

AGREEMENT BETWEEN

TOWNSHIP OF SCOTCH PLAINS

AND

SCOTCH PLAINS PBA LOCAL 87

JANUARY 1, 2020 THROUGH DECEMBER 31, 2024

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PREAMBLE

THIS AGREEMENT is made this 29 day of MAY, 2020 between the TOWNSHIP OF SCOTCH PLAINS, New Jersey (hereinafter called the "Employer" or "Township") and the SCOTCH PLAINS PATROLMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 87 (hereinafter called the "Association").

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties hereto adhere to the following terms and conditions.

ARTICLE I

RECOGNITION

The Employer hereby recognizes the Association as the exclusive majority representative for members of the Police Department of the Township with the exception of the Chief of Police and civilian employees of the Department. All other members of the Department are deemed to be members of the Association and, therefore, covered by this Agreement.

ARTICLE II

LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority and responsibilities covered ~~by law, ordinance, resolution or administrative code and Police Department Rules and~~

Regulations upon any Township official or in any way abridge or reduce such authority and responsibilities. This Agreement shall be construed as requiring Township officials to follow the terms contained herein to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any Police Officer such rights as he may have under other laws and regulations.

ARTICLE III

MANAGEMENT RIGHTS

Section 1

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (A) To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its Employees;
- (B) To hire Employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;
- (C) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

Section 2

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

Section 3

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

Section 4

The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed a waiver thereof.

ARTICLE IV

RULES AND REGULATIONS

Section 1

The Chief of Police may establish and enforce reasonable and just rules and regulations in connection with his operation of the Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Association and an opportunity for discussion of the new rules and regulations shall be afforded to the Association before implementing same.

Section 2

It is understood that Employees shall comply with all rules and regulations. Employees shall promptly and efficiently execute the instructions of Officers and Superiors. If an Employee, or Employees, believe a rule, regulation, instruction or order of an Officer or other Superior is unreasonable or unjust, the Employee, or Employees, shall comply with the rule, regulation, order or instruction, but with the future provision that such Employee or Employees

may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure as set forth in this Agreement.

ARTICLE V

BAN ON STRIKES

Section 1

The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for work, or concerted willful absence of Employees covered under this Agreement from their duties of employment), work stoppage, slow-down, walk-out or other job action against the Township.

Section 2

The Township shall have the right to discipline or discharge any Employee encouraging, suggesting, fomenting or participating in a strike, slow-down, or other such interference subject to law.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1

Any dispute involving the interpretation or application or violation of any of the provisions in this Agreement or policies or administrative decisions shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

STEP 1 An Employee with a grievance shall first discuss the grievance with his/her immediate Supervisor, either directly or through the Association designated representative for the purpose of resolving the matter informally.

STEP 2 If the aggrieved party is not satisfied with the disposition of the grievance at STEP 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at STEP 1 the grievant or the Association may file the grievance in writing with the Chief of Police or his designated representative. A hearing on the grievance shall be held between the Chief of Police or his designated representative and the aggrieved party and the Association's designated representative. Those parties present at STEP 1 may be present at STEP 2. The Chief of Police will render a decision in writing within ten (10) working days.

STEP 3 If the aggrieved party is not satisfied with the disposition of the grievance at STEP 2, he/she may submit the matter for review by the Township Manager within five (5) working days after receiving the decision in STEP 2. The Township Manager shall render a decision from the record before him in writing within ten (10) working days.

STEP 4 If the aggrieved party is not satisfied with the disposition of the grievance at STEP 3, the grievant or the Association may submit the matter for review by the Township Council within five (5) working days after receiving the decision in STEP 3. The Township Council shall render a final decision from the record before it in writing within ten (10) working days.

Section 2

The time limits specified in the grievance procedure shall be construed as maximum.

~~However, these may be extended upon mutual agreement.~~

Section 3

Any grievance not presented under the grievance procedures described herein within ten (10) working days of the occurrence of the condition giving rise to the grievance shall not

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thereafter be considered a grievance under this Agreement unless reasons satisfactory to the Township are given in explanation of the failure to present the grievance within such time.

Section 4 Arbitration

(A) If the grievance is not settled through STEPS ONE, TWO, THREE or FOUR and the grievance concerns a contract violation, the Association may refer the matter to the Public Employment Relations Commission within thirty (30) calendar days after the determination by the Township Council, or its representative. An arbitrator shall be selected pursuant to the rules of the New Jersey Public Employment Relations Commission.

(B) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him 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. The decision of the arbitrator shall be final and binding.

(C) The cost for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(D) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. ~~If any grievance is not processed to the next succeeding step in the grievance procedure~~ within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE VII

DUES, DEDUCTION AND AGENCY SHOP

(A) The Township agrees to deduct from the salaries of its Employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e as amended.

(B) A check-off shall commence for each Employee who signs an authorization card supplied by the Association and verified by the Township Treasurer during the month following the filing of such card with the Township.

(C) If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each Employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

(D) The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Treasurer.

(E) The Township agrees to deduct the fair share fee from the earnings of those ~~Employees who elect not to become members of the Association and transmit the fee to the~~ Association.

(F) The deduction shall commence for each Employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of fair share assessment. A copy of the written notice of the amount of the fair share

assessment must also be furnished to the New Jersey Public Employment Relations Commission.

(G) The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

(H) The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the Employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

(I) Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all Employees within the unit the information necessary to compute the fair share fee for services enumerated above.

(J) The Association shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

(K) The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair

share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

(L) The authorization for dues deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request to withdraw from the Association to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer's payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

The requirements regarding the Representation Fee shall be applied consistent with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act.

ARTICLE VIII

ASSOCIATION PRIVILEGES

Section 1

Upon approval of the Chief of Police the Association shall have the right to visit the Chief of Police and Headquarters and other police facilities at all reasonable hours for Association business. ~~The Association will not abuse this right.~~

Local Association Officials shall be permitted to conduct Association business during working hours with no loss of pay.

Section 2

Copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for Employees covered by this Agreement shall be furnished to the Association within twenty-four (24) hours of their promulgation. A single copy of the agreement will be furnished to the Association. It will be the Association's responsibility to provide copies to the membership.

Section 3

The Association may use the Department mail or message routing system and may use Department mailboxes. Such use shall be reasonable. The Association shall pay for its own postage and stationery. The Association may use department office supplies for PBA business. Except as set forth herein, the Association may use other department resources at the Chief's discretion.

Section 4

A minimum of 10% of the officers in the Department, but no less than five (5) officers shall be permitted time off with pay to attend the New Jersey State PBA Convention, the New Jersey State PBA Mini-Convention and the New Jersey State PBA Collective Bargaining Seminar. One of the five (5) officers may be a superior officer if designated by the PBA.

Section 5

~~The Association President and the Association Delegate, or their designee shall receive~~
time off with pay to attend State, County or Local PBA meetings and classes.

