

## Memorandum of Agreement

1. This Memorandum of Agreement shall be in accordance with the existing Collective Bargaining Agreement (CBA) for members of the Police Benevolent Association Local #300 and the Borough of Rutherford. The terms specified in the existing CBA shall be maintained and enforced, unless specifically modified in this Memorandum of Agreement.
2. All employees shall receive a base pay raise as follows (See Appendix A of CBA): 2013 is 1.75%, 2014 is 1.75%, 2015 is 1.625%, 2016 is 1.5%, and 2017 is 1.5%.
3. Personal Days provided to personnel shall remain at the current amount of 24 total hours. When working Pittman Schedule, Personal Days shall be reflected in 1, 12 hour day "not charged to sick time", and 1, 12 hour day "Charged to sick time". Other shift assignments or scheduling assignments shall remain at the currently practiced, 1, 8 hour day "Charged to sick time", and 2, 8 hour days "Not charged to sick time".
4. "Personal Days" are no longer restricted by the former "24 hour" advance notice restriction. Each employee shall be able to use one "Charged Personal Day" per year upon request, regardless of shift staffing minimums, except when requested to be used on an enumerated holiday (see Appendix D of CBA) where the Chief of Police (or his designee) may use his discretion on allowing said personal day requests to be granted.
5. The PBA agrees to withhold the grievance filed with the Borough concerning the new departmental policy issued by General Order of the Chief of Police dated 11/1/13 pertaining to time off requests. The PBA reserves the right to proceed with said grievance by re-filing said grievance in the future, at their discretion.
6. All employees shall be entitled to a six hour minimum recall for any road detail assignment relating to any contractor doing work within the borough. All other department related overtime will remain as a two hour recall. A minimum of two hours advance notice of cancellation must be given to any officer for any Assignment.
7. The 24 year longevity incentive shall be effective on the anniversary of the individual officers hiring date. This is meant to help ensure an officer may retire immediately after 25 years of service, if so desired by said officer.
8. Uniform allowance will now be "3/4 of 1%" of the top paid patrolman's base salary.
9. New hires shall now have 10 steps. Steps one through three shall follow the current scale structure, while raises in steps four through ten shall be divided equally and implemented annually, which is depicted in Appendix A of the CBA.
10. With regards to health care benefits, all employees may enroll into the Open Access (OA) 15 plan (currently offered to the other borough employees), with the ability to opt into OA 10 or OA 5 (or their equivalent) in any year of employment or in retirement, during the regular annual open enrollment time period. All employees (and retirees) must be adequately notified of the open enrollment time period, as well as any specific changes to their health benefits plan (if any).
11. Both parties recognize that terminal leave only encompasses accrued sick time.



12. All employees shall be entitled to receive the equivalent of the current Delta Dental Coverage offered to other Borough of Rutherford Employees, if so desired by said employee, through retirement for all dependants covered by the CBA.
13. All employees will be entitled to the current OA 10/5 (or it's equivalent) family health benefit into and through retirement with 25 years of credit in the state pension system, or an early retirement due to a disability, for all eligible dependents at the time of retirement.
14. Upon separation of employment from the Borough of Rutherford with an approved PFRS pension, all employees shall be entitled to 50% of the cash value for accrued sick time, as well as 100% of all accrued vacation days, personal days, terminal leave days, and time owed.
15. With regards to sick time, all earned sick time shall be frozen on the date when this agreement is ratified. This cash value shall be equal to 50% of each officer's last per diem rate just prior to retirement, and paid upon the separation of employment with the Borough. Going forward, a \$15,000 cap will be imposed on any accrued sick time after this date. This cash value shall be paid in addition to the frozen sick time bank. An officer may elect to use any of the frozen sick time, however the number of accrued sick days in the frozen bank cannot be replaced once they are used.
16. Standard 12 hour trial schedule determined as follows:
  - a. Effective January 6, 2014, a trial schedule shall be substituted for all employees apart of the bargaining unit in a division working in an "around the clock" schedule found in Article XII of the CBA. The trial schedule shall be a modified "Pittman" schedule consisting of 12 hour work tours on a 2 days on, 2 days off, 3 days on, 2 days off, 2 days on and 3 days off schedule. Employees shall alternately work two fourteen (14) day cycles of "night" tours followed by two fourteen (14) day cycles of "morning" tours. This schedule is to be implemented on a Monday and follow the above specified pattern. The PBA has the right to alter the number of cycles rotated between tours, and when the change of shift shall occur with proper notification to the Chief of Police. The coverage of each tour shall remain constant throughout each day.
  - b. The modification to the "Pittman" schedule set forth in Paragraph 1 shall be a set or sets of an additional 250 hours off in each employee's schedule. These hours are necessary to bring the number of hours worked by each employee to the current schedule. This time will be known as "schedule adjustment time".
  - c. All employees' hourly rate of pay shall continue to be based on 1950 hours worked annually.
  - d. The schedule adjustment time shall be allocated first to vacation when the days are initially allotted at the start of the calendar year, such that employees will continue to have the same number of vacation days as they did in the eight hour schedule. The remaining schedule adjustment time shall be available for employees to use as time off throughout the year, and through April 1st of the following year. This time off shall be used at the employees discretion and in accordance with the current departmental time off policy, which allows at least one day off granted per shift.
  - e. The normal work day tour shall be twelve (12) hours, which shall include forty five (45) minutes for a meal period in addition to two fifteen (15) minute breaks throughout each



