

AGREEMENT
BETWEEN
THE BOROUGH OF ROSELLE
AND
ROSELLE POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL NO. 99

JANUARY 1, 2019 THROUGH DECEMBER 31, 2022

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ARTICLE 1
RECOGNITION

A. The Borough hereby recognizes the PBA as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., for collective negotiations concerning terms and conditions of employment for all police officers employed by the Borough, excluding the Chief of Police, Police Captains, Police Lieutenants, and Police Sergeants, as well as all other employees of the Borough of Roselle.

B. Unless otherwise indicated, the terms "Officer", "employee", or "employees", whenever used in this Agreement, refer to all persons represented by the PBA in the above defined bargaining unit.

ARTICLE 2
MANAGEMENT RIGHTS

Except as modified by this Agreement, the Borough expressly reserves and retains all of the statutory, common law and administrative rights to the management and operation of the Roselle Police Department that it possessed prior to the effective date of the Agreement. Nothing herein contained shall affect the statutory and common law rights of the members of the Roselle Police Department.

ARTICLE 3
COMPENSATION

A. **BASE SALARIES**

(All set forth in Appendix A)

1. Base salaries for all officers hired on or after January 1, 2000 are set forth in Appendix A1. The following definitions apply to Appendix A1:

a. "Probation" is defined as "an Officer's date of hire to three (3) months following successful completion of accredited schooling."

b. "Fifth Grade" is defined as "commencing on an Officer's first year of employment after completion of the probationary period."

c. "Fourth Grade" is defined as "commencing on an Officer's second year of employment after completion of the probationary period,"

d. "Third Grade" is defined as "commencing on an Officer's third year of employment after completion of the probationary period."

e. "Second Grade" is defined as "commencing on an Officer's fourth year of employment after completion of the probationary period."

f. "First Grade" is defined as "commencing on an Officer's fifth year of employment after completion of the probationary period."

2. Base salaries for all officers hired on or after January 1, 2000 but before January 1, 2004, are set forth in Appendix A2. The following definitions apply to Appendix A2.

a. "Fourth Grade" begins 2nd year from date of employment.

b. "Third Grade" begins 3rd year from date of employment.

c. "Second Grade" begins 4th year from date of employment.

d. "First Grade" begins 5th year from date of employment.

3. Base salaries for all officers hired on or after January 1, 2004, are set forth in Appendix A3. The following definitions apply to Appendix A3.

a. "Sixth Grade" begins 2nd year from date of employment.

b. "Fifth Grade" begins 3rd year from date of employment.

c. "Fourth Grade" begins 4th year from date of employment.

d. "Third Grade" begins 5th year from date of employment.

e. "Second Grade" begins 6th year from date of employment

f. "First Grade" begins 7th year from date of employment.

B. WAGE INCREASES

- | | | |
|----|--------|------|
| 1. | 1/1/19 | 2.0% |
| 2. | 1/1/20 | 2.0% |
| 3. | 1/1/21 | 2.0% |
| 4. | 1/1/22 | 2.0% |

C. DETECTIVE STIPEND

Officers assigned to the Detective Bureau shall be compensated with a \$2,150 stipend added to their base salary.

D. INFORMATION TECHNOLOGY STIPEND

Officers assigned to serve as informational technology specialists shall receive \$2,150.00 added to their base salary.

E. PAYMENT

All Officers covered by this Agreement, shall be paid on a regular and scheduled basis. The annual salary of an officer will be divided by the number of pay dates in a year and shall be based on annual work hours of 1950. Authorized overtime compensation will be paid at the first opportunity after the overtime has been reported, i.e., all overtime reported in a pay cycle will be included in the paycheck for that cycle.

1. Officers are paid bi-weekly and pay day is on Friday.
2. No retro pays or special pays, i.e. sick incentive, etc., shall be provided during a week in which the scheduled payday fall on a holiday, during a pay period that is a "free pay" or during a pay cycle in which the payday falls within the first week of January or July.

3. The Borough shall provide to the PBA a schedule of all salary adjustments resulting from negotiated increases, step adjustments or longevity changes prior to December 20th of the same year.

F. OVERTIME

1. Overtime Salary — All Officers covered by this Agreement, shall be compensated for all overtime worked, at time and one-half (1 ½) their regular hourly rate of pay. For compensation in accordance with this paragraph, said hourly rate shall be based on a thirty-seven and one-half (37 ½) hour work week. Overtime shall be defined as any work in excess of or in addition to a police officer's regularly assigned shift.

2. Compensatory Time - Officers shall be allowed to take compensatory time off in lieu of pay for overtime worked. Compensatory time shall be at 1 ½ time for the time worked. The Department may not force an Officer to accept compensatory time instead of pay and overtime shall not be distributed based on an Officer's decision to take compensatory time. Use of compensatory time shall be subject to the approval of the Chief or his designee and pursuant to the Fair Labor Standards Act and law.

Each officer shall have the option to cash-in accrued compensatory time one time per year (during the first week of June) to a maximum of 100 hours per year. To be eligible, the officer shall provide the Borough with 60 days' notice of his/her intent to cash-in compensatory time. The maximum allowed in accumulated compensatory time shall be 220 hours. Once the 220 hours is reached all other work time shall be paid as overtime. Upon promotion to any higher rank, all accumulated time earned prior to the promotion shall be paid to the promoted employee at the employee's former rate of pay. Once promoted, the employee can again begin to accumulate compensatory time.

3. Call-In/Minimum Payment

a. In the event that any officer is called in for duty during his/her off-duty time, he/she shall be compensated for a minimum of three (3) hours work, or for all time worked, at time and one-half (1 ½) their regular hourly rate of pay, whichever is greater.

b. In the event that any off-duty Officer is required as a result of the performance of his duty, to appear in any court, Grand Jury, or any administrative hearing (including attendance as a witness at disciplinary hearings), the police officer shall receive time and one-half (1 ½) their regular hourly rate of pay, with a three (3) hour minimum of time or payment, except that any Officer who is brought up on disciplinary charges shall not be paid for such time spent at his/her disciplinary hearing unless the Officer is found not guilty. Once an Officer's case or testimony is disposed of for the day, he shall be entitled to go off-duty unless his regular shift has commenced, except that an Officer may be retained as the court officer by the Chief or his designee. The court officer assignment shall be offered in seniority order, until reaching the Officer with the lowest seniority. Except in emergency circumstances, Officers who have court duty shall not be required to perform non-court duties.