ARTICLE IX

POLICE OFFICERS RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the Township and the Association hereby agree that every Police Officer shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection or to refrain from doing so. The Township and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any Police Officer in the enjoyment of any rights conferred by Chapter 303, the Public Laws of 1968, and that they shall not discriminate against any Police Officer by reason of his membership or non-membership in the Association and its affiliates, or by reason of his participation or non-participation in any activities of the Association and its affiliates.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 1 – Tour of Duty.

(A) All employees covered by this Agreement shall be on either the 4/3 work schedule or the 4/4/ work schedule. The 4/3 work schedule shall be comprised of four (4) consecutive days of work of the same shift with ten (10) hours of work per day. Said 4 consecutive days of work shall be followed by three (3) consecutive days of time off. Vacation ~~benefits under contract Article XV shall be converted for persons working on the 4/3 and 4/4~~ work schedules.

(B) The basic workweeks set down in (A) above shall not be altered by the Township or by the Chief of Police without express prior approval of the Association. This provision shall not prevent the Chief of Police from making special assignments or creating special squads in

order to accommodate purposes or needs which he deems to be in the best interest of the Township nor from requiring the persons so assigned to work schedules different from the work schedule detailed in (A) above.

(C) Provisions of the 4/4 Work Schedule.

(1) SENIORITY – The term used herein will be defined by using the present department Rules and Regulations definition as per Section 2:1.37.

(2) STAFFING AND SHIFT SELECTION

(a) NUMBERS OF OFFICERS ASSIGNED TO EACH SHIFT

The number of officers on any shift will be determined by current Departmental Rules, Regulations, Procedures and by Department needs and current crime statistics for those periods.

(b) SHIFT ASSIGNMENT – Shift assignment shall be made each year in accordance with a seniority bid system. Shifts shall be eleven (11) hours in duration, with starting/ending times as outlined herein. The starting/ending times of said shifts may be adjusted during review periods consistent with the best interest of the Police Department. Standard slips for shift selection shall be distributed to all employees on or about October 1st of each year, and shall be returned promptly so that assignments can be made on or before October 31st of that year.

(c) SHIFT PREFERENCE – Each employee shall list his first, second, and third preference for shift assignment, and consistent with the efficient operation of the Department, assignments shall be made based upon seniority. The procedure, to be used shall provide the employee with his highest shift preference in accordance with seniority and the efficient operation of the department.

If the member's first choice is not available, the member shall be given his second choice, if available, and so on until his shift is assigned.

(d) NON-BID POSITIONS – Any member who has not completed one (1) year of service with the department is not entitled to participate in the bid process. In the case of a recruit, the one (1) year shall commence from the date of graduation from the police academy. Employees who are given credit for previous police experience shall commence their one (1) year from the date of appointment to the department. Any such members shall be given duty assignments consistent with the needs of the Department. Such assignments are not grievable.

(e) Blocks of time shall be held open on the relief shifts of both the A and B platoons. The positions shall be filled by the Department with members who fall into the aforementioned classification of having less than one (1) year on the Department.

(f) After serving one (1) year in this position this member may join in the bid process at the end of that year. However, the needs of the Department shall dictate as to if this member can be moved from this position and/or if the position must remain "open" for the coming year due to expected new personnel, etc.

(D) VACANCIES ON SHIFTS

(1) ANNOUNCEMENT OF VACANCIES – Any vacancies on any shift ~~created by retirement, death, resignation or promotion, which occur after finalization of the~~ yearly seniority bid selections will be announced via a Departmental memorandum for bid within thirty (30) days previous to or twenty (20) days following the dates they occur. The memorandum advertising shift vacancies shall show the shift time and shall be posted for a period of sixteen (16) calendar days.

(2) BID SUBMISSIONS IN WRITING – Police Officers desiring to bid on such vacancies must submit such bid in writing, in duplicate, to the Patrol Commander within the sixteen (16) calendar day period, with one copy being returned to the Officer as an acknowledgment.

(3) FILLING OF VACANCIES – Providing the manpower of the Department allows an immediate filling of the vacancy without creating overtime situations, the vacancy shall be filled within seven (7) calendar days following the close of the advertising period.

(4) Any member who is absent during the sixteen (16) calendar days of advertising for an open shift as described and who is senior to the most senior member who has applied, must be notified and given an opportunity to apply before the shift can be awarded.

(E) SHIFT HOURS

(1) PATROL HOURS – patrol members shall work an eleven (11) hour day, four (4) days on, four (4) days off for a total of 2,007 hours worked during a given year. Since this is a reduction of sixty-one (61) hours from the previous four and two (4x2) work schedule of 2,068 hours, the members affected have agreed to give back thirty-three (33) hours for training purposes. The thirty-three (33) hours, three (3) training days must be worked with no more than eleven (11) hours, one (1) training day per any given calendar quarter.

Note: This is a total of 2,040 hours worked if all training days are used. This still leave a balance of twenty-eight (28) fewer hours the above members shall be working as compared with the present 4x2 schedule with 78 fewer days at work.

(F) ADMINISTRATION HOURS – Those members of the Department not covered by the above schedule, Patrol Supervisor, Administrative Supervisor, Training Officer, Records Supervisor, Traffic Bureau, and Detective and Juvenile Bureaus, shall continue to work a four and three (4&3), ten (10) hour work day for a total of 2,080 hours. They shall be granted four

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(4) additional days off during the year. Thanksgiving, Christmas, New Year's Day, and their birthday.

This will reduce their hours worked to a total of 2,040 hours. Should one of the holidays fall on a scheduled day off then those members shall be given the working day preceding or immediately following the holiday day. Days off shall be split by members within areas of responsibility to provide that all members are not off on the same day.

Note: The above members shall be coming to work 78 more days than the members on the 4x4 work schedule.

(G) SHIFT SCHEDULE – Unless modified during the review period the 4-4 schedule shall consist of two (2) patrol platoons with the following four (4) shifts: each shift shall be eleven (11) hours in duration.

| | |
|---------------------|-----------|
| DAY SHIFT | 0700-1800 |
| EARLY, RELIEF SHIFT | 1100-2200 |
| LATE RELIEF SHIFT | 1700-0400 |
| MIDNIGHT SHIFT | 2100-0800 |

Section 2 – Overtime Pay

(A) Overtime shall be defined as all hours worked in excess of an employee's normal assigned work shift or on a regular day off.

(B) When an Officer is requested or required to work overtime hours which are not continuous with a tour of duty worked by him, he shall be paid for a minimum of two (2) overtime hours, unless the officer actually works more than two (2) hours, in which case he will be paid overtime compensation for the time actually worked.

(C) Overtime compensation at the rate of one and one-half (1-1/2) times the Employee's regular base rate of pay will be paid to all Police Officers, Superior Officers, and those Police Officers assigned as Detectives who are covered hereunder.

(D) All Police Officers agree to comply with the regulations of the Police Department in completing the necessary information required for the keeping of overtime records in the manner prescribed by the Chief of Police.

(E) Payment for overtime shall, if practical, be included in the next regular salary check for the pay period following that pay period in which the overtime hours were worked. In the event that the Township is unable in certain instances to comply with this schedule, the Township shall make every effort to pay the Officer as soon as practical thereafter, but in no event shall payment be made more than thirty (30) days following the completion of overtime hours within a given pay period.

