VII

GRIEVANCE PROCEDURE

A. In the event that any dispute, difference or grievance shall arise between the Borough and any employee or between the Borough and the Association regarding the interpretation and application of this Agreement, or regarding conditions of employment (including, but not limited to, the disciplining or discharging of employees), the parties involved in such dispute, difference or grievance shall first make a bona fide attempt at a settlement thereof by discussing the issue with his/her immediate Supervisor. If the issue cannot be resolved at this level, the grievance can be forwarded through the following procedure:

Step 1. The President of the Association or his/her duly authorized and designated representative shall present the grievance, in writing, to the Chief of Police. The Chief shall answer the grievance within ten (10) calendar days.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance within ten (10) calendar days, in writing, to the Commissioner of Police. This presentation shall set forth the position of the Association, and at the request of either party, or the Commissioner, discussions may ensue. The Commissioner of Police shall answer the grievance, in writing, within ten (10) calendar days after receipt of the grievance setting forth the position of the Borough.

Step 3. If the grievance is not resolved at Step 2, or the Association has not received an answer to the grievance within the time set forth in Step 2, the grievance may be

presented, in writing, to the Mayor. The final decision of the Mayor shall be presented, in writing, to the Association within fourteen (14) calendar days.

Step 4. A. If the grievance is not resolved at Step 3, or the Association has not received an answer from the Borough within the time set forth in Step 3, the Association or the Borough may submit the grievance to arbitration to the Public Employment Relations Commission (PERC) within fifteen (15) calendar days of the receipt of the Step 3 decision or the date upon which the Step 3 decision should have been rendered, whichever is earlier.

B. The Borough or Association may submit to PERC for a panel of arbitrators. The parties will attempt to decide upon an arbitrator to hear the grievance. If the parties cannot mutually decide on an arbitrator within twenty (20) calendar days, one will be appointed by PERC according to its rules.

C. The decision of the arbitrator shall be binding subject to applicable law.

D. The cost of the arbitrator's services shall be shared equally by both parties and each party shall bear its own costs.

B. Any and all grievance actions must be filed within the appropriate contractual timelines or it will be determined as untimely. If the Borough does not answer the grievance in a timely manner, it will be deemed denied and the Association may proceed to the next grievance step.

ARTICLE VIII

OFF DUTY EMPLOYMENT RATES

Members of the Department will be eligible for an increase in extra duty pay, effective July 1, 2020 as follows:

- (1) Seventy-Five (\$75.00) Dollars per hour, with a minimum obligation of four (4) hours pay, for all non-Borough/Board of Education and related entities off-duty activities/events.
- (2) Seventy (\$70.00) Dollars per hour for all Borough and/or Board of Education activities/events and/or other related obligations, of which there shall be no minimum pay or time obligation.
- (3) One Hundred Five (\$105.00) Dollars per hour for every hour worked on an extra duty assignment, if said assignment lasts beyond eight (8) hours, except for Borough or Board of Education activities/events or other related obligations, for which the hourly rate shall remain at Seventy (\$70.00) Dollars per hour.
- (4) These rates shall remain in effect until, at very least, a new collective bargaining agreement is executed by both parties covering the period of January 1, 2022 and thereafter.
- (5) With the exception of Borough and Board of Education and related entities matters, if a job is cancelled with less than twelve (12) hours notice and the cancellation is not weather related, the applicable officers will receive Seventy-Five (\$75.00) Dollars per hour for four (4) hours.
- (6) All monies paid shall be less all applicable deductions.