4. Traffic Safety Officer: The Traffic Safety Officer shall receive three (3) hours of compensatory time for each on-call assignment.

G. LONGEVITY

1. a. All employees hired prior to January 1, 2010 shall be paid as hereinafter fixed and determined, longevity pay based upon length of service from date of hire of such employees according to the following schedule:

- i. First day of the 6th year of service through 10th year of service 2%
 - ii. First day of the 11th year through 15th year of service 4%
 - iii. First day of the 16th year through 20th year of service 6%
 - iv. First day of the 21st year through 24th year of service 8%
 - v. First day of the 25th year and over 10%
- b. All officers hired on or after 7/1/10 will be on the following longevity scale:
- i. First day of the 6th year of service through 10 years of service 1.0%
 - ii. First day of the 11th year through 15 years of service 2.0%
 - iii. First day of the 16th year through 20 years of service 3.0%
 - iv. First day of the 21st year through 24 years of service 4.0%
 - v. Beginning of the 25th year and thereafter 5.0%
- c. All officer hired on or after 1/1/15 will be on the following longevity scale:
- i. Completion of 10 years \$ 750 to base pay
 - ii. Completion of 15 years \$1250 to base pay
 - iii. Completion of 20 years \$1750 to base pay
- d. All officers hired on or after July 1, 2019 shall not be entitled to longevity.

2. Longevity shall be based upon the annual base salary of each employee including detective allowances, exclusive of any hospital and medical insurance contributions.

3. A year of service shall be any year in which the employee has worked or been paid for an average of at least thirty-seven and one-half (37 ½) hours per week.

4. In calculating longevity, the base salary in effect on the anniversary date of full time employment with the Borough shall be used for such purpose. The dates of calculation, however, shall be January 1st and July 1st, with all anniversaries falling between January 1st and

June 30th, becoming effective January 1st, and all anniversaries falling between July 1st and December 31st, becoming effective July 1st.

5. All Officers hired on or prior to May 22, 2001 who have prior law enforcement experience and were PTC and/or Academy Certified prior to becoming employed as a police officer with the Borough of Roselle, shall receive credit for their prior service when calculating years of service for longevity.

6. Longevity shall be paid in equal installments with the regular payroll cycle. Longevity shall be included in pension, hourly rate, overtime rate, and holiday pay.

H. HOLIDAY PAY

1. Each Officer shall be paid at his regular hourly rate of pay for fourteen (14) holidays. All holidays are to be included in base salary after adding each years' salary increases. Holidays shall be included in pension, but not overtime rate. Holiday pay shall be paid equally in each paycheck.

2. Regardless of the schedule worked as provided herein, holiday pay shall be calculated upon a thirty-seven and one-half (37 ½) hour work week. (Pay for 10% hrs. per each holiday = 150.5 total hrs.)

ARTICLE 4 WORK SCHEDULE

A. FOUR AND FOUR SCHEDULE

1. SHIFT

a. Each Officer assigned to the Patrol Bureau shall work a "work day" or "shift" consisting of ten and three quarter (10 ¾) hours. However, fifteen (15) minutes of each work day shall not be worked at that time but shall be credited to an accumulative

annual training time bank. Said bank time shall be administered in accordance with Section F of this Article.

b. Shift selection shall be done based on seniority and assignment. Officers shall select shifts in order of most senior to least senior in a given assignment. This pertains only to shift, not platoon. Shift selection shall only pertain to Officers who have successfully completed field training. Officers undergoing field training shall be assigned by the Chief based on training needs.

2. TOUR OF DUTY — Officers assigned to the Patrol Bureau shall work four (4) consecutive days on duty followed by four (4) consecutive days off duty.

3. Officers shall be permitted, with the prior written approval of the Chief of Police or his designee, to voluntarily switch shift time slots during the calendar year with another Officer of the Department within the same division and of the same rank. Said switch may be temporary or permanent, depending upon the agreement made between the involved Officers.

4. The Chief may change any employee's shift only for reasons stated below and only in accordance with the following procedure:

a. Except in a bona fide police emergency, an employee must be provided at least eight (8) days' notice of an impending shift change.

b. The employee must be provided with the reason(s) for said change. Once the reason for the change has been satisfied, the employee must be returned to the original shift, if the employee so desires.

c. Changes made in accordance with subsection a and b, above, must be in complete tour blocks of four (4) days. Employees must work four (4) consecutive days of the same shift.

d. Reasons for an administrative shift change may be due to long term absenteeism and manpower needs on another shift, schooling as may be provided by an agency outside of the Roselle Police Department, bona fide public safety needs (which must be listed and must be concrete), a specifically needed skill for a specific task (until such time as the task is completed), or for disciplinary reasons as provided for herein after.

e. Shift changes made for disciplinary reasons must follow written charges as with all other disciplinary actions, and must be followed with a hearing in accordance with the contract and N.J.S.A. 40A:14-147, and can be issued only in situations that relate to the Officer's shift as a reason for the initial disciplinary problem.

f. If the Chief has a need to make a shift change for manpower needs as specified above, he shall ask the senior most officer if he/she is desirous of a shift change, and so on down the seniority list, in an effort to secure a volunteer. Absent a volunteer, the Chief shall switch the most junior available officer into the needed time slot. The Chief may modify the prior platoon schedule to accommodate transition so long as the number of days worked does not exceed the number of days off. For example, if the prior platoon schedule runs from December 28 through December 31 and the new schedule commences January 1 through January 4, the Chief may modify the prior schedule to require the off days to be December 30 through January 2. The Officer will then be required to work January 3 and January 4 on his new platoon. If the change necessitates that more than four (4) days off are given, the excessive time off shall not be "owed".

g. Platoon changes made for disciplinary reasons must follow written charges as with all other discipline, and a hearing must follow in accordance with the contract and

N.J.S.A. 40A: 14-147, and can only be issued in situations that relate to the Officer's platoon as a reason for the initial disciplinary problem.