(F) Overtime pay will be computed using an hourly rate based upon a two thousand eighty (2080) hour work year. Overtime shall be paid at the time and one-half hourly rate and shall include the employee's longevity and holiday benefit into the calculation.

(G) An Employee, upon completion of the overtime worked may elect to have the compensation either in pay, pursuant to the current practices, or in compensatory time off. The rate of compensatory time off would be the one and one-half time off. If the Employee elects to ~~take Compensatory Time Off then such Compensatory Time Off would be placed in a~~ Compensatory Time Off bank for future use. Time once put in to a Compensatory Time Off bank would be used at the Employee's sole discretion subject to the approval of the Police Chief or his designee.

(1) A two (2) hour minimum must be adhered to when taking compensatory time off from the Department unless the Employee has less than two (2) hours in the bank and wishes to take the balance to zero (0).

(2) An Employee may split the compensatory time at any one time only once.

Illustration: An Employee acquires six (6) hours overtime in one lump sum and elects to receive his payment back in compensatory time. He may:

(a) Elect to receive a settlement of six (6) hours off;

(b) Four (4) hours and two (2) hours off; or

(c) Three (3) hours and three (3) hours off

(3) Compensatory time may be cashed out upon request. Employees shall be compensated in the next practical pay period following the request.

(4) Effective January 1, 2020, employees shall be permitted to accumulate ninety (90) hours of compensatory time. Forty-five (45) accumulated hours may be carried over from year to year. Employees must cash out all hours in excess of forty-five (45) by December 15 of each year.

(5) Employees must request compensatory time within fourteen (14) days of the first date upon which they seek to use the time. Compensatory time shall be granted on a first come, first served basis without regard to seniority subject to the approval of the employee's supervisor, which shall not be unreasonably denied. There is no limit to the amount of compensatory time that can be taken consecutively.

(6) Officers shall be allowed to maintain and use their current allotment of "time owed" until it is depleted. All "time owed" must be used by December 31, 2020. Upon the

execution of this Agreement, all overtime must be taken in cash or compensatory time, at the officer's discretion, and no officer shall receive "time owed" for any reason.

Section 3 – Off Duty Compensation

Officers that are off-duty and required to communicate for work-related purposes, whether by email, text message, phone call or otherwise, shall receive a minimum of one (1) overtime hour for the communication. If the original communication as well as any subsequent communication, whether related to the original communication or not related, takes longer than one (1) hour, the officer shall receive a second (or third, etc.) full hour of overtime compensation. If, as a result of the communication, the officer must complete any task, the two (2) hour minimum set forth in Article X, Section 2 shall apply.

ARTICLE XI

SHIFT CHANGE

The parties recognize that the Chief of Police has the right to change the shifts of the Employees. However, the Township agrees that the Chief of Police shall give the affected Employee at least forty-eight (48) hours' notice of said shift change, except in case of emergency as defined in N.J.S.A. 40A:14-134.

In the event that an officer is assigned to a different platoon and is required to work in excess of four (4) consecutive days, the officer shall receive the following time off without loss of pay and without use of accrued time:

- If the officer works six (6) days in a row – one (1) of the days off
- If the officer works seven (7) or eight (8) days in a row – two (2) of the days off

Days off pursuant to this Section shall be agreed upon by the affected employee and shall accommodate the schedule to minimize the need for overtime. Officers may choose to work

through the change in platoon and shall receive time and one half (1.5x) their regular rate for all hours worked.

ARTICLE XII

STAFFING

It is the intent of the Township to maintain the present staffing levels if possible as solely determined by the Township. However, the parties recognize and agree that staffing levels for the Department, shifts and vehicles are management prerogative and solely within management's discretion.

ARTICLE XIII

SALARIES

Section 1

Salaries for Employees covered by this Agreement shall be as set forth on Schedules A-1 through A-4 annexed. All officers not at the top step in the salary guide shall receive their salary increment on their anniversary date each year.

Section 2

The position of detective is an assignment. Officer so assigned shall receive an additional \$1,600 in compensation.

Section 3

All employees certified as drug recognition experts (DRE) shall receive an additional \$500 per year added to base pay. DRE certification must be on file and up to date.

Section 4

Officers actively serving as FTOs shall receive a stipend of \$1,000. All officers serving as FTOs shall receive this stipend regardless of whether they have obtained a certification

ARTICLE XIV

LONGEVITY

Section 1

All full-time Employees and all part-time Employees employed on a regularly scheduled year round basis of not less than twenty (20) hours per week who were hired on or before September 30, 2005 are entitled to longevity compensation in addition to their base salaries according to the following schedule:

| <u>Term of Service</u> | <u>Longevity Payment</u> |
|--|--------------------------|
| Following completion of 5 years of service to completion of 10 years of service | 2% |
| Following completion of 10 years of service to completion of 15 years of service | 4% |
| Following completion of 15 years of service to completion of 20 years of service | 6% |
| Following completion of 20 years of service | 8% |
| Following completion of 23 years of service | 10% |

Section 2

All full-time Employees and all part-time Employees employed on a regularly scheduled year round basis of not less than twenty (20) hours per week who are hired on or after October 1, 2005 are entitled to longevity compensation in addition to their base salaries according to the following schedule:

| <u>Term of Service</u> | <u>Longevity Payment</u> |
|--|--------------------------|
| Following completion of 10 years of service to completion of 15 years of service | 4% |
| Following completion of 15 years of service to completion of 20 years of service | 6% |

| | |
|---|-----|
| Following completion of 20 years of service | 8% |
| Following completion of 23 years of service | 10% |

Section 3

Term of service shall be computed to the first of the month nearest the employment anniversary date.

Section 4

Longevity compensation shall continue to be folded into and paid in the regular paychecks in accordance with present practice.

Section 5

Longevity is eliminated for Officers hired on or after January 1, 2015.

ARTICLE XV

VACATIONS AND HOLIDAYS

Section 1 – Vacations

(A) All Employees shall be entitled to vacations in accordance with the following schedule:

| <u>Term of Service</u> | <u>Working Days</u> |
|--|----------------------------|
| Upon completion of the academy (or transfer) an employee shall have their first year of vacation days prorated. | 15 working days |
| From the completion of the first calendar year of service to and including completion of the fifth (5th) year of service | 15 working days |
| Commencing with the sixth (6 th) year of service to and including the tenth (10 th) year of service | 18 working days |
| Commencing with the eleventh (11 th) year of service to and including the fifteenth (15 th) year of service | 21 working days |
| Commencing with the sixteenth (16 th) year of service | |

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to and including the twentieth (20th) year of service 24 working days

Commencing with the twenty-first (21st) year of service and each year thereafter 27 working days

(B) The Employer and the Association agree that vacation days are to be used in the calendar year in which they accrued. If an Employee is unable to take his vacation within the calendar year in which it accrued due to extended illness or injury, or because the Employer cannot permit the Employee to take his vacation due to the needs of the Department, then the Employee can carry over his vacation entitlement into the next succeeding calendar year only.

