



**MEMORANDUM OF AGREEMENT**

**BETWEEN**

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

**AND**

**KINNELON PBA LOCAL #341  
(Patrolman and Sergeants)**

**JANUARY 1, 2005 THROUGH DECEMBER 31, 2007**

**Item 1. Management Rights**

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

1. To the executive management and administrative control of the Borough Government its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

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

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

**Item 2. Wages and/or Compensation**

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

	<u>January 1, 2005</u>	<u>January 1, 2006</u>	<u>January 1, 2007</u>
<u>Probationary</u>			
w/o Training	\$36,754.87	\$38,960.17	\$41,297.78
w/raining after 6 mos.	\$41,913.45	\$44,428.26	\$47,093.95
<u>Patrolmen</u>			
2 <sup>nd</sup> year	\$49,566.16	\$52,540.13	\$55,692.54
3 <sup>rd</sup> year	\$55,658.35	\$58,997.85	\$62,537.73
4 <sup>th</sup> year	\$61,750.51	\$65,455.54	\$69,382.88
5 <sup>th</sup> year	\$67,842.67	\$71,913.23	\$76,228.03
6 <sup>th</sup> year	\$73,934.85	\$78,370.94	\$83,073.20
<u>Sergeants:</u>	\$78,128.36	\$82,816.06	\$87,785.03

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

Detective: Detective differential is calculated as one half the difference between the Sergeants salary and the sixth year patrolmen's salary. This differential is to be paid in equal payments on June 1 and December 1.

### **Item 3. College Degree**

A. Any new or current employee who is hired with or achieves an Associates Degree or equivalent credits therefore in Police Science or Criminal Justice, will receive \$1,300.00 each year in addition to his/her wages as set forth herein for the remainder of his/her employment as a police officer with the Borough of Kinnelon.

B. Any new or current employee who is hired with or achieves a Bachelors Degree or equivalent credits therefore in Police Science or Criminal Justice, will receive \$1,550.00 each year in addition to his/her wages as set forth herein for the remainder of his/her employment as a police officer with the Borough of Kinnelon.

Payment of the above will be made on June 1<sup>st</sup>.

### **EDUCATIONAL INCENTIVE PROGRAM**

This program is provided as an educational incentive and in no way is it intended to be construed as a salary supplement. Employees covered under this Agreement are encouraged to participate in self-development consistent with and specific to their particular duties and responsibilities as they relate to police work. In keeping with the split and intent of this program, the following provisions apply:

A. In order to be eligible under this program, all employees entering the force after January 1, 1976, must enter an accredited two-year college and pursue a course of study leading to an Associate Degree or Bachelors Degree in Police Science or Criminal Justice.

B. All police officers must satisfactorily complete their course of study for a two-year Degree in Police Science or Criminal Justice within a six year period commencing on the date they enter the program.

C. All police officers must satisfactorily complete their course of study for a four-year Bachelors Degree in Police Science or Criminal Justice within a twelve year period commencing on the date they enter the program.

D. Payment for books and/or tuition will be the responsibility of the employee. The Borough will assume no responsibility for these or related costs or any portion thereof.

E. The financial incentive for college credits earned under the foregoing provisions of this Agreement will be as follows:

1 to 20	\$0
21 to 32	\$220.00 per year
33 to 43	\$330.00 per year
44 to 53	\$660.00 per year
54 to the Associate Degree	\$825.00 per year

Educational incentive payments shall be made in full on June 1st of each year.

F. Present payment level will be continued for those employees at an intermediate point until attaining the next plateau.

G. No employee, without written consent of the Chief, shall be permitted to participate in any specialized schooling or seminars beyond those set by the Chief of Police. Subject to the Chiefs prior approval, tuition, mileage expenses, necessary equipment; clothing & meal and room expenses shall be reimbursed by the Borough.

#### **Item 4. Longevity**

In addition to the foregoing, there shall be a lump sum longevity payment to each qualified employee paid as set forth below beginning calendar year 1999. The longevity payment does not become part of the base salary.