B. FOUR AND THREE SCHEDULE

1. **TOUR OF DUTY** — Officers assigned to the Detective Bureau, Juvenile Bureau, Community Policing School Resource, Traffic/Safety Bureau and the Narcotics Bureau shall work four (4) consecutive days on duty followed by three (3) consecutive days off duty.

2. **SHIFT** — Each work day/shift shall consist of nine hours and twenty-six minutes (9 hrs. 26 min.). However, fifteen (15) minutes of each work day shall not be worked at that time but shall be credited to an accumulative annual training time bank. Said bank time shall be administered in accordance with the hereafter contained Section F of this Article.

C. MEAL BREAK

Each work day/shift shall include a one-half (1/2) hour lunch break. Each holiday shall include a one (1) hour lunch break, except in emergency situations.

D. SCHEDULE CHANGES

Any officer granted a day off due to a short swing resulting from a change in the schedule shall be granted that day off without loss of pay. Further, no Officer shall be required to work two shifts in the same day. Each unit Officer will have at least eight (8) hours off between shifts. With the exception of training or schooling provided outside the Roselle Police Department or special assignments to outside agencies, there shall be no employee working an eight (8) hour schedule.

E. LATENESS

Each officer who reports for duty past the designated commencement time shall be penalized by the loss of appropriate pay or compensatory time at the rate of two (2) minutes for each minute beyond the designated commencement time. Notwithstanding the foregoing, with the

agreement of an officer held beyond his/her normal shift (said agreement not to exceed two (2) hours), while awaiting the arrival of said tardy officer, no compensation shall be granted to the held over Officer and no penalty, whatsoever, shall be imposed upon the tardy officer except as a disciplinary penalty from formal charges. This provision shall not limit the Chiefs right to impose discipline.

F. TRAINING BANK

The Training Bank shall operate as follows:

1. A maximum cumulative total of forty (40) hours of "schedule generated" time accrual shall be generated per year. Any training beyond said forty (40) hours shall be compensated in accordance with the overtime provisions contained herein.

2. Said time shall be solely and exclusively used for the following reasons alone:

- a. Fire Arms Qualification
- b. Schooling
- c. In-Service Training

3. Said time bank shall automatically "Zero Out" as of December 31st of each calendar year whether or not management has afforded the opportunity to each Officer to utilize said hours.

a. Any officer who fails to attend any assigned training program without just cause may be subject to disciplinary action and any unused portion of those assigned hours will be required to be made up with comparable training without impacting or reducing any future years' training bank.

b. If an officer is unable to attend a scheduled training session, he shall notify the Training officer or officer in charge as soon as possible. The oral notice shall be followed by a TF-1 form by the officer on his next scheduled shift.

4. The training bank shall not under any circumstances, be utilized to: augment work duties; deny or restrict work necessitated overtime, court or related appearances as mentioned herein above; secure an officer's appearance at any other special duties, inspections, assemblies, or parades; or for any other purpose except as specified herein above in subsection 2.

5. Utilization of said training bank time must be in minimum of a four (4) hour blocks. That is, any training detail shall commence with a debit of a minimum of four (4) hours from the bank. After four (4) hours, the time debited shall be in one (1) hour blocks, for all or part of the hour used. Furthermore, there shall be no "borrowing" of the following years' time nor shall there be any "carry over" of any unused time beyond December 31st, except as provided in 3a above.

6. Temporary schedule adjustments for training purposes only will be acceptable provided that: the officer(s) involved are provided a minimum of one (1) full shift's notice of said adjustment; the reason(s) for said adjustment are made known to those affected; the schedules are readjusted to the original alignment once the reason(s) for the adjustment is/are met.

7. When less than one (1) shift's notice is provided, an officer may be requested or request to substitute for another officer who is unable to attend a scheduled training. The decision to serve as a substitute when requested is solely at the Officer's option.

G. TIME CHANGE (EDT/EST)

Every officer who is working when a time change occurs shall work his/her standard length shift.

H. DEPARTMENTAL MEETINGS

1. All employees shall be required to attend one (1) department meeting per calendar year called by the Chief.

2. The Department meeting shall be subject to the following criteria:

- a. Shall not last more than three (3) hours.
 - b. Employees who are off-duty and attend the department meeting shall be paid a minimum of three (3) hours at the rate of time and one-half (4.5 total hours) of compensatory time.
 - c. Shall not be held on weekends and contractual holidays.
3. Consistent with past practice, a new Chief shall be entitled to one (1) re-organization meeting which off-duty employees shall attend on their own time.
4. If a departmental meeting is scheduled within one (1) hour of the start or conclusion of an employee's shift, the employee shall be paid for actual time spent at the meeting at 1.5 times his hourly rate.

ARTICLE 5
TIME OFF

A. VACATION TIME

After the first year of service, officers shall receive their full allotment of vacation days as of January 1 for the ensuing year, per N.J.A.C. § 4A:6-1.2. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave.

Paid vacation days shall be granted to employees according to the following schedule:

1. Vacation Day Allotment

a. All officers shall be entitled to the following vacation day allotment credited on January 1 where applicable:

| | 4 & 4 Schedule | 4 & 3 Schedule |
|--|----------------|----------------|
| First year of service | | |
| Date of hire January 1 through June 30* | 4 days | 6 days |
| Date of hire July 1 through December 31* | 2 days | 4 days |

| | | |
|---|---------|---------|
| Next January 1 after date of hire | 9 days | 11 days |
| Year in which Officer commences 3rd year of employment | 12 days | 14 days |
| Year in which officer commences 5th year of employment | 15 days | 17 days |
| Year in which officer commences 10th year of employment | 16 days | 18 days |
| Year in which officer commences 15th year of employment | 18 days | 20 days |
| Year in which officer commences 20th year of employment | 22 days | 24 days |

* Credited upon date of hire

b. All above references to days shall mean work days.