Any vacation carried over into the next succeeding year must be taken prior to May 1 of that calendar year. The Chief of Police shall have the discretion to determine whether such illness or injury was of a nature to permit the Employee to accumulate vacation days not actually used.

(C) Upon completion of twenty-five (25) years of service, the retiring Officer will be entitled to the full year's unused vacation regardless of the month of retirement.

(D) During the period of time that the 4/4 and 4/3 work schedules are in effect vacation entitlements shall be modified as follows:

(1) VACATION DAY CONVERSION - For 4x4 Schedule Plus 2 Days

| | |
|--|---------|
| | +2 Days |
| 15 Days x 8.5 hrs. = 127.5 hrs. ÷ 11 hr. day = 11.6 (12) = | 14 Days |
| 18 Days x 8.5 hrs. = 153 hrs. ÷ 11 hr. day = 13.9 (14) = | 16 Days |
| 21 Days x 8.5 hrs. = 189.5 hrs. ÷ 11 hr. day = 16.2 (17) = | 19 Days |
| 24 Days x 8.5 hrs. = 204 hrs. ÷ 11 hr. day = 18.5 (19) = | 21 Days |
| 27 Days x 8.5 hrs. = 229.5 hrs. ÷ 11 hr. day = 20.8 (21) = | 23 Days |

(2) VACATION DAY CONVERSION - For 4 x 3 Plus 2 Days

| | |
|--|---------|
| | +2 Days |
| 17 Days x 8 hrs. = 136 hrs. ÷ 10 hr. day = 13.6 (14) = | 16 Days |
| 20 Days x 8 hrs. = 140 hrs. ÷ 10 hr. day = 16 = | 18 Days |
| 23 Days x 8 hrs. = 184 hrs. ÷ 10 hr. day = 18.4 (19) = | 21 Days |
| 26 Days x 8 hrs. = 208 hrs. ÷ 10 hr. day = 20.8 (21) = | 23 Days |
| 29 Days x 8 hrs. = 232 hrs. ÷ 10 hr. day = 23.2 (24) = | 26 Days |

(E) Administration of vacation shall be as follows:

(1) VACATION TIME USE – Vacation shall be taken according to the following preference schedule, subject to the approval of the Chief of Police, consistent with the best interest of the Police Department.

For the purposes of determining vacation preference, the Department is presently divided into five (5) units consisting of two (2) Patrol Platoons, one (1) Detective and Juvenile Bureau, one (1) Traffic/Record and Training Bureau, and one (1) Command Rank Section. Vacation preference for the Detective and Juvenile Bureau, Traffic/Record and Training Bureau and Command Rank Section shall be guided by the vacation schedule as promulgated by the Chief of Police. Vacation preference shall be granted separately within each Patrol Platoon at the time that a preference is exercised according to the following schedule.

PATROL PLATOON "A"

Only one Supervisor allowed off at any given time per platoon.
One officer from the 07:00 – 18:00 shift.
One officer from the 11:00 – 22:00 or 17:00 – 04:00 shift.
One officer from the 21:00 – 08:00 shift.

PATROL PLATOON "B"

Only one Supervisor allowed off at any given time per platoon.

One officer from the 07:00 – 18:00 shift.

One officer from the 11:00 – 22:00 or 17:00 – 04:00 shift.

One officer from the 21:00 – 08:00 shift.

(2) ORDER OF VACATION PREFERENCE - Vacation preferences shall be granted, as per the above guidelines, separately within each of the specific units existent at the time that a preference is exercised according to rank as the first priority, time in rank as the second priority, and length of service with the Department as the third priority. If an employee chooses to take his vacation in three (3) or more parts, he is entitled to exercise his assigned preference with respect to two (2) of these vacation periods. After all members of the respective units have chosen their two (2) preference vacation periods, members may then pick their remaining vacation time as per the seniority order of preference as previously stated.

(3) VACATION BOOK PICKS – For vacations beginning on or after January 1, 2021, Officers will bid for use of vacation time based in time in rank and then seniority order. Each officer will have four rounds or picks that can be used to schedule vacation time ("make a book pick"). Each round will have a deadline of three (3) days. If an officer does not make his or her book pick within the three (3) day period, the next most senior officer will have the opportunity to make his or her pick.

An officer may choose blocks of one to four consecutive days. An officer may extend the block to eight (8) days, but the additional days must be consecutive with the officer's current schedule and their four-day pick. If an officer selects more than four (4) days during one of their picks pursuant to this section, the additional days will count as the officers second (third or fourth) pick and the officer will not be permitted to pick again until the following round.

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Section 2 – Holidays

All Employees shall be entitled to payment at their per diem rate in lieu of 13 holidays which shall continue to be folded in and paid in the regular paychecks in accordance with the present practice. New hires shall have this payment in lieu of holiday pro-rated during the first year of employment at the rate of one day per month of service. Holiday pay is considered part of an officer's base pay for all purposes, including but not limited to pension, overtime, and longevity. Holiday shall be calculated and then added to base pay. Once holiday pay is added to base pay, an officer's applicable longevity rate shall be applied to equal total pensionable base pay.

Section 3 – Personal Days

(A) Each Employee shall be entitled to four (4) full working days off per year with pay. The Employee shall have the right to select days subject to the approval of the Chief of Police or his designated representative who shall not require the furnishing of any reason by the Employee for the taking of a personal day and who shall not withhold approval of the request where the request is made with forty-eight (48) hours' notice. Personal days will be prorated for the first year of employment.

(B) Personal days may be taken any time during the year except for the following dates:

December 24

December 25

December 31

January 1

(C) Should two (2) requests for personal days be submitted for the same day, the officer having the most seniority will have preference for that day.

(D) At all times, during the current work schedule or during the modified work schedule, the number of personal days shall remain the same.

ARTICLE XVI

SICK LEAVE AND LEAVE OF ABSENCE

Section 1 – Sick Leave

(A) Sick leave is hereby defined to mean absence from duty because of illness or accident which is not job related, for illness of a spouse, child, parent, parent-in-law, brother, sister, grandparent, grandchild, other person living in the Officer's home, or any person to whom it is reasonably expected that the Officer will need to care for .

(B) Each Employee is permitted sick leave for up to one (1) year continuously. However, in the event that an Employee's sick leave time in any continuous period exceeds three (3) days, the Employer shall have the right to require medical certification or other proof of justification for the absence. The Employer shall have the right to require such certification at two (2) week intervals during extended sick leaves.

(C) Each Employee shall accumulate sick leave time at the rate of fifteen (15) days each year. Sick leave may be accumulated without limit during each Employee's term of service ~~with the Township. At the time of separation from the service, an Employee who has served a~~ minimum of five (5) consecutive years shall be entitled to pay on the basis of one (1) day's pay for every three (3) days verifiable sick leave accumulated and not previously used. For Employees hired on and after October 1, 2005 the maximum entitlement to payment under the provisions of this Section of the contract shall be \$25,000.00.