ARTICLE IX

HOURS OF EMPLOYMENT AND SHIFT SCHEDULE

- A. Regular hours of employment shall not exceed eight (8) hours in a workday or twelve (12) hours if an officer is regularly assigned to a twelve (12) hour workday, in any twenty-four (24) hour period. For officers regularly assigned to twelve (12) hour shifts a work cycle is defined as a fourteen (14) consecutive day work period, during which the officer will regularly work not more than eighty-four (84) hours, consisting of seven (7) twelve (12) hour workdays. Officers regularly working an eight (8) hour day shall have a work week consisting of five (5) consecutive eight (8) hour workdays, Monday through Friday, in a seven (7) consecutive day week, for a forty (40) hour work week. All officers, regardless of shift schedules, shall have a regular work year of no more than two thousand eighty (2080) hours per calendar year, except for those officers working the Pitman schedule.
- B. Detectives and Administrative Officers work a regular forty (40) hour, seven (7) day work week, consisting of five (5) consecutive eight (8) hour days, Monday through Friday.
- C. In the event the Borough determines it is not satisfied, for any reason, with the Pitman schedule for patrol officers, the Borough will provide the FOP with a minimum of sixty (60) days written notice that the Borough desire to revert to the shift schedule of two (2) days on, two (2) days off, two (2) days on, three (3) days of using twelve (12) hour shifts as it existed for patrol officers prior to January 1, 2007. The Borough and the FOP will meet to negotiate concerning the Borough's desire to revert to the prior schedule. If the FOP and the Borough have not reached an agreement on a new work schedule by the end of the minimum sixty (60) day notices period, the Borough may revert to the two (2) days on, two (2) days off, two (2) days on, three (3) days off, twelve (12) hour work day

schedule. The prior schedule will be implemented using the same terms and working conditions as existed for that schedule prior to January 1, 2007. Should the schedule change, the additional fifteen (15) minutes of work time in each fourteen (14) day cycle shall be eliminated.

- D. Consistent with Section C above, it is understood that, absent an agreement between the FOP and the Borough to some alternative schedule, the only work schedules that can exist under this contract for officers regularly working twelve (12) hour shifts will be either the Pitman schedule or the work schedule in existence for patrol officers prior to January 1, 2007.
- E. Employees shall be given forty-eight (48) hours' notice of any change in the posted work schedule. If a change in the posted work schedule is within the forty-eight (48) hours' notice period, the employee will be entitled to three (3) hours overtime as compensation, except in case of a declared State of Emergency.
- F. The official of the Borough being in charge of the Department of Police may, in the case of an emergency as defined by the applicable statutes of the State of New Jersey, summon and keep on duty any and all members of the Department as such emergency shall desire. In such event, the official having said authority shall first make a formal declaration of the nature and extent of the emergency and all members of the Department thus summoned or kept on duty shall be entitled to receive overtime pay, in accordance with the overtime pay schedule set forth in Article X, Section S, for all time worked over the regular hours of work per work day as defined in Section A of this Article.

ARTICLE X

COMPENSATION AND OVERTIME

- A. Whenever an employee is required to work any period of time in excess of the regular hours worked as defined in Article IX, herein, this additional time shall be considered overtime. Thus, if any employee is required to work for more than eight (8) hours, or twelve (12) hours if regularly assigned to a twelve (12) hour work day, in any twenty-four (24) hour period, this additional time works shall be considered overtime regardless of the total number of hours worked during that week except if that time is fifteen (15) minutes in the aggregate over the fourteen (14) day work cycle, it should not be considered overtime for those on the Pitman schedule. Additionally, if any employee regular working an eight (8) hour shift schedule is required to work for more than forty (40) hours in any one (1) week, or if any officer regularly assigned to a twelve (12) hour work day works more than eight-four (84) and fifteen (15) minutes in a fourteen (14) day work cycle for those on the Pitman schedule, the additional time worked shall be considered overtime regardless of the total number of hours worked during that work week or work cycle.
- B. As of January 1, 2007, for the purposes of computing the employee's hourly rate, the Borough shall take the employee's Base "C" as set forth in Article XI and shall divide this salary by two thousand eighty (2080). This is the rate which shall be used for all salary computations which require the use of an hourly rate.
- C. The provisions of this Article are applicable for all overtime, regardless of the type or nature of work performed during the overtime.
- D. No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by his commanding officer, such order, authorization or approval

to be recorded and maintained with the records of the Department in a form to be determined by the Chief of Police and the Commissioner of Police and approved by the Borough.

- E. It is recognized that employees may be required to report in advance of the tour of starting time, for the purpose of muster at the commencement of a tour and to remain at the termination of a tour for the purpose of report making at the end of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for a fifteen (15) minute period at the termination of a tour.
- F. The Chief of Police may hold quarterly meetings of the Department at a convenient time. Said meetings will be scheduled to occur on a fixed day in each calendar quarter, or on at least ten (10) days' notice. Additionally, the Chief or Director of Police may hold two (2) more meetings of the Department per calendar year, to be scheduled on at least ten (10) days' notice. Attendance at these six (6) meeting per calendar year shall be required and no compensation will be paid for attendance at these six (6) meetings. If additional meetings of the Department are scheduled, normal overtime rules apply.
- G. 1. Any officer required to report for duty after completion of a regular shift or prior to the start of his/her regularly scheduled shift shall receive additional compensation for three hours minimum at time and one-half (1½) unless the period is contiguous to the employee's regularly scheduled shift, then he/she shall only be paid for the actual period worked with no minimum.