2. Vacation Pay

Vacation pay may, at the Officer's option, be included with the last regular pay check prior to vacation if sufficient notice of vacation is given. Each Officer shall be responsible for all appropriate deductions on demand.

3. Annual Vacation Pick

The scheduling and use of vacation days shall occur as follows:

a. The Chief or his designee shall conduct an Annual Vacation Pick on or before March 1st of each calendar year. Each officer shall be required to select at least fifty percent (50%) on his/her annual vacation allotment during the Annual Vacation Pick.

b. Annual Vacation Pick selections must be in blocks of four (4) consecutive work days.

c. All officers are responsible for selecting and using their annual allotment of vacation days by the end of the year, as set forth below.

d. The Chief or his designee will assign vacation blocks during the Annual Vacation Pick according to seniority.

e. After the completion of the Annual Vacation Pick, subsequent vacation requests shall be subject to approval from the Chief or his designee after manpower needs are considered but will not be unreasonably denied. The Chief's decision shall be final and binding and not subject to arbitration.

f. Officers shall not be permitted to accrue more than two years' worth of allotted vacation days.

g. Beginning December 31, 2021, Officers who have banked more than two (2) years' worth of allotted vacation days as of December 31 in any given year will lose all days in excess of two (2) years' worth of allotted vacation days as of January 1 the following year.

h. All officers who currently have vacation banks in excess of two (2) years' worth of vacation days (at the time this contract is signed) shall be paid out his/her accumulation (beyond the two years allowed) over the subsequent three (3) budget years (1/3 per year) beginning December 31, 2020.

i. Upon retirement, Officers will be paid a maximum of two years' worth of accrued vacation time, consistent with Civil Service rules.

Example: Officer Smith is in her 6th year of employment and works a 4&4 schedule. Thus, Officer Smith is entitled to 15 vacation days annually. Two (2) years of allotted vacation time for Officer Smith is 30 days. On December 31, 2021, Officer Smith has 34 accrued vacation days in her bank. On January 1, 2022, 4 days will be permanently removed from Officer Smith's vacation bank, leaving her with the maximum 30 accrued vacation days. On January 1, 2022, Officer Smith receives 15 vacation days for 2022, giving her 45 total accrued vacation days. Officer Smith uses 10 vacation days in 2022. On December 31, 2021, Officer Smith still has 35 accrued vacation days in her bank. On January 1, 2022, 5 days will be permanently removed from Officer Smith's vacation bank, again leaving her with the maximum 30 accrued vacation days.

B. PERSONAL DAYS

1. Upon advance notice, subject to the reasonable approval of the Chief or his designee and in accordance with the procedure established herein, each Officer assigned to work a 4 & 4 schedule shall be entitled to six (6) personal leave days annually with pay which shall be designated as personal days. Those officers assigned to work a 4 & 3 schedule shall receive six and one-half (6 ½) days.

2. Requests for personal days must be submitted to the shift supervisor at least five (5) calendar days prior to the day requested, emergencies excepted. The supervisor shall respond within two (2) administrative workdays, emergencies excepted.

3. Except in emergencies, all requests for personal leave shall be date and time stamped.

4. Requests shall be granted on a first come first served basis. However, requests submitted on the same day for personal leave on the same shift and date by two (2) or more employees shall be granted in the order of seniority.

5. No requests for personal day leave shall be submitted or accepted more than two (2) months in advance of the requested date.

6. Personal days may be carried over from year to year without limitation. However, the Borough shall only pay a maximum of twenty-five (25) days upon retirement from active service under PFRS or resignation in good standing. All accumulated personal days are forfeited if terminated for cause. Members are eligible to sell back personal days at the rate of 2 for 1 between June 1st and July 31st each year in order to maintain twenty-five (25) accumulated personal days.

C. COMPENSATORY TIME

Officers shall be allowed to take compensatory time off in lieu of pay for overtime worked at their option. Compensatory time shall be provided at (1.5) hours for each hour of overtime worked. The Department may not compel an officer to accept compensatory time in lieu of overtime payment. Use of compensatory time shall be subject to the prior written approval of the Chief or his/her designee. The Borough and each officer shall each have the option to buy-down any amount of accrued compensatory time in excess of 220 hours. These payments shall be made in July for the preceding year at the rate of pay in effect as of June 30th of the current calendar year.

D. BEREAVEMENT DAYS

1. Death in immediate family: Four (4) days off with the Chiefs approval. Immediate family includes spouse, child, step-child, parent, grandparent, niece, nephew, uncle, aunt, brother, sister, brother-in-law, sister-in-law, mother or father of spouse, grandparent, niece, nephew, uncle, or aunt of spouse and civil union partner. Bereavement days must be used consecutively and shall not be broken up into subsequent tours of duty.

E. FAMILY MEDICAL LEAVE ACT (FMLA) / NEW JERSEY FAMILY LEAVE ACT (NJFLA) LEAVE

Officers who qualify for the FMLA and/or NJFLA for any covered event except to care for their own serious health condition, shall be granted said paid time off, on a rolling basis, for a period of up to four (4) tours of duty consisting of up to 168 hours on the 4/4 schedule and 148 hours on the 4/3 schedule. Thereafter any further time taken under the FMLA and/or NJFLA shall be without pay. Except that an employee shall be placed on paid sick leave to care for his own

serious health condition concurrent with FMLA and in accordance with section F, below. Any FMLA and NJFLA time shall be taken concurrently when applicable.

F. SICK TIME

Officers shall be entitled to unlimited sick time of up to one (1) year.

G. SICK TIME INCENTIVE

Officers shall be entitled to a sick time incentive of \$1,000 if they do not utilize sick days during the calendar year.