(D) All earned entitlements under this Article based upon earned and accrued time shall, in the event of the Employee's death, be paid to the deceased Employee's estate.

(E) At all times during the current work schedule or during the modified work schedule (Schedule B) the number of sick days shall remain the same.

Section 2 – Leave of Absence

(A) Leave of absence is defined as absence from duty for an extended period following approval of the absence in advance by the Township Manager.

(B) Permission to take a leave of absence for a period of up to six (6) months may be extended to Employees in the fairly exercised discretion of the Township Manager. In determining whether to permit an Employee to take a leave of absence, the Township Manager shall take into account whether the leave, if granted, will serve to benefit the Employer either directly or indirectly should the Employee return to active employment upon termination of the leave of absence.

Section 3 – Work Related injury or Illness

In the event that an Employee's absence from employment is alleged by the employee to be due to a work related injury or illness, the Employer shall have the right to require appropriate proof of the injury or illness and its origin.

ARTICLE XVII

MILITARY LEAVE

Any full time Employee who is a member of the National Guard or a reserve unit of any of the Armed Forces of the United States and is required to engage in field training which normally consists of not more than two weeks shall be granted a military leave of absence with pay for the period of such training. Such paid leave of absence shall not affect his vacation. Any

such full time Employee who is called to active duty shall be entitled to be made whole for the difference between military pay received and regular salary, including longevity and holiday pay, received from the Township during such period of active duty honorable service. Such employee shall cooperate with the Department to provide all necessary information concerning the call to active duty and the details of compensation while on active duty.

ARTICLE XVIII

MEDICAL AND HEALTH INSURANCE

Section 1

The Employer agrees to maintain medical insurance coverage in accordance with benefit levels that were in effect in 2001. The parties acknowledge that the current coverage is provided by Oxford and that this coverage satisfies the benefit levels required hereunder.

It is acknowledged that pursuant to law, the employer may seek health coverage from other providers as long as said coverage is the equivalent or better than the above plan. Employees hired on or after January 1, 2002 shall be provided "point of service" coverage by the Township and shall have the option of selecting other available coverage by paying the difference between the cost of "point of service" and the cost of such other insurance. Effective August 1, 2011 (provided open enrollment can be completed before that date) the Traditional Plan shall be eliminated. Should the Township elect to enroll in the New Jersey State Health Benefits Plan ("SHBP"), ~~the Township is bound by the equal to or better than requirement set~~ forth in this Section. If the benefits in the SHBP at the time that the Township enrolls meet the equal to or better than requirement but are subsequently reduced (through benefit level reductions or increased out-of-pocket costs or both) by any source (including the State and/ or the SHBP Commission), the Township is obligated to provide equal to or better than coverage by

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obtaining coverage from a different source or reimbursing unit members for any costs resulting from the reduction in benefit levels or increased out-of-pocket expenses. This requirement shall apply to retirees.

Effective July 1, 2015, Officer's health benefit premium contributions will be 20% of their health insurance premiums for their selected plan and will be deducted in the manner used as of January 1, 2015. The current contributions at the Chapter 78, P.L. 2011 levels will remain in effect until June 30, 2015.

Effective August 1, 2020, current employees will be enrolled in Direct 15. Health benefit premium contributions for officers enrolled in Direct 15 will be 25% of the Direct 15 health insurance premiums and will be deducted in the manner used as of January 1, 2015. For the period January 1, 2020 through July 31, 2020, current employees will continue to contribute 20% of the Direct 10 health insurance premium plus the difference between 25% of the premium for Direct 15 and 20% of the Direct 10 premium. Payments for the difference in health benefit contributions from January 1, 2020 until the retroactive wage payments are made shall be deducted from retroactive wage payments. Any unit member whose increased health benefit contribution exceeds their retroactive wage payment shall have the option to pay the additional amount in a lump sum or may pay in equal installments per paycheck with deductions to be completed by December 31, 2020. Employees shall have the option of selecting the Direct 10 plan but will be required to pay ~~the contribution of 25% of the Direct 15 plan plus the difference in cost between the Direct 15 plan~~ and the Direct 10 plan. Employees will not be required to pay more than the cost of the plan.

Employees hired after August 1, 2020 will be enrolled in the OMNIA health benefits plan. These employees shall have the option of selecting the Direct 15 or Direct 10 plan but will be required to pay the difference between the OMNIA health benefits plan and Direct 15 or Direct

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10. Current employees shall also have the option to enroll in the OMNIA health benefits plan. Health insurance premium contributions for employees enrolled in the OMNIA health benefits plan shall be 20% of their health insurance premiums. Employees hired on or before July 31, 2020 that select the OMNIA plan may return to the Direct 15 or Direct 10 plan at the next available reenrollment period and shall contribute 25% of the Direct 15 health insurance premiums and will be subject to the buy up if selecting the Direct 10 plan.

Section 2

The Employer agrees to maintain a full family dental plan equivalent to New Jersey Dental Service Plan III-A including orthodontic coverage. The Employer will have the right to continue to choose any carrier that provides such equivalent coverage.

Section 3

The Employer agrees to maintain a prescription plan from a company of its choice. The cost to the Employee for both retail (30 days or 100 units) and mail order (90 days) will be:

Ten Dollars (\$10.00) Generic
Twenty Dollars (\$20.00) Name brand preferred
Thirty Dollars (\$30.00) Name brand non-preferred

If a prescription for a name brand drug is listed as dispensed as written and medical necessity is provided by a doctor (for both preferred and non-preferred) or if no generic is available, the co-pay shall be Twenty dollars (\$20.00) per prescription.

~~The Township will provide the Association with a list of non-preferred drugs on an~~
annual basis.

Each member of the Association agrees to sign any and all application forms from the major medical carrier so that the Township can submit these forms for reimbursement due for funds that have already been paid, once the deductible amount has been achieved.

Section 4

All employees who retire or who have retired, pursuant to New Jersey Police and Firemen's Pension System statutes, will receive at the Township's cost (unless otherwise required by law) medical insurance for retired members subject to the following condition:

(A) If the retiree is covered by any other medical insurance from any source, then the Township shall not have any obligation during such period of this coverage.

(B) This benefit includes prescription insurance.

(C) Coverage under this section shall be provided for the retiree, spouse, and dependents eligible under State Health Benefits Program definition for dependent coverage.

(D) Coverage will continue only until the death of the retiree, or when the retiree reaches Medicare eligibility, whichever occurs first. At such time, all medical coverage shall cease for the retiree, spouse and/or dependents

Section 5 Florance J. O'Sullivan Memorial Provision - In the event that an Officer dies while on duty or as a result of an on-duty incident, his or her spouse and dependents shall continue to receive medical insurance as set forth herein and shall not cease until they become eligible for Medicare.

ARTICLE XIX

LEGAL DEFENSE OF EMPLOYEES

Section 1 – Criminal or Quasi-Criminal Charges

The Employer agrees to provide the necessary means for the defense of any Employee charged with a criminal or quasi-criminal offense arising out of or incidental to the performance of his duties, provided that if the complaint is instituted on behalf of the Township and the

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Employee is found guilty of the charge, the Employee will be required to bear the expense of his own legal defense.