2. Normal and routine shift rotations and changes, and changes agreed upon between individual officers shall not entitle officers to such added compensation.

3. The Chief or designee reserves the right to have the employee work the full three (3) hours at minimum as referenced above, irrespective of the length of the period to be worked.

- H. Overtime earned by employees shall be credited as earned and be paid the pay date following the date earned.
- I. If an officer is on call at other than his/her normal shift, including but not limited to, court appearances and Borough events, he or she shall receive a minimum of two (2) hours pay at time and one half (1 ½). The Chief or designee reserves the right to have the employee with the full two (2) hours at minimum as referenced herein, irrespective of the length of the period to be worked.
- J. Any officer required to work any overtime shall have the option to accept said overtime as payment in his/her next pay period or as compensatory time at rate of one and one half (1 ½) their regular hourly rate.

ARTICLE XI

SALARY AND WAGES

- A. For the purposes of computing the employee's yearly salary, the Borough shall use the following formula:

Base "A" + Longevity = Base "B"

Base "B" divided by 2080 = Hourly rate for Holiday pay.

Holiday hourly rate x 104 holiday hours = Holiday Adjustment Value (HAV)

Base "B" + HAV + stipends = Base "C"

BASE "C" divided by 2080 = Current year's holiday pay rate.

Base "A" is set forth in Article XI, Section E
 Base "B" is only used to calculate holiday pay.
 Base "C" is the current year's salary.

- B. Two (2%) increase, retroactive to January 1, 2019, if the employee is on the active payroll of the Borough as of December 31, 2018.
- C. Two (2%) percent increase, retroactive January 1, 2020, if the employee is on the active payroll of the Borough as of December 31, 2019.
- D. Two (2%) percent increase, effective January 1, 2021.
- E. Base "A" salaries based on the above shall be as follows:

<u>Steps</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Academy/ Probation	\$45,000.00	\$45,000.00	\$45,000.00
1	\$52,020.00	\$53,060.00	\$54,121.00
2	\$58,140.00	\$59,303.00	\$60,489.00
3	\$64,260.00	\$65,545.00	\$66,856.00
4	\$70,890.00	\$72,308.00	\$73,754.00
5	\$77,520.00	\$79,070.00	\$80,651.00
6	\$83,640.00	\$85,313.00	\$87,019.00
7	\$89,760.00	\$91,555.00	\$93,386.00
8	\$93,298.00	\$95,164.00	\$97,067.00
9	\$97,067.00	\$99,008.00	\$100,988.00
10	\$100,989.00	\$103,009.00	\$105,069.00

- (1) For example, if a bargaining unit member is at Step 3 in 2019 and his/her anniversary date is June 1, then for calendar year 2020, on January 1, 2020, his/her pay will remain at \$64,260.00 until June 1, 2020, when he/she would go to Step 4 at \$72,308.00. The same situation would continue in 2021, his/her pay would remain at \$72,308.00 until June 1, 2021, when he/she would go to Step 5 at \$80,651.00. This would continue under a new CBA is reached and this issue is again addressed.
- (2) For example, if a bargaining unit member reaches Step 9 on October 1, 2019, he/she continue at the 2019 Step 9 pay of \$97,067.00 until October 1, 2020, at which time he/she would receive Step 10 pay at \$103,009.00. He/she would stay at \$103,009.00 until October 1, 2021, at which time he/she would make \$105,069.00 and stay that way until a new CBA is reached and this issue is again addressed.

- F. Officers assigned to head the Traffic Bureau and Detectives, who are on call 24/7, shall receive a stipend of Two Thousand (\$2,000.00) Dollars per year added to their pensionable base salary.
- G. All payments for College Credits/Incentive shall be removed from the Base "B" Salary and paid as one check at the end of the year.
- H. OIC Pay. Any officer designated as OIC by the Chief or Lieutenant for a shift shall receive Two Dollars Fifty Cents (\$2.50) per hour in addition to their normal rate of pay. This hourly rate shall not be included in the overtime calculation. A designation by the Chief or Lieutenant shall be included on each payroll sheet.