Longevity to be paid December 1<sup>st</sup> of each year.

#### **YEARS OF SERVICE**

First day, 7 <sup>th</sup> year but less than 12 years	\$500.00
First day 12 <sup>th</sup> year but less than 17 years	\$600.00
First day 17 <sup>th</sup> year but less than 23 years	\$700.00
First day of 23 <sup>rd</sup> year and up	\$800.00

#### **Item 5. Overtime**

A. Work Week and Work Day. For the purpose of time-keeping and payroll calculations, the work week is Sunday through Saturday and the work day, except where otherwise specified, is the twenty-four (24) hour period commencing with the employee's normal starting time.

B. Overtime shall be paid to all police officers covered by this Agreement when he/she is required to work for more than one-half (1/2) hour after completion of his/her regular tour of duty, when he/she is required to work on a regularly scheduled day off, to appear in Superior,

County, Municipal or other court, on official business during other than his/her regularly scheduled duty time, (Guarantee for court time: Municipal Court-1 hour, County and Superior Court -2 hours at overtime rate), when he/she is required to commence work prior to one-half (1/2) hour prior to commencement of his/her regular tour duty, or when called in to perform Breathalyzer tests (guarantee for Breathalyzer time: 2 hours). The Chief of Police shall determine circumstances resulting from shortages in personnel in the department caused by vacancies, sickness, injury, or taking of accrued vacation. Call in of officers for overtime shall be made by the Chief or his/her designee.

C. The following shall not constitute overtime for which overtime pay shall be paid: Preparation for regular tour of duty.

D. Overtime schedules shall be developed by the Chief of Police in a manner to provide for the most efficient operation of the department, and to distribute overtime as fairly as possible among the personnel entitled to the same. The Chief of Police shall also develop an efficient system for court time to provide for a scheduling of court time during regular tours of duty, and to establish a registry system for accounting other than municipal court time.

E. All applicable overtime shall be computed at one and one-half (1-1/2) times the hourly rate and paid hi-weekly.

F. Regular police officers shall be afforded the opportunity for overtime work before special police officers are utilized.

## **Item 6. Holidays**

A. The Borough agrees to provide twelve (12) paid holidays to each employee, covered by this Agreement, who shall be paid for eight (8) hours at their regular rate of pay or take compensatory time off equal to eight (8) hours for a holiday for which they work (subject to the requirements of the Fair Labor Standards Act and the regulations adopted thereunder), provided that said employee makes arrangements for another employee to cover his/her shift and furthermore subject to the approval of the Chief of Police.

B. The designated holidays are:

New Year's Day  
Presidents Day  
Good Friday (half day)  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Election Day

Veteran's Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Eve (half day)  
 Christmas Day

C. In addition to holiday pay of eight (8) hours, employees covered under this agreement who are required to work on a designated Borough holiday or only part thereof will be compensated at one and one-half (1-1/2) times their regular rate for all hours worked on a holiday and will be permitted to take compensatory time off for the actual number of hours worked on said holiday (subject to the requirements of the Fair Labor Standards Act and the regulations adopted thereunder), provided that said employee makes arrangements for another employee to cover his/her shift and furthermore subject to the approval of the Chief of Police.

D. If a holiday falls on the regular day off for the employee, he/she would be entitled to receive compensatory time equal to eight (8) hours (subject to the requirements of the Fair Labor Standards Act and the regulations adopted thereunder), provided that said employee makes arrangements for another employee to cover his/her shift and furthermore subject to the approval of the Chief of Police.

E. Employees may choose to accumulate holiday pay by requesting that it be held by the Borough until payment is requested by the employee. However, all accumulated holiday pay must be paid by the end of a given calendar year. No accumulated pay may be held over into the next calendar year.