Section 2 – Civil indemnification

Consistent with the provision of N.J.S.A. 40A:14-155, the Employer agrees to indemnify the Employees who are defendants in civil actions arising out of their employment and to provide for legal expenses connected with the defense of such suits irrespective of outcome. If any such employee is a plaintiff or otherwise asserts a claim in civil action arising out of or connected with his/her employment, whether such claim is against the Township or any of its employees or agents or against any other person or entity, the Township of Scotch Plains shall have no responsibility for indemnification or payment of legal expense.

ARTICLE XX

EQUIPMENT

Section 1 – Working Equipment

(A) The Employer agrees to furnish each new Police Officer with the following equipment, all of which will be either new or in good working order; hand gun, holster, gun belt, handcuffs with case, night stick with holders, mace with holder, the appropriate amount of ammunition, breast and hat shields.

(B) The Employee agrees to provide routine maintenance for each of these items so as to keep them in good working order. However, the Employer recognizes that the proper performance of the Police function is dependent upon the availability of the above equipment in good repair and the Employer therefore agrees to replace any of the above items as they become non-functional as determined by the Chief of Police.

(C) Upon termination of the employment relationship between the Employer and an

individual member of the Association, the member is to return all of the above equipment, in whatever condition it is at the time, to the Employer.

Section 2 – Clothing Issue

(A) The Employer also agrees to provide the following clothing items in new condition to each new Officer: Uniform hat, one (1) pair of medium weight pants, one (1) tie, two (2) shirts, winter jacket, summer jacket, raincoat, as well as all other clothing, equipment, accessories and tools for both Class A and Class B uniforms, as set forth in the current uniform policies.

(B) The individual Employee accepts the responsibility of maintaining these clothing items in good condition and replacing them when damaged or worn out through normal wear and tear. If an item of clothing or equipment (including eyeglasses and watches) is damaged while the Employee is engaged in the performance of his duties as a Police Officer, the Employer agrees to either replace that item or reimburse the Employee for its replacement cost. Covered claims shall not include damage caused by negligence or inadvertence of the Employee seeking to be reimbursed as determined by the Chief of Police. In order to be covered, the damage must result from a single reported incident and shall not arise from normal wear and use.

Section 3 – Clothing Allowance

Each Employee will continue to receive an annual clothing allowance of Six hundred ~~Twenty-Five (\$625.00) Dollars for the replacement of work uniforms worn out through normal~~ wear and tear. Officers assigned to plain clothes work duty may use this amount to purchase civilian clothing.

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Section 4 – Maintenance Allowance

Each Employee shall receive an annual maintenance allowance of Two Hundred Twenty-Five (\$225.00) Dollars for the laundering of work uniforms and for incidental costs attendant to routine maintenance of equipment issued by the Employer, e.g., gun cleaning equipment, leather preservative, brass polish, etc.

Effective January 1, 2012, the clothing and maintenance allowance shall be Nine Hundred Fifty (\$950.00) Dollars per annum.

Effective January 1, 2013, the clothing and maintenance allowance shall be One Thousand (\$1,000.00) Dollars per annum.

The clothing and maintenance allowance shall be paid to the Employees no later than May 1 of the year in which it is due. Effective January 1, 2012, payment will be made by a separate check. The Township will report the allowances as W-2 wages.

Section 5 – Clothing and Maintenance Allowance for New Employees

A new Employee shall be entitled to a pro-rata share of both the clothing and maintenance allowances to be computed beginning at the completion of his probationary period. Any Employee not employed by the Township for an entire calendar year shall also be entitled to a pro-rata share of clothing and maintenance allowances.

ARTICLE XXI

BULLETIN BOARDS

Subject to prior approval of the Chief of Police, which approval shall not be unreasonably withheld, the Township shall permit the Association reasonable use of a bulletin board in Headquarters for the posting of notices concerning Association business and activities and concerning matters dealing with the welfare of the Employees.

ARTICLE XXII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any other 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.

ARTICLE XXIII

FULLY BARGAINING PROVISIONS

Section 1

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. The parties acknowledge that during negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter ~~referred to or covered in this Agreement, or with respect to any matter or subject not specifically~~ referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 2

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Section 3

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XXIV

POLICE DEPARTMENT SAFETY COMMITTEE

The parties hereby agree to establish a health and safety committee which shall meet and confer about health and safety matters affecting the Employees covered by this Agreement. Such committee shall have no binding authority, but may make recommendations regarding the safety of the Employees.

Said committee shall be comprised of up to two (2) members of the PBA and the Chief of Police or his designee. The committee shall meet periodically, when necessary, at a mutually convenient time and place. Any person may submit suggestions to the committee members either orally or in writing.

ARTICLE XXV

CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Township will permit at least one (1) uniformed off duty Police Officer of the Township to participate in funeral service for the said deceased Officer.

Subject to the availability of same, the Township will permit a Township Police vehicle to be utilized by the members in the funeral service.

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

ARTICLE XXVI

PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the Office of the Chief of Police and may be used for evaluation purposes by the Police, Township Manager and/or Governing Body.

Upon advance notice and at reasonable times, during normal office hours, any member of the Police Department may at any time during his off duty hours review his personnel file. However, this appointment or review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, the Officer shall be notified and shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

ARTICLE XXVII

RULES AND REGULATIONS COMMITTEE

The parties agree to formulate a Rules and Regulations Committee composed of representative from both the Employer and the Association. The specific purpose of this Committee is to meet and review the current Rules and Regulations with regard to updating and

modifying the current text. Such committee shall have no binding authority, but may make recommendations regarding the rules and regulations of the Department.

ARTICLE XXVIII

BEREAVEMENT LEAVE

Employees can receive up to 3 consecutive calendar days leave of absence for each death of an employee's relative. Bereavement Leave shall not extend beyond 3 consecutive calendar days immediately following the death of a family member. Three days leave of absence will be allowed for a spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, and grandchildren. Two days leave of absence will be allowed for a brother-in-law, sister-in-law, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave.

An employee requiring additional leave may use vacation, personal or compensatory time to extend Bereavement Leave.

ARTICLE XXIX

EDUCATION INCENTIVE

Any bargaining unit member who has successfully attained the below listed degree shall receive an education stipend during each calendar year as follows:

| | |
|--------------------|------------|
| Associate's Degree | \$ 600.00 |
| Bachelor's Degree | \$ 900.00 |
| Master's Degree | \$1,200.00 |

Officers with less than 10 years' experience at the commencement of this contract must have their degree completed by the end of their fifteenth year of service to be eligible.

Officers with more than 10 years' experience at the commencement of this contract may obtain a degree at any time to receive the stipend.

The Education stipend will be paid in a separate check in November of each year.

The institution granting the degree must be fully accredited by one of the six major regional accrediting institutions – Middle States Commission on Higher Education (MSCHE), New England Association of Schools and Colleges Commission on Higher Education (NEASC-CHE), North Central Association of Colleges and Schools, the Higher Learning Commission (NCA-HLC), Southern Association of Colleges and Schools (SACS), or the Western Association of Schools and Colleges – Accrediting Commission for Community and Junior Colleges (ACCJC-WASC).