ARTICLE XII

LONGEVITY PAY

- A. Effective January 1, 2015, each employee covered by this Agreement shall, in addition to his/her regular wages and benefits, be paid longevity increments based upon years of service with the Department of Police in accordance with the following schedule. Any current employee receiving the five (5) year longevity payment of Eight Hundred Fifty (\$850) Dollars will continue through their tenth (10th) year:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY</u>
After ten (10) years of service	\$1,800.00
After fifteen (15) years of service	\$2,600.00
After twenty (20) years of service	\$3,500.00
After twenty-four (24) years of service	\$4,400.00

- B. Each employee shall qualify for the longevity increment, based upon their longevity date, within the month which his/her longevity date falls. Time spent on suspension without pay

status, upon a finding of guilty after final adjudication, or on leave without pay, except with regard to military service with the Armed Forces of the United States of American and scholarship leave, shall not be included in determining years of service. If, after adjudication, an employee is found not guilty on the charges specified against him/her, all time during such suspension shall be included in determining years of service.

- C. Any new Officers hired after March 20, 2015 will no longer receive longevity.

ARTICLE XIII

HOLIDAYS AND PERSONAL TIME

- A. The Association and Borough agree to recognize one hundred and four (104) hours of paid holiday time.
- B. It is recognized by both parties that by reason of Departmental business, employees of the Department are not able to be excused from working on holidays as are normally enjoyed by other Borough employees. Therefore, in lieu of receiving days off on holidays, each employee of the Department will receive one hundred and four (104) hours pay added into his/her regular salary, as set forth in the formula in Article XI.
- C. Any Detective working the Monday through Friday schedule shall be off on all Borough recognized Holidays. However, if a Detective is called in to duty from Monday through Friday on any holiday other than New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas, he/she shall not receive any additional compensation unless they work in excess of eight (8) hours when called into work. After they have completed eight (8) hours, all time after that will be at the overtime rate of time and one half (1 ½).

- D. Employees shall be entitled to twenty-four (24) hours off with pay annually for the purpose of conducting business of a personal nature. Such time off can be taken in minimum increments of four (4) hours. Employees shall notify the Borough or its designated representative in writing at least forty-eight (48) hours prior to the requested absence and such absence shall be subject to the Borough's approval, based upon manpower needs necessary to maintain shift strength in accordance with management requirements.
- E. If any of these holidays fall on Saturday, the officer shall receive the Friday immediately preceding the holiday off and the Monday immediately following if the holiday falls on a Sunday.

ARTICLE XIV

VACATIONS

- A. Vacations shall be determined as of the employee's anniversary. The increase in the number of vacation hours shall be prorated for the balance of the calendar year following the employee's anniversary date. For example, an employee who reaches his/her first (1st) anniversary date on July 1 will receive twenty-four (24) additional vacation hours (1/2 of 48 additional hours) for the period of July 1 to the end of the calendar year. The employee will receive the full amount of the increased vacation hours as of January 1 of the immediately following calendar year.
- B. All full time employees shall receive vacations based on the following schedule:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF VACATION HOURS</u>
Less than one (1) year	Forty-Eight (48) working hours due at end of the year
One (1) - Four (4) years	Ninety-Six (96) working hours
Five (5) – Ten (10) years	One Hundred Forty-Four (144) working hours
Eleven (11) – Sixteen (16) years	One Hundred Ninety-Two (192) working hours
Seventeen plus (17+) years	Two Hundred Sixteen (216) working hours

- C. The schedule of vacations shall be coordinated by the Chief of Police. Vacations shall be staggered so that efficient operation of the Police Department shall not be impaired.
- D. All employees covered under this contract may sell back a maximum of One Hundred Seventy-Five (175) hours of vacation per year and, with the approval of the Chief of Police or his/her designee, may carry over Sixty (60) hours of vacation into the succeeding year. Any vacation not carried over must be used in the next succeeding calendar year or it shall be forfeited.

ARTICLE XV

SICK LEAVE

- A. Employees and hereafter all persons becoming members of the Police Department shall accrue sick leave at the rate of ten (10) hours per month of service. Employees may sell back, per year, up to Seventy-Five (75) hours (which shall increase to One Hundred Twenty (120) hours effective calendar year 2020) of sick leave as long as the employee has a minimum sick leave bank of Three Hundred (300) sick leave hours accumulated after the sell back of the time occurs or the employee will be prohibited from selling back time in the following year. Sell back notification must occur in writing on or before November 30th of each year. Any time not utilized or sold back will be placed in the member's accrued sick leave bank. Employee shall be paid for those Seventy-Five (75) (One Hundred Twenty (120) hours starting calendar year 2020) after December 1 of that calendar year if he/she so chooses. The twenty-four (24) remaining hours shall be added to that employee's sick time bank.