1. The sick time incentive shall be payable no later than the second payroll period after December 31st of the preceding year.

a. For each sick day used during each calendar year, there shall be a reduction of \$125.00 per sick day, e.g., one sick day = \$875; two sick days = \$750; three sick days = \$625; four sick days = \$500; five sick days = \$375; six sick days = \$250; seven sick days = \$125.

b. After eight (8) absences in each calendar year, the Officer shall not be entitled to receive compensation under the incentive plan.

2. Officers who are on workers' compensation leave shall not be penalized for absences due to on-the-job injury, if said absences do not exceed twenty-four (24) work days.

3. If an officer is absent for more than twenty-four (24) work days, but less than ninety-seven (97) work days (based on a four (4) day workweek for a six (6) month period) due to on-the-job injury, the officer shall receive a pro rata share of the sick leave incentive. The pro rata formula shall be as follows:

a. Total days absent divided by total possible days of work, equals the percentage of reduction.

H. INJURY TIME OFF

Injury time off shall be defined as time off due to job-related illness or injury. Injury time off shall not be charged against sick time.

I. JURY DUTY

Officers shall be allowed time off from duty without loss of pay to serve on jury duty, when summoned. The Chief of Police must be notified, in writing, whenever an Officer is summoned to jury duty. Officers shall be excused for the 24 hour period beginning at the hour of commencement of jury duty.

J. PBA CONVENTION

Time off shall be granted for attendance at the State PBA Convention. A 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 does not exceed seven (7) days. Travel time is subject to approval by the Chief of Police. Upon request, the member shall provide the Chief of Police or his designee with a certificate of attendance

K. ACTIVE MILITARY SERVICE

1. Military leave with pay will be granted to an employee in accordance federal law (USERRA), N.J.A.C. 4A:6-1.11, N.J.S.A. 38:23-2, and N.J.S.A. 38A:4-4. An employee must provide a copy of any military orders to the Chief or his designee as soon as possible (within five (5) calendar days of receipt). Any military leave of absence in excess of ninety (90) work days shall be without pay, but without loss of seniority. Leave of absence for military duty shall be in addition to the regular vacation or other accrued leave time allowed such officers. All time-off attributed to military service (including training weekends and annual training) shall be credited against the 90 working days.

2. Employees on military service will continue to receive health insurance coverage during the period of the paid leave plus an additional thirty (30) calendar days after the paid leave is exhausted, but the employee shall be required to pay required contributions under PL 2011, Ch. 78. After this period has expired, employees may continue coverage for themselves or their dependents under the Borough group plan by taking advantage of the COBRA provision. Employees who have exhausted their paid leave have the option of using their eligible accrued time-off (to remain on the payroll and health benefits) prior to enrolling in COBRA.

ARTICLE 6
BENEFITS AND OBLIGATIONS CONFERRED BY ORDINANCE

A. Except as otherwise provided herein, all benefits and obligations which have heretofore inured to the employees pursuant to applicable Ordinances or Resolution shall be continued during the term of this Agreement. Such benefits shall include, but not be limited to the following:

1. Longevity Compensation
2. Retirement (See Appendix B) and Pension Benefits
3. Prescription, Hospital and Medical Insurance
 - a. Active and retired Officers shall receive the level of benefits as set forth in Appendix B, annexed hereto and supplied to the PBA president on a yearly basis and to all Officers if the Borough changes coverage. The employer shall retain the right to change insurance carriers as long as equivalent to or better than benefits are provided.
4. Vacation
5. Terminal Leave Ordinance

B. To be eligible for retirement benefits, an Officer shall have 25 years of service credit in a State or locally operated pension system and 20 years of service with the Borough, or who have retired on an approved disability.

C. VOLUNTARY ELECTION AT RETIREMENT: An Officer who will retire with 25 or more years of service to the Borough may elect to take 3 months terminal leave in lieu of receiving 3/12 of the last annual salary. Officers may use this benefit after completing 24 years and nine months of service to the Borough. Officers on terminal leave shall not accrue any additional paid time off such as vacation days, etc. Officers on terminal leave shall not be eligible for recall except in the case of a statewide or national emergency. Unused personal days up to a maximum of 25 and unused vacation may be taken in front of the terminal leave.

D. There shall be no unilateral changes in any terms and conditions of employment enjoyed by the Officers.

ARTICLE 7 CLOTHING AND EQUIPMENT

A. UNIFORM ALLOWANCE

1. Every Officer shall be allocated a \$1,250.00 clothing allowance to be paid in the first pay period of January in each calendar year retroactive to January 1, 2019.
2. Mandated changes in the uniform or newly required equipment shall be paid for by the Borough and not charged against the voucher or payment.
3. Officers shall not be charged against their clothing allowance for damage to the uniform and equipment as the result of documented on-the-job incident.
4. An Officer who returns to a uniform assignment after three (3) years in a non-uniform assignment will be provided a new issue of uniforms.

5. The Academy issue and initial uniform issue will be provided by the Borough. New Officers will not receive a uniform allowance until after completing one full year of service with the Borough.

B. DEFINED CLOTHING AND EQUIPMENT

The list of clothing and equipment items to be provided to each Officer in accordance with paragraphs A.4 and A.5, at the Borough's expense are as follows:

1. Class A Dress Hat
2. Navy Blue Long Sleeve Shirt
3. Black Cap
4. Navy Blue Short Sleeve Shift
5. Dress Blouse
6. Navy Blue Pants
7. Black Trouser Belt
8. Black Tie
9. Dickies/Turtle Neck Shirts
10. Black Commando-Style Sweater
11. Winter Jacket
12. Rain Coat
13. Rubber Boots
14. Utility Belt
15. Weapon Holster
16. ASR Holder
17. PR24 and Holder

18. Handcuffs & Handcuffs Key
19. One (1) Rechargeable Flashlight, Batteries and Bulbs
20. Black Shoes/Boots
21. Spare Magazine Holder
22. Portable Radio Holder
23. Winter Hat
24. Spring Coat
25. Bulletproof Vest Carrier/outer vest carrier
26. Leather Search Gloves
27. Winter Gloves
28. Rubber Glove Holder
29. Title 39 Book
30. 2C Book
31. Law Enforcement Handbook
32. Citation Holder

C. EQUIPMENT

1. All police vehicles will be maintained in a proper working condition. Any deficiencies noted by an employee shall be reported in writing on an approved form which shall be submitted to the (1) Chief of Police, (2) Officer Responsible for Vehicle Maintenance, and (3) the Borough Administrator with a copy retained by the reporting Officer.