twelve hour work tour. These breaks taken will be pursuant to the present practice including the obligation to respond to all calls.

- f. Except as otherwise modified by this agreement, the present calendar shall remain in full force and effect until the trial schedule begins. The trial schedule shall remain in effect until January 6, 2016. During the trial period, the PBA or the Borough of Rutherford has the right to opt out of the 12 hour schedule and revert back to the current 8 hour schedule at any of the three review periods. The review periods shall be at 12 months, 18 months, and 24 months after the implementation of the 12 hour trial schedule. Both parties agree to meet and discuss any issues or concerns that arise during the trial period of the schedule, relating specifically to the schedule alone.
- g. During the period of the trial schedule, this Memorandum of Agreement shall be a part of the CBA and alleged violations of this Memorandum of Agreement shall be subject to Article XLVI of the CBA.
- h. Once the trial schedule ends, if both parties agree to maintain the 12 hour schedule, it shall be the permanent schedule and may only be altered with both parties in full agreement, except where defined above.
- i. The parties specifically understand that this trial period shall not be considered a "Past Practice" for purposes of the CBA currently in force and effect between the parties, until it has been made the permanent schedule.

17. Except as set forth in the above referenced points of this Memorandum of Agreement, the current CBA shall remain unmodified. The parties further agree to make a good faith effort to mutually make revisions of the contract to update the contract to reference applicable law and to correct any agreed upon language discrepancies.

Borough of Rutherford

Joseph De Santis Mayor 12/18/13  
Representative Title Date

Margaret M. Jordan Clerk 12/18/13  
Attest Title Date

Police Benevolent Association Local #300

Donnell Hyde PBA President 12/18/13  
Representative Title Date

S. A. [Signature] PBA Delegate 12/18/13  
Attest Title Date



PLAN DESIGN AND BENEFITS

ADMINISTERED BY AETNA HEALTH INC. AND AETNA HEALTH INSURANCE COMPANY - SELF FUNDED

	applies	
Contraceptive drugs and devices not obtainable at a pharmacy (includes coverage for contraceptive visits)	Covered 100%	20% (payable as any other covered expense) after deductible
Vision Eyewear	Not Covered	Not Covered
Transplants	Covered 100%	100% of UCR after deductible

Bariatric	Covered 100%	20% after deductible
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The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.

**FAMILY PLANNING PARTICIPATING PROVIDERS NON-PARTICIPATING PROVIDERS**

<b>Infertility Treatment</b>	<b>PARTICIPATING PROVIDERS</b>	<b>NON-PARTICIPATING PROVIDERS</b>
Diagnosis and treatment of the underlying medical condition	Member cost sharing is based on the type of service performed and the place of service where it is rendered.	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible

<b>Comprehensive Infertility Services</b>	Covered 100%	20% after deductible
Coverage includes Artificial Insemination and Ovulation Induction. Lifetime maximum applies to all procedures covered by any Aetna plan or where no other coverage was provided, except where prohibited by law.		

<b>Advanced Reproductive Technology (ART)</b>	Covered 100%	20% after deductible
ART coverage includes In-Vitro Fertilization (IVF), Zygote Intra-Fallopian Transfer (ZIFT), Gamete Intra-Fallopian Transfer (GIFT), cryopreserved embryo transfers, Intra-Cytoplasmic Sperm Injection (ICSI) or ovum microsurgery. Limited to 3 cycles per lifetime.		

<b>Tubal Ligation</b>	Covered 100%	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible
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<b>Vasectomy</b>	Member cost sharing is based on the type of service performed and the place of service where it is rendered	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible
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**GENERAL PROVISIONS**

<b>Dependents Eligibility</b>	Spouse, children from birth to age 26, regardless of student status.	
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<b>Pre-existing Conditions Exclusion</b>	On effective date: Waived After effective date: Waived	
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Members may directly access participating providers for certain services as outlined in the plan documents.

Exclusions and Limitations