- B. (1) Sick leave may be used by employees who are unable to work because of personal illness, accident or exposure to contagious disease. Upon returning to work after missing four (4) or more consecutive workdays due to illness, the employee shall be required to present a doctor's certificate to the Police Chief or designee indicating that the employee was absent during that period and is fit to return to duty.
- (2) Sick leave may also be used by an employee to care for an ill member of the employee's immediate family who resides in the employee's household. An employee using sick leave to care for an immediate family member shall be required to provide a doctor's certificate to the Police Chief or designee immediately upon returning to work after two (2) consecutive work days are missed which confirmed the need for care during that period.
- (3) An employee may use up to sixty (60) hours of their annual one hundred twenty (120) hours of sick leave allotted within a calendar year without being required to produce a doctor's certificate for sick leave taken for themselves or to care for an immediate family member, so long as that sick leave does not violate the provisions of §B(1) and §B(2) above. After an employee has used more than sixty (60) sick leave hours in a calendar year for any reason, the employee shall be required to provide a doctor's certificate for each and every use of sick leave during the remainder of that calendar year regardless of whether the sick leave is used for the employee's absence or the care of an immediate family member.
- (4) Any requirement to provide a doctor's certificate for sick leave taken prior to and/or after the use of vacation time, personal time, department mandated overtime, a

Borough authorized holiday, training assignment and/or shift switch shall be determined by Department policy.

- C. Upon resignation in good standing, any employee who has been a permanent employee for at least one (1) year, shall be entitled to pay for all accumulated unused sick leave of one hundred twelve (112) hours up to a maximum of Five Thousand (\$5,000.00) Dollars. The employee shall be paid at his regular pay rate for the year in which he resigned.
- D. Upon death, an employee who has been a permanent employee for at least one (1) year shall be entitled to pay for all accumulated unused sick leave up to a maximum of two hundred forty (240) hours. The employee shall have the right to designate, in writing, a beneficiary who shall receive pay for unused sick leave up to a maximum of two hundred forty (240) hours. In the event the employee fails to name a beneficiary or if the named beneficiary is deceased, the payment shall be made to the employee's estate.
- E. (1) Upon retirement with twenty-five (25) years of continuous pension service, each employee may sell back any accumulated sick time to the Borough up to a maximum of Fifteen Thousand (\$15,000) Dollars.

(2) The employee shall be paid at his/her regular pay for the year in which he/she retired. But, in any event, he/she shall not be entitled to any payment in excess of the maximum dollar amount of Fifteen Thousand (\$15,000) Dollars provided under the terms of this provision.

ARTICLE XVI

INJURY LEAVE

Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he/she shall be entitled to injury leave with full pay at the rate of pay in existence at the time of his/her injury, up to one (1) year commencing with the date of such injury, illness or disability, or until such time as he/she has been accepted for retirement by the Police and Fire Pension System. Any payments of temporary disability insurance by the Borough or its Worker's Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he/she shall be paid on the basis of his/her accumulated sick leave.

ARTICLE XVII

BEREAVEMENT LEAVE

- A. Employees shall be entitled up to three (3) days funeral leave with pay from the date of death to the day of burial in the event of the death of a spouse, parent, mother-in-law, father-in-law, child, brother or sister; or one (1) day with pay on the day of burial in the event of a death of an aunt, uncle, nephew, niece, grandparents or other in-laws. Such leave shall not be chargeable.
- B. Effective January 1, 2020, the death of any immediate family member, as defined herein, shall entitle the officer up to five (5) days funeral leave. Bargaining unit members may extend their immediate family bereavement leave beyond the five (5) days above through the voluntary use of vacation leave and/or personal leave and/or compensatory time. Said request must be in writing, setting forth exactly how many additional days are being

requested and how much of each leave type is being taken to accomplish same. The written request for an extension of leave must be submitted to the Chief or designee in advance of the time requested and shall not be taken unless written approval of such request has been given by the Chief or designee in advance of the requested leave period.