ARTICLE XXX

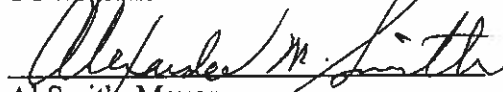
TERM

This Agreement shall have a term from January 1, 2020 to December 31, 2024. If a successor agreement is not executed by December 31, 2024, then this Agreement shall continue in full force and effect until a successor agreement is executed. All negotiations shall be commenced pursuant to the time periods of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 29th day of May 2020.

ATTEST:

TOWNSHIP OF SCOTCH PLAINS

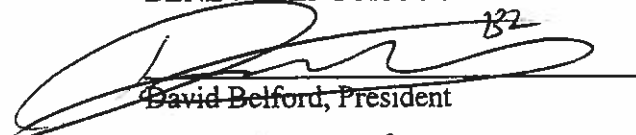

Al Smith, Mayor

ATTEST:


Alexander Mirabella, Township Manager

ATTEST:

SCOTCH PLAINS PATROLMEN'S
BENEVOLENT ASSOCIATION


David Belford, President

ATTEST:


Chris Ostrowski, State Delegate

SCHEDULE A-1
SALARIES

| RANK | 1/1/2020 | 1/1/2021 | 1/1/2022 | 1/1/2023 | 1/1/2024 |
|----------------------|---------------|---------------|---------------|---------------|---------------|
| Academy Rate | \$ 38,839.18 | \$ 39,810.16 | \$ 40,805.41 | \$ 41,825.55 | \$ 42,871.18 |
| Probationary Officer | \$ 46,606.58 | \$ 47,771.74 | \$ 48,966.03 | \$ 50,190.18 | \$ 51,444.94 |
| 1st Year | \$ 85,534.97 | \$ 87,673.34 | \$ 89,865.18 | \$ 92,111.81 | \$ 94,414.60 |
| 2nd Year | \$ 90,553.32 | \$ 92,817.15 | \$ 95,137.58 | \$ 97,516.02 | \$ 99,953.92 |
| 3rd Year | \$ 96,475.69 | \$ 98,887.58 | \$ 101,359.77 | \$ 103,893.76 | \$ 106,491.11 |
| 4th Year - Max | \$ 106,046.78 | \$ 108,697.95 | \$ 111,415.39 | \$ 114,200.78 | \$ 117,055.80 |
| Police Sergeant | \$ 116,305.41 | \$ 119,213.04 | \$ 122,193.37 | \$ 125,248.20 | \$ 128,379.41 |
| Police Lieutenant | \$ 126,061.43 | \$ 129,212.96 | \$ 132,443.29 | \$ 135,754.37 | \$ 139,148.23 |
| Police Captain | \$ 135,395.37 | \$ 138,780.25 | \$ 142,249.76 | \$ 145,806.00 | \$ 149,451.15 |

*Assignment to Detective and Computer Bureau - \$1,600 additional pay

**All salary increases retroactive to January 1, 2020

Bargaining unit members hired after January 1, 1993 who are hired for basic police academy training, shall be compensated at the "Academy Rate" for the first six (6) months of employment. Compensation for the balance of the first year shall be at the "Probationary Officer" rate. These stated pay rates, "Academy Rate" and "Probationary Officer," are designations intended for compensation purposes only. The statutory rights of the parties with respect to probationary periods for new employees shall not be affected by this rate of compensation change.

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SCHEDULE A-2
SALARIES
(Wage Scale for Employees Hired After 3/14/99)

| RANK | 1/1/2020 | 1/1/2021 | 1/1/2022 | 1/1/2023 | 1/1/2024 |
|----------------------|---------------|---------------|---------------|---------------|---------------|
| Academy Rate | \$ 38,839.18 | \$ 39,810.16 | \$ 40,805.41 | \$ 41,825.55 | \$ 42,871.18 |
| Probationary Officer | \$ 46,606.58 | \$ 47,771.74 | \$ 48,966.03 | \$ 50,190.18 | \$ 51,444.94 |
| 1st Year | \$ 63,934.19 | \$ 65,532.55 | \$ 67,170.86 | \$ 68,850.13 | \$ 70,571.38 |
| 2nd Year | \$ 74,733.49 | \$ 76,601.83 | \$ 78,516.87 | \$ 80,479.79 | \$ 82,491.79 |
| 3rd Year | \$ 85,534.97 | \$ 87,673.34 | \$ 89,865.18 | \$ 92,111.81 | \$ 94,414.60 |
| 4th Year | \$ 90,553.32 | \$ 92,817.15 | \$ 95,137.58 | \$ 97,516.02 | \$ 99,953.92 |
| 5th Year | \$ 96,475.69 | \$ 98,887.58 | \$ 101,359.77 | \$ 103,893.76 | \$ 106,491.11 |
| 6th Year | \$ 106,046.78 | \$ 108,697.95 | \$ 111,415.39 | \$ 114,200.78 | \$ 117,055.80 |
| Police Sergeant | \$ 116,305.41 | \$ 119,213.04 | \$ 122,193.37 | \$ 125,248.20 | \$ 128,379.41 |
| Police Lieutenant | \$ 126,061.43 | \$ 129,212.96 | \$ 132,443.29 | \$ 135,754.37 | \$ 139,148.23 |
| Police Captain | \$ 135,395.37 | \$ 138,780.25 | \$ 142,249.76 | \$ 145,806.00 | \$ 149,451.15 |

*Assignment to Detective and Computer Bureau - \$1,600 additional pay

**All salary increases retroactive to January 1, 2020

Bargaining unit members who are hired for basic police academy training, shall be compensated at the "Academy Rate" until the candidate graduates successfully from the police academy. Compensation for the next twelve (12) months after graduation from the academy shall be at the "Probationary Officer" rate. These stated pay rates, "Academy Rate" and "Probationary Officer," are designations intended for compensation purposes only. The statutory rights of the parties with respect to probationary periods for new employees shall not be affected by this rate of compensation change.