ARTICLE 8
GRIEVANCES

A. The following procedure for adjusting grievances between the municipality and P.B.A. is intended to provide the Borough and P.B.A. Local 99 with full opportunity for the

presentation and hearing of grievances with the expectation that same will be resolved at the earliest possible stage.

Should a grievance arise between the Borough and the P.B.A. as to the meaning, application or operation of any of the provisions of the contract between the Borough and the P.B.A., such a grievance shall be presented by either party to the Chief as hereinafter set forth in Step 1 with no more than ten (10) calendar days from the date of which the grievance came into being or reasonably became known to the party and processed in the manner set forth hereinafter.

Step 1. The appropriate P.B.A. representatives, the aggrieved party, and the Chief of Police and/or his representatives shall meet no later than ten (10) calendar days after the presentation of said grievance with a view toward reaching a settlement of the dispute. Should an agreement not be reached within ten (10) calendar days from the date of the meeting, the aggrieved party, through his designated representatives, shall furnish a written statement of the grievance to the Chief on a form provided by the Borough for referral of same to Step 2.

Step 2. Within ten (10) calendar days from the date of submission of the written statement herein before referred to, the appropriate P.B.A. representatives, the aggrieved party and the Borough Administrator shall meet with a view toward reaching a settlement of the dispute. Should an agreement not be reached within ten (10) calendar days from the date the grievance is presented to the appropriate parties under the terms of Step 2, the PBA only may file for Arbitration.

B. It is agreed that the time limits set forth in Steps 1 and 2 may be waived by mutual agreement of both parties, and where, due to circumstances beyond their control, either party may request an extension of time, but in no case shall a meeting date be later than thirty (30) calendar days in each Step from the date of presentation of the grievance.

C. It is further agreed that additional meetings in each Step may be held by mutual consent, with a view to reaching an agreement at the lowest possible Step and that the Borough Administrator and the Chief of the Department or his authorized representative may be present at any or all meetings.

D. If the Borough fails to respond within the time limits set forth herein, the grievance shall be deemed denied and the PBA may move the grievance to the next Step.

ARTICLE 9 ARBITRATION

A. Any grievance involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided, may be referred to an Arbitrator as hereinafter provided.

B. The P.B.A. may institute Arbitration proceedings when the Grievance Procedure has been exhausted, by serving written demand upon the other party by furnishing that party with a copy of the written request made to the Public Employment Relations Commission to appoint an Arbitrator to hear the dispute in the manner set forth in the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission.

C. The Arbitrator shall decide, as a preliminary question, if necessary, whether he/she has jurisdiction to hear and decide the matter in dispute.

D. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

E. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

F. The decision of the Arbitrator shall be final and binding on all parties.

G. The decision of the Arbitrator shall be issued within thirty (30) calendar days.

H. The cost of the Arbitrator herein before referred to shall be borne equally by the Borough and the P.B.A., but each party shall be responsible for such other costs and they may incur. In the event the P.B.A. requires the attendance of witnesses at said hearing who may be on duty, the Borough agrees to release the witnesses as requested, if same can be done without detriment to the public good, without loss of wages penalty to such witnesses; similarly, in the event the Borough requires the attendance of witnesses at said hearing who are members of the P.B.A. the latter agrees to release the witnesses as requested without any reprisals to such witnesses.

I. Nothing in the within procedure shall eliminate, repeal, or modify Judicial or Civil Service procedures regarding disciplinary action filed against an individual Officer or Officers for violations of the Department's Rules and Regulations. Minor disciplinary actions shall be arbitrable to the extent permitted by law.

ARTICLE 10 **HEALTH BENEFITS**

A. **HOSPITALIZATION AND MEDICAL**

See **Appendix B, annexed hereto**. Further, upon execution of this Agreement, the Borough shall cause the Borough ordinance to include the level of benefits as set forth in Appendix B, subject to Ch. 78 contributions as may be negotiated.

Employees shall contribute towards the premium cost as required by applicable law.

The Borough shall submit to the PBA President a copy of the renewal proposal as compiled by the Borough's Broker for the new insurance year within 20 calendar days of its presentation to the Borough Council Finance Committee. Upon receipt of the proposal by the PBA, the parties shall meet within 15 calendar days to discuss plan design and any other issues that may result in cost savings to the parties and the unit members. The Borough retains its right to change insurance carriers and/or plans so long as the new carrier/plan provides equivalent or better benefits and co-pays to the prior plan.

B. OPTICAL PLAN

The Borough shall provide all employees covered by this Agreement, with an Optical plan which will provide one (1) pair of eyeglasses (frames and lenses) not to exceed \$125.00 and one (1) eye examination not to exceed \$50.00 annually. The total cost of this benefit shall be borne by the Borough.

C. DENTAL INSURANCE

The Borough shall provide all employees, covered by this Agreement, with dental program for all employees and for each spouse and children. The total cost of the plan shall be borne by the Borough. The benefit levels are attached as Appendix C. The Borough shall also make available to all employees one or more additional dental insurance options. The Borough shall continue to bear the cost of the basic dental benefit as set forth above, regardless of rate increases. Any expense above the amount that is borne by the Borough shall be paid by the employee through a payroll deduction.

D. PRESCRIPTION PLAN

The Borough shall provide all employees covered by this Agreement, with a Drug Prescription plan as provided the SEHBP.