- C. No paid bereavement leave of any kind (immediate or non-immediate family) shall be given to a bargaining unit member while the bargaining unit member is on either workers' compensation leave and/or FMLA/FLA leave. No other paid leave time may be substituted for bereavement leave under the circumstances set forth above.

ARTICLE XVIII

HOSPITAL AND MEDICAL INSURANCE

- A. The Borough shall provide, for all employees and their families covered by this Agreement, health insurance through the New Jersey State Health Benefits Program (SHBP). In accordance with same, all employees shall be enrolled in the New Jersey State Health Benefits Program (SHBP) as soon as possible, but no later than January 1, 2011. Coverage will include prescription drugs. The cost of the monthly premium shall be paid by the Borough and in accordance with New Jersey Chapter 78, P.L. 2011. Co-pays/deductibles/benefit levels are at the sole discretion of the New Jersey State Health Benefits Commission.
- B. Dental coverage is not paid for by the Borough. The Borough maintains a dental plan with Delta Dental for non-police employees. Officers and their dependents may participate in that dental plan at their own expense and without expense to the Borough. No officer shall

be denied the ability to participate in the dental plan provided it does not increase the cost of the plan to the Borough.

- C. Each officer shall have a complete physical examination by the physician of his or her choice. The Borough shall pay up the co-pay cost of such examination. The officer shall cause the physician to have a general report of the examination forwarded to the Borough in which report the physician shall indicate in general terms the state of the officer's health and fitness to perform his or her duties. The Borough may, with reasonable cause, direct an officer to undertake more frequent physical examinations at its cost, and with its physicians.
- D. The Borough agrees to involve the FOP in any change or modification in health care benefits.
- E. Applicable retirees shall be covered by the provisions of Chapter 330.
- F. The provision of P.L. 2011, Chapter 78 as to health care premium contributions shall continue in effect for the duration of this Agreement for all current and future bargaining unit members.

ARTICLE XIX

DISABILITY AND INSURANCE PROGRAM

Employees shall be merged into the disability program previously established for other employees of the Borough of Hightstown.

ARTICLE XX

PROFESSIONAL LIABILITY INSURANCE

- A. The Borough agrees to obtain Professional Liability insurance to cover employees covered by this agreement. Coverage will be provided in the amount of \$250,000.00 per occurrence, but in no event more than \$500,000.00 annual aggregate coverage.
- B. The policy will pay on behalf of the police all sums, within the aforesaid limits, which said policeman shall become obligated to pay as damages because of (a) Personal Injury and (b) Bodily Injury, and the insurance carrier shall have the duty to defend any suit against a policeman seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent. Coverage will not apply to an injury sustained by any paid full or part time law enforcement officers; nor to willful violation of a penal statute or ordinance, or acts of fraud or dishonesty; nor to liability assumed by contract, nor to damage to property.
- C. The definition of personal injury is false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, libel, slander, defamation of character, violation of property rights, and assault (if committed while making or attempting to make an arrest or while resisting an overt attempt to escape before such person has been before a magistrate).

ARTICLE XXI

PENSIONS

The Borough and bargaining unit members shall be responsible for complying with existing State law as to pensions. Pension contributions will be deducted based upon each employee's Base C salary, or for detectives' Base C plus detective's stipend. Such salary shall

include pay scale salary, holiday pay, longevity pay, as well as any and all stipends as prescribed under New Jersey State Statutes.

ARTICLE XXII

UNIFORM ALLOWANCE

- A. Each employee covered by this Agreement shall receive an annual clothing and clothing maintenance allowance in the amount of Eight Hundred and Fifty Dollars (\$850.00), less all applicable deductions, except for the detectives who shall receive Nine Hundred and Fifty Dollars (\$950.00), less all applicable deductions, every year. Payment of the clothing allowance is to be controlled by the Chief of Police or his duly designated representative. In the event of a major change of primary duty uniform, the initial cost of such additional clothing items shall be paid for by the Borough.
- B. The clothing allowance shall be used only for the purchase, repair, maintenance and cleaning of regulation uniform items, which employees are required to wear while on duty.
- C. If an employee's uniform or one (1) set of civilian clothes and/or prescription eyeglasses is torn or damaged beyond repair while the employee is in the course of performing his or her duties, it will be replaced at Borough expense, so long as the torn or damaged item beyond repair is turned into the Chief or designee before replacement and further subject to §G(1) below.
- D. Clothing allowance may be used for purchasing, cleaning, repairing and maintaining uniforms. Upon submission of receipts the employee will be reimbursed.