SCHEDULE A-3
SALARIES
(Wage Scale for Employees Hired On or After 1/01/06)

| RANK | 1/1/2020 | 1/1/2021 | 1/1/2022 | 1/1/2023 | 1/1/2024 |
|----------------------|---------------|---------------|---------------|---------------|---------------|
| Academy Rate | \$ 38,839.18 | \$ 39,810.16 | \$ 40,805.41 | \$ 41,825.55 | \$ 42,871.18 |
| Probationary Officer | \$ 46,606.58 | \$ 47,771.74 | \$ 48,966.03 | \$ 50,190.18 | \$ 51,444.94 |
| 1st Year | \$ 55,249.71 | \$ 56,630.96 | \$ 58,046.73 | \$ 59,497.90 | \$ 60,985.35 |
| 2nd Year | \$ 63,934.19 | \$ 65,532.55 | \$ 67,170.86 | \$ 68,850.13 | \$ 70,571.38 |
| 3rd Year | \$ 74,733.49 | \$ 76,601.83 | \$ 78,516.87 | \$ 80,479.79 | \$ 82,491.78 |
| 4th Year | \$ 85,536.06 | \$ 87,674.46 | \$ 89,866.32 | \$ 92,112.98 | \$ 94,415.80 |
| 5th Year | \$ 90,553.32 | \$ 92,817.15 | \$ 95,137.58 | \$ 97,516.02 | \$ 99,953.92 |
| 6th Year | \$ 96,486.56 | \$ 98,898.72 | \$ 101,371.19 | \$ 103,905.47 | \$ 106,503.11 |
| 7th Year | \$ 106,046.78 | \$ 108,697.95 | \$ 111,415.40 | \$ 114,200.78 | \$ 117,055.80 |
| Police Sergeant | \$ 116,305.41 | \$ 119,213.04 | \$ 122,193.37 | \$ 125,248.20 | \$ 128,379.41 |
| Police Lieutenant | \$ 126,061.43 | \$ 129,212.96 | \$ 132,443.29 | \$ 135,754.37 | \$ 139,148.23 |
| Police Captain | \$ 135,395.37 | \$ 138,780.25 | \$ 142,249.76 | \$ 145,806.00 | \$ 149,451.15 |

*Assignment to Detective and Computer Bureau - \$1,600 additional pay

**All salary increases retroactive to January 1, 2020

Bargaining unit members who are hired for basic police academy training, shall be compensated at the "Academy Rate" until the candidate graduates successfully from the police academy. Compensation for the next twelve (12) months after graduation from the academy shall be at the "Probationary Officer" rate. These stated pay rates, "Academy Rate" and "Probationary Officer," are designations intended for compensation purposes only. The statutory rights of the parties with respect to probationary periods for new employees shall not be affected by this rate of compensation change.

SCHEDULE A-4
SALARIES
(Wage Scale for Employees Hired On or After 7/1/11)

| RANK | 1/1/2020 | 1/1/2021 | 1/1/2022 | 1/1/2023 | 1/1/2024 |
|----------------------|---------------|---------------|---------------|---------------|---------------|
| Academy Rate | \$ 38,839.18 | \$ 39,810.16 | \$ 40,805.41 | \$ 41,825.55 | \$ 42,871.19 |
| Probationary Officer | \$ 46,606.58 | \$ 47,771.74 | \$ 48,966.04 | \$ 50,190.19 | \$ 51,444.94 |
| 1st Year | \$ 55,970.98 | \$ 57,370.25 | \$ 58,804.51 | \$ 60,274.62 | \$ 61,781.48 |
| 2nd Year | \$ 62,229.50 | \$ 63,785.24 | \$ 65,379.87 | \$ 67,014.36 | \$ 68,689.72 |
| 3rd Year | \$ 68,489.11 | \$ 70,201.34 | \$ 71,956.37 | \$ 73,755.28 | \$ 75,599.16 |
| 4th Year | \$ 74,748.72 | \$ 76,617.44 | \$ 78,532.87 | \$ 80,496.20 | \$ 82,508.60 |
| 5th Year | \$ 81,008.33 | \$ 83,033.54 | \$ 85,109.38 | \$ 87,237.11 | \$ 89,418.04 |
| 6th Year | \$ 87,267.94 | \$ 89,449.64 | \$ 91,685.88 | \$ 93,978.03 | \$ 96,327.48 |
| 7th Year | \$ 93,527.55 | \$ 95,865.74 | \$ 98,262.39 | \$ 100,718.95 | \$ 103,236.92 |
| 8th Year | \$ 99,787.17 | \$ 102,281.84 | \$ 104,838.89 | \$ 107,459.86 | \$ 110,146.36 |
| 9th Year | \$ 106,046.78 | \$ 108,697.95 | \$ 111,415.39 | \$ 114,200.78 | \$ 117,055.80 |
| Police Sergeant | \$ 116,305.40 | \$ 119,213.04 | \$ 122,193.37 | \$ 125,248.20 | \$ 128,379.41 |
| Police Lieutenant | \$ 126,061.43 | \$ 129,212.97 | \$ 132,443.29 | \$ 135,754.37 | \$ 139,148.23 |
| Police Captain | \$ 135,395.37 | \$ 138,780.25 | \$ 142,249.76 | \$ 145,806.00 | \$ 149,451.15 |

* Assignment to Detective and Computer Bureau - \$1,600 additional pay

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Bargaining unit members who are hired for basic police academy training, shall be compensated at the "Academy Rate" until the candidate graduates successfully from the police academy. Compensation for the next twelve (12) months after graduation from the academy shall be at the "Probationary Officer" rate. These stated pay rates, "Academy Rate" and "Probationary Officer," are designations intended for compensation purposes only. The statutory rights of the parties with respect to probationary periods for new employees shall not be affected by this rate of compensation change.

Explanation: Resolution Adopting the Memorandum of Agreement and Authorizing the Administration to Execute a 2020-2024 Collective Negotiation Agreement which Incorporates the Changes Set Forth in the MOA into the New Collective Negotiation Agreement Between the Township of Scotch Plains and P.B.A. Local #87.

TOWNSHIP OF SCOTCH PLAINS

RESOLUTION NO. 2020-90

WHEREAS, the Township of Scotch Plains (“Township”) and PBA Local 87 representing the Police negotiations unit (“Union”) engaged in negotiations for a successor Collective Negotiation Agreement (“Agreement”); and

WHEREAS, the Township and the Union have agreed to the terms and conditions set forth in a Memorandum of Agreement (“MOA”); and

WHEREAS, the committees for the Township and PBA Local 87 unanimously agree to recommend this agreement for ratification and approval; and

WHEREAS, the Township wishes to approve the terms contained in the MOA and incorporate this MOA into a successor agreement for the term January 1, 2020-December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Scotch Plains, within the County of Union, State of New Jersey, as follows:


- 1) That the Township hereby accepts and approves the terms contained in the MOA and incorporate this MOA into a successor agreement with the Union in substantially the same form as attached hereto;
- 2) The Mayor is authorized to execute the successor collective negotiations agreement on behalf of the Township;
- 3) This Resolution shall take effect immediately.

Dated: May 12, 2020

RECORD OF VOTE

| COUNCILMEMBER | YES | NO | NV | AB | COUNCILMEMBER | YES | NO | NV | AB |
|-------------------|---------|------------|----|---------------|---------------|-------|----|----|----|
| LOSARDO | X | | | | WHITE | X | | | |
| SPELA | X | | | | MAYOR SMITH | X | | | |
| STAMLER | X | | | | COMMENT | | | | |
| MOTION | LOSARDO | | | | SECOND | SPELA | | | |
| X- INDICATES VOTE | | AB- ABSENT | | NV-NOT VOTING | | | | | |

Certified copy of a resolution adopted
at a regular meeting of the Township
Council of the Township of Scotch Plains,
Union County, New Jersey on

— May 12, — 2020

Bozena Lacina, RMC
Municipal Clerk