E. Any retiring Officer may elect to maintain coverage in the Drug Prescription Plan as per Appendix B.

ARTICLE 11
LEGAL REPRESENTATION

A. The Employer will provide a defense for an employee in any legal proceedings arising out of or incidental to performance of employee's duties pursuant to N.J.S.A. 40A:14-155.

B. The affected employee shall select his own counsel to assume sole control of his defense and the Employer agrees to pay the full cost of the employee's legal fees at the "prevailing rate" in Union County for similar services. (However, in the event that a Borough insurance carrier enters a defense on behalf of the affected employee and furnishes counsel as part of that defense, the Employer's obligation under this provision shall be deemed to have been satisfied.)

ARTICLE 12
BULLETIN BOARD

The Borough will provide a bulletin board in a conspicuous location for the use of the P.B.A. for posting notices concerning P.B.A. business and activities. All such notices shall be posted only upon the authority of the officially designated P.B.A. representatives, and shall not contain any salacious, inflammatory, annoying or controversial material. The Chief of Police or his representative may have removed from the bulletin board any material which is not in conformance with the intent and provisions of the Article.

ARTICLE 13
RULES AND REGULATIONS

The Borough agrees that it will not establish new work rules or regulations or modify or amend existing work rules or regulations governing wages, hours or working conditions without prior negotiations with the P.B.A.

ARTICLE 14
MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The P.B.A. covenants and agrees that during the term of this Agreement, neither the P.B.A. 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 an employee from his position or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough.

C. The P.B.A. agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including but not limited to publicly disavowing in such activities to cease and desist from same immediately and to return to work.

D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by a member of the Union shall entitle the Borough to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.

E. Noting 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 Union or its members.

F. The Borough agrees that it will not engage in any type of lock-out against the members of this bargaining unit, nor shall it engage, cause to be engaged, or condone any such

actions which may be deleterious or discriminatory against any member or members of this bargaining unit or against the P.B.A. as an individual entity as a result of any dispute, disagreement, impasse, or situation arising out of the collective negotiations process or resulting relationship.

ARTICLE 15
SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. The failure of either party to enforce any provisions of this Agreement, for any reason, shall not be deemed as a waiver thereof. If any part of this agreement is deemed invalid, the parties agree to immediately commence negotiations for a successor clause.

ARTICLE 16
REPRESENTATION FEE IN LIEU OF DUES

A. **PURPOSE OF FEE**

If any employee covered by this Agreement does not become a member of the P.B.A. during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the P.B.A. for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the P.B.A. as majority representative.

B. **AMOUNT OF FEE**

1. Notification: Prior to the beginning of each membership year, the P.B.A. will notify the Borough in writing of the amount of the regular membership dues, initiation fees and

assessments charged by the P.B.A. to its members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum: In order adequately to offset the per capita cost of services rendered by the P.B.A. as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification once during each membership year covered in whole or in part by this Agreement, the P.B.A. will submit to the Borough a list of those employees who have not become members of the P.B.A. for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the P.B.A.

2. Payroll Deduction Schedule: The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the Borough; or
- b. Twenty (20) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit

position and continued in the employ of the Borough in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

3. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Borough before the P.B.A. has received the full amount of the representation fee to which it is entitled under this Article, the Borough will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the P.B.A. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the P.B.A.

5. Changes: The P.B.A. will notify the Borough in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Borough received said notice.

6. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the P.B.A., a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. REFUND

The P.B.A. agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13:A-5.4, as amended. The "demand and return" system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the P.B.A. Such proceedings shall provide for an appeal by either the P.B.A. or the employee to the review board established for such purposes in accordance with N.J.S.A. 34:13A-5.4, as amended.

ARTICLE 17
EMPLOYEE RIGHTS

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any other employee advantage without just cause.

B. Any employee who is being questioned by a Superior Officer on a matter, which could lead to the discipline of said employee, shall have the right to have a P.B.A. representative present during such questioning.

C. In order to insure the right listed above, an employee shall be informed as to the nature and purpose of the questioning prior to the commencement of any questioning. Sufficient information to reasonably apprise the employee of any allegation should be provided. If it is known that the employee is being questioned solely as a witness, the employee should be so informed at the initial contact.

D. In an effort to insure that Departmental Investigations are conducted in a manner which is fair and that promotes good order and discipline, all administrative and internal affairs investigations, whether conducted in-person or through written questionnaire, will be conducted

pursuant to the Attorney General Guidelines on Internal Affairs Policy and Procedure.

E. Any employee who is or may be the subject of a criminal investigation or recipient of criminal charges shall be given all rights due any other citizen under the same circumstances.

F. The questioning of an employee shall be at a reasonable hour, preferably when the employee is on duty. Any employee who is called into work on his off duty time or held over his regular work shift at the request or order of a Superior Officer in order to answer any sort of job related questions, or to be present or participate in any sort of disciplinary proceedings, said employee shall be compensated in accordance with the overtime provisions of this Agreement.

G. If a verbatim record is being made of the questioning, either via stenographer, court reporter, or electronic recording device, the employee shall be so informed and shall be permitted, upon his request, to have a copy of said record.

H. Nothing shall be placed into an employee's personnel file without the employee having been notified; having received a copy of said material; and having signed the original document to be so placed. Said signature does not represent the employee's agreement with the content thereof, but is merely indicative that this provision has been complied with prior to such placement. The employee shall have the right to attach to and have become and considered as a part of the original document, such response or rebuttal as the employee may deem as necessary.

ARTICLE 18 **MISCELLANEOUS**

A. No Officer of this bargaining unit shall be ordered or required to participate in any function which is not normally and integrally associated with public safety employees. This prohibition shall also extend to marching in parades.

B. Field Training Officers (F.T.O.'s) shall be designated by the Chief of Police or his designee. F.T.O.'s shall be selected from the Patrol Division and shall be limited to Patrol Officers

only. Their primary role as F.T.O. shall include, but not limited to, training Police Recruits/Probationary Officers, when necessary or applicable. F.T.O.'s shall be compensated \$1,100.00 (prorated) per trainee. In the event a trainee is temporarily assigned, [i.e., one (1) full tour to an F.T.O.] that F.T.O. shall be compensated at \$60.00 per tour worked as Training Officer. The above compensation shall be paid in the 1st pay period in January.