- E. The detective shall be allowed to use his or her clothing allowance to purchase only those types of civilian clothes which are suitable for wearing while on duty in place of his regulation uniform (e.g. sport jacket and slacks, suit, dress shoes, dress shirt and tie). Upon submission of receipts, the employee will be reimbursed.
- F. The Borough shall be responsible for providing, paying for and repairing and/or replacing body armor, as needed. Employees shall utilize body armor as part of their uniform.
- G. Leather gear and associated equipment shall be provided by the Borough as needed and shall not be charged to the employee's clothing allowance.
- H. The employee shall submit the item needing replacement for inspection by the supervisor in charge of uniforms and equipment. Said supervisor shall determine if replacement is necessary.

ARTICLE XXIII

USE OF PERSONAL VEHICLE

Employees shall receive whatever the current IRS mileage allowance is when they have to use their personal vehicles for actual duty, as assigned and approved by the Police Chief. Excluded from reimbursement is mileage used in connection with the basic police training program.

ARTICLE XXIV

CONDUCTING UNION BUSINESS ON BOROUGH'S TIME

- A. The Borough shall permit members of the Association's Grievance Committee (not to exceed three [3]) to conduct the business of the Committee, which consists of conferring with employees and representatives of the Borough on specific grievances in accordance

with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of the said business shall not diminish the effectiveness of the Department of Police or require the recall of off-duty policemen to bring the Department of Police to its proper effectiveness.

- B. The Borough shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such Committee shall be permitted to attend such meetings without loss of pay for any period in excess of three (3) meetings on any renegotiation of this contract or any modifications or renewals thereof.
- C. The Borough agrees to grant the necessary time off without loss of pay to the maximum of two (2) members of the Association selected as delegates to attend any State or National Conventions of the New Jersey Fraternal Order of Police. If the number of officers in the Department increases, the number of officers entitled to time off without loss of pay shall be as set forth in New Jersey statutes, including but not limited to N.J.S.A. 40A:14-177.

ARTICLE XXV

POLICE OFFICERS' BILL OF RIGHTS

- A. All employees covered under this Agreement shall be entitled to the protection of this Article. The wide-ranging powers and duties given to the Department and employees on and off duty involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the actions of members. These questions often require investigation by Superior Officers and an Internal Affairs Division or both. In an effort to ensure that these investigations are conducted in a manner which is

conducive to good order and discipline, the following guidelines are promulgated. In the event of any conflict between the policies and procedures specified herein and any applicable New Jersey statutory provision, such statutory provisions shall control.

B. Prior to being interviewed regarding an investigation on criminal charges or citizen complaint which could lead to a suspension, demotion, dismissal or criminal charges, an employee shall:

1. Be informed of the nature of the investigation and whether he or she is a suspect, if and when known; informed of other information necessary to reasonably apprise him or her of the nature of the allegations of the Complaint.
2. Be afforded an opportunity and facilities to contact and consult privately with an attorney of his or her choosing or a representative of the Association or both.
3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation, or when criminal culpability is not at issue, advance notice shall be given to the officer not less than twelve (12) hours before the initial interview commences or subsequent written reports are required from the officer. Whenever an employee is under investigation or subjected to interrogation by the Borough for criminal charges or citizen complaints, which could possibly lead to a suspension, demotion, dismissal or criminal charges, such investigations or interrogatories shall be conducted under the following conditions:
 - a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.

- b. The investigation and interview shall take place at the Hightstown Borough Police Headquarters, or elsewhere if mutually agreed, unless the situation necessitates otherwise.
 - c. The employee under investigation shall be informed, as soon as reasonably feasible, of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the investigation. All questions directed to the employee shall be asked by and through only such interrogators as are reasonably necessary under the situation and only one (1) interrogator at a time.
4. No punitive action nor formal hearing shall be had of any civilian complaint against an employee unless and until the complainant has been duly sworn as to the complaint, in writing, before an official authorized to administer oaths and to take such a statement and complaint.
5. The employee under this investigation shall be informed of the nature of the investigation and he or she shall be informed of the names of all complainants unless such disclosure would jeopardize this investigation.
6. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rests periods as are reasonably necessary.
7. The officer, at his request, may have an Association Representative appointed by the FOP Executive Committee present to witness the interview or interrogation provided the representative does not participate in the interview. The investigating officer or officers shall be required to advise the officer being investigated of this particular right.
8. The employee under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal or disciplinary action.