**Item 7. Vacation**

A. All employees covered under this Agreement

After 6 months to 12 months	5
From the 1 <sup>st</sup> day of the 13 <sup>th</sup> month to <u>60 complete months</u>	10
From the 1 <sup>st</sup> day of the 61 <sup>st</sup> month to <u>120 complete months</u>	15
From the 1 <sup>st</sup> day of the 121 <sup>st</sup> month to <u>240 complete months</u>	20
Upon the 1 <sup>st</sup> day of the <u>241<sup>st</sup> month</u>	25

952 hours worked out of 2080

←————→

257 <sup>+15</sup> 39

B. Vacations are to be in effect from January 1 to December 31 and are granted on a calendar

year basis for employees who remain on the payroll continuously and without interruption for the requisite number of years

C. Vacations must be taken during the current calendar year at such time as permitted or directed by the Chief of Police, unless the Chief determines it may not be taken due to pressure of work, EXCEPT THAT, unused vacation days, to maximum of ten (10) maybe carried into the next calendar year or may, at the option of the employee, be turned in for payment at the end of the current year, In the event the employee desires to utilize the carry-over vacation days for an extended vacation beyond ten (10) work days in duration, sixty (60) days prior notice to the Chief of Police shall be required, which may be waived by the Chief for sufficient cause.

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

#### **Item 8. Sick Leave**

A. All employees covered under this Agreement will be entitled to sick leave with pay based on their aggregate years of service. This sick leave or any accumulation of it is to be used for illness only. Any abuse of this benefit and/or excessive absenteeism will be considered cause for disciplinary action.

B. After the first year of employment, all full-time employees shall be entitled to fifteen (15) days sick leave per year for each year of service.

C. One hundred forty-five (145) days of unused sick leave maybe accumulated from year to year.

D. Commencing January 1, 1982, and after said full-time employee has accumulated the maximum 145 days provided for in the immediately preceding subsection C of this item 8, each full-time employee may accumulate his/her entire unused sick leave in any calendar year commencing in 1982 in addition to the 145 days above mentioned, PROVIDED HOWEVER, that said employee shall only be permitted to so accumulate if he/she has not used more than five sick days of sick leave in that particular calendar year. For illustrative purposes, if on January 1, 1987 a full-time employee has previously accumulated 140 days sick leave and in calendar year 1987 takes five (5) sick days, he/she shall be permitted to accumulate 10 days sick leave for a total on December 31, 1987 or 150 days accumulated sick leave. Had said employee taken 6 sick days in calendar year 1987, he/she would be permitted to accumulate only five (5) of the 9 unused 1987 sick days to bring him to the

maximum 145 days on December 31, 1987. Said employee would be unable to accumulate beyond 145 days in 1987 since he/she had used in 1987 in excess of the five sick days limit.

Provided that the employee complies with the notice requirements set forth below, at the time of his/her retirement, each full-time employee, at said employee's option shall be entitled EITHER A) to receive from the Borough a lump sum payment equal to fifty percent (50%) of the total value of his/her accumulated unused sick leave, said value being calculated at the employee's regular rate of pay at the time of his/her retirement or B) to take compensatory time equal to fifty percent (50%) of the total value of his/her accumulated, unused sick leave; with each accumulated day of unused sick leave equal to eight (8) hours (subject to the requirements of the Fair Labor Standards Act and the regulations adopted thereunder). The employee shall be required to give to the Chief of Police and the Borough Clerk written notification of the option said employee has selected and the date of retirement not later than January 1 of the year preceding the year of retirement For illustrative purposes, if the employee desires to retire on January 15 of 1988, he/she must give notice of that date and the option chosen by January 1, 1987.

E. In the event that records are unavailable to ascertain whether a particular full-time employee has reached the 145 days maximum of accumulated sick days, for each year that records are unavailable said employee shall be credited with the annual average number of sick days accumulated by said employee for the period during which records are available.

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

G. Reporting of Absence of Sick Leave:

1. If an employee is absent for reasons that entitle him/her to sick leave, the Chief of Police or his/her designee shall be notified prior to the employee's starting time.
2. Failure to so notify the Chief of Police or his/her designee may be cause of denial of the use of sick leave for that absence.
3. Absence without notice for five (5) consecutive days shall constitute a resignation.

H. Verification of sick leave:

1. An employee who shall be absent on sick leave for three (3) to five (5) consecutive working days shall be required to submit at the employee's option, acceptable medical evidence or a personal written note of the employee substantiating the illness; an employee absent on



sick leave in excess of five consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. Notwithstanding anything to the contrary the Borough may require proof of illness of an employee on sick leave at any time an absence is in question.

2. The Borough may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the Borough by a physician of the Borough's choice. Such examination shall establish whether the employee is capable of performing his/her normal duties.

### **Item 9. Anniversary Date**

The anniversary date for all permanently appointed employees shall be January 1 of the year hired for pay purposes only. Date of employment will be applicable for all other circumstances, e.g., vacation, retirement, longevity, etc.

### **Item 10. Clothing Allowance**

A. In addition to compensation and benefits listed heretofore, all employees covered under this Agreement will receive a sum of \$700.00 per year for the primary purpose of replacement and repairs of uniforms and secondary purpose of acquiring police oriented equipment as may be desired, subject to the Police Chiefs approval.

B. Accidental duty related damages to high replacement cost clothing items and mandatory equipment may be replaced by the Borough upon written request to the Police Committee, subject to their review and approval.

C. It is understood that all items included within the clothing allowance will be purchased through the Borough at the Borough's expense. No direct payment will be made to the employees.

### **Item 11. Health Benefits**

The Borough shall continue to provide, at no cost to the employee, the N.J. State Health Benefits Program protection for the employee and his/her family. All employees covered under this Agreement will receive a sum of \$100.00 per year for calendar years 2005, 2006 and 2007 for the purpose of acquiring, replacing or repairing prescription eyeglasses subject to the Police Chiefs approval.

Dental Plan- Effective February 1, 2004, or as soon thereafter as practicable, bargaining unit members shall be eligible for dental insurance in the Delta Dental Premier Program, with a maximum of \$1,500.00 annually and a waiver of the deductible for preventive and diagnostic services. The Borough shall pay the full cost of the premium for employees. The Borough shall pay 75% of the cost of the premium for the spouse or other dependents of the employee, should the employee request said coverage; the employee shall pay the remaining 25% of spouse/dependent coverage.

## **Item 12. Legal Defense**

The Borough shall provide legal defense to any police officer who is a defendant in any action arising out of or incidental to the performance of his/her duties in accordance with the provisions of N.J.S.A. 40A:15A55.

## **Item 13. Probationary Period**

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

## **Item 14. Retirement**

The New Jersey Police and Fire Pension Plan shall apply to retirement benefits in accordance with the law.

In the event that an employee resigns in good standing but does not retire pursuant to the rules and regulations of the Police and Fireman's Retirement Fund, the police officer shall be entitled to be paid for all unused vacation days, holidays and personal days and fifty percent (50%) of any unused sick days.

## **Item 15. Off-Duty Police Services**

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

## **Item 16. Personal Days**

Each full time employee covered under this agreement shall receive three (3) personal days per year. These personal days are non cumulative and may be taken for any reason whatsoever, subject to the prior approval of the Chief of Police.

## **Item 17. Grievance Procedure**

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

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

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

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

Step 4. -If the officer remains aggrieved after the completion of the aforementioned procedures, the Kinnelon PBA. Local #341 may, within 30 days of receipt of the written decision of the Borough Council, submit the grievance to arbitration. The arbitrator shall be secured by the parties under the rules of the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on the parties, with costs of the arbitrator to be borne equally by the parties. All other expenses shall be borne by the parties themselves.

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

B. The time limit specified in the Grievance Procedure shall be construed as

maximum. However, these may be extended upon mutual agreement