C. Officer's home addresses and phone numbers shall remain confidential.

D. Uniformed Off-Duty Jobs: The rate of pay for uniformed off-duty jobs shall be as set forth by Ordinance attached hereto as Appendix D.

ARTICLE 19 **RETENTION OF BENEFITS**

A. In accordance with the schedule agreed upon by the parties and incorporated herein, the Borough agrees to maintain during the term of the Agreement all benefits which the employees have enjoyed prior to the commencement of these collective negotiations, to wit:

1. Duty roster changes will be permitted on five (5) days' notice when approved by the Chief or his designee.

2. The P.B.A. State Delegate or State Officer shall be granted time off with pay upon five (5) days' notice for all state, county, tri-county and local meetings. A letter of meeting days shall be presented to the Chief or his designate with permission granted.

3. The reference to the term "day" in this Article shall mean one (1) full tour of duty regardless of the schedule worked by the affected employee.

ARTICLE 20
TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 2019 and shall remain in full force and effect until December 31, 2022. In the event negotiations continue after December 31, 2022, the terms and conditions of this agreement shall continue in full force and effect until a substitute agreement is executed.

P.B.A. LOCAL #99, INC.



BOROUGH OF ROSELLE



Lydia D. Massey, Acting
BOROUGH CLERK

APPENDIX A-1

| GRADE | CURRENT | 1/1/2019 | 1/1/2020 | 1/1/2021 | 1/1/2022 |
|-----------|----------|----------|----------|----------|-----------|
| PROBATION | \$40,950 | \$41,769 | \$42,604 | \$43,456 | \$44,325 |
| 5TH GRADE | \$51,406 | \$52,434 | \$53,482 | \$54,551 | \$55,642 |
| 4TH GRADE | \$61,864 | \$63,101 | \$64,363 | \$65,650 | \$66,963 |
| 3RD GRADE | \$72,322 | \$73,768 | \$75,261 | \$76,766 | \$78,301 |
| 2ND GRADE | \$82,776 | \$84,421 | \$90,189 | \$91,992 | \$93,760 |
| 1ST GRADE | \$93,688 | \$95,561 | \$97,473 | \$99,422 | \$101,410 |

Does not reflect the addition of holiday pay as required by Article 111, par. G (Base salary + longevity/1950 hours x 10.75 x 14 holidays = Holiday pay).

APPENDIX A-2

OFFICERS HIRED ON OR AFTER 1-1-2000 BUT PRIOR TO 1-1-2004

| GRADE | CURRENT | 7/1/2019 | 1/1/2020 | 1/1/2021 | 1/1/2022 |
|-----------|----------|----------|----------|----------|-----------|
| DOH | \$42,721 | \$43,575 | \$44,446 | \$45,335 | \$46,242 |
| ACAD. | \$49,841 | \$50,837 | \$51,854 | \$52,891 | \$53,949 |
| GRAD. | | | | | |
| 4TH GRADE | \$60,689 | \$61,902 | \$63,140 | \$64,403 | \$65,691 |
| 3RD GRADE | \$71,538 | \$72,968 | \$74,428 | \$75,916 | \$77,435 |
| 2ND GRADE | \$82,386 | \$84,033 | \$85,714 | \$87,428 | \$89,177 |
| 1ST GRADE | \$93,688 | \$95,561 | \$97,473 | \$99,422 | \$101,410 |

Does not reflect the addition of holiday pay as required by Article III, par. G (Base salary + longevity/1950 hours x 10.75 x 14 holidays + Holiday pay).

APPENDIX A-3

OFFICERS HIRED ON OR AFTER 1-1-2004

| GRADE | CURREN | 1/1/2019 | 1/1/2020 | 1/1/2021 | 1/1/2022 |
|-----------|----------|----------|----------|----------|-----------|
| DOH | \$42,721 | \$43,575 | \$44,446 | \$45,335 | \$46,242 |
| ACAD | \$49,937 | \$50,935 | \$51,954 | \$52,993 | \$54,053 |
| 6TH GRADE | \$57,152 | \$58,295 | \$59,460 | \$60,650 | \$61,863 |
| 5TH GRADE | \$64,369 | \$65,656 | \$66,969 | \$68,308 | \$69,675 |
| 4TH GRADE | \$71,584 | \$73,015 | \$74,475 | \$75,965 | \$77,484 |
| 3RD GRADE | \$78,800 | \$80,376 | \$81,983 | \$83,623 | \$85,295 |
| 2ND | \$86,015 | \$87,735 | \$89,490 | \$91,279 | \$93,105 |
| 1ST GRADE | \$93,688 | \$95,561 | \$97,473 | \$99,422 | \$101,410 |

Does not reflect the addition of holiday pay as required by Article III, par. G (Base salary + longevity/1950 hours x 10.75 x 14 holidays + Holiday pay)

All detectives and information technologist specialists shall receive an annual stipend of \$2,150 added to their base salary.

APPENDIX B

As delineated in Ordinance Section 25-5(A) of the Borough Code:

In addition to the above salaries and longevity compensation, the Borough shall pay full contributions, except for any negotiated or legally mandated employee contributions, for prescription, hospital and medical insurance, for all current and retired employees and their dependents under the State Employee Health Benefits Plan subject to employees Ch. 78 contributions. If the retired employee predeceases the dependents, the dependents shall continue to be covered at no cost to the dependents. As to a surviving spouse, the benefits shall continue until the spouse remarries. Upon reaching eligibility for Medicare, the Borough agrees to reimburse a retiree and his/her spouse (unless the spouse remarries) for Medicare premiums and continue to pay for secondary or supplemental insurance, including prescriptions, after becoming enrolled in Medicare Parts A and B. The Borough may change insurance carriers so long as the new carrier provides equivalent or better benefits and co-pays to the prior plan.

Appendices A - D