9. Any interrogation of an employee conducted at the police station, or if not at the police station, wherever feasible, shall be recorded and there shall be no unrecorded questions or statements and the officer shall be afforded a copy upon his or her request and at his or her own expense.
 10. If the employee under interrogation is under arrest, or if there is any possibility the employee is to be placed under arrest as a result of the interrogation, he or she shall be completely informed of his or her rights prior to the commencement to the interrogations.
 11. At the request of the employee under interrogation, he or she shall immediately have the right to be represented by counsel who shall be present at all times during such interrogation.
 12. The interrogation or interview shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.
 13. No officer shall be required to take any lie detector or other truth detecting test as a condition of the investigation interview, interrogation or of continued employment.
- C. 1. The officer, upon request, will be furnished with a copy of the report of the superior officer or of the Internal Investigation which will contain all material facts and accusations of the matter, subject to law and regulations of the State of New Jersey and the New Jersey State Attorney General internal affairs policies.
2. The officer will be furnished with the names of all witnesses and complainants who may appear against him/her or whose statements may be used against him/her.
- D. 1. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and disciplinary order may be placed in the officer's

Personnel File, subject to law regulations of the State and the NJ State Attorney General internal affairs policies.

2. No demotion, suspension or other monetary punitive measure, excluding dismissal, shall be taken against an officer unless taken in conformity with applicable New Jersey Statutory provisions.

3. All regulations and laws of the State of New Jersey shall be adhered to.

E. The Borough shall be governed by the New Jersey State Attorney General's internal affairs policies.

ARTICLE XXVI

APPLICABLE LAWS

The provisions of this Agreement shall be subjected to and shall not annul or modify existing applicable provisions of Federal, State and local laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

ARTICLE XXVII

REIMBURSEMENT FOR TUITION AND BOOKS

The parties agree that police officers employed under the terms of the collective bargaining agreement, who have successfully completed the probationary period, shall be entitled to reimbursement for tuition and books for work-related college courses at a recognized New Jersey college or university, up to a maximum of Three Hundred and Fifty (\$350.00) Dollars per semester, and with a calendar year cap of Seven Hundred (\$700.00) Dollars.

To qualify for reimbursement, the officer must:

1. Prior to registering for the course, receive written approval from the Police Chief that the course is work related and eligible for reimbursement; and,
2. Receive a grade of B or better for the course.
3. The current practice of including payment for college degrees into the base salary shall cease. Payment for college degrees will be paid in one (1) lump sum on the first (1st) pay in December of each year of this contract as follows:

Associate's Degree	\$150.00
Bachelor's Degree	\$250.00
Master's Degree	\$350.00
Doctorate	\$450.00

ARTICLE XXVIII

DURATION OF AGREEMENT AND RENEGOTIATIONS

This Agreement shall be effective from the 1st day of January 2019 and shall continue in full force and effect until December 31, 2021 and shall be deemed a continuing agreement, automatically renewing itself from year to year thereafter except that either party shall have the right to renegotiation by written notice to the other outlining the specific areas and items of renegotiation at least ninety (90) days prior to the end of the term hereof or any renewal term. The parties agree that they will enter into negotiations on such requested modifications within fifteen (15) days after the receipt by either party of such proposals by the other party and will continue such negotiations in good faith until a renewal of the within agreement, together with all agreed upon modifications, have been arrived at by agreement.

IN WITNESS WHEREOF, the Borough of Hightstown has caused its corporate seal to be affixed hereto and attested by its Borough Clerk and these presents to be signed by its Mayor, and

IN WITNESS WHEREOF, the Borough of Hightstown has caused its corporate seal to be affixed hereto and attested by its Borough Clerk and these presents to be signed by its Mayor, and the Association has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be affixed the day and year first above written.

BOROUGH OF HIGHTSTOWN

ATTEST: Debra L. Sopronyi
Debra L. Sopronyi, Borough Clerk

Lawrence Quattrone
Lawrence Quattrone, Mayor

DATE: 6/10/2020

HIGHTSTOWN OFFICERS FOP LODGE
NO. 140 (RANK AND FILE)

ATTEST: Debra L. Sopronyi

Jerry Mecca, LODGE 140 VP
Vincent O'Neill, Lodge 140 Delegate
V. O'Neill

DATE: 6/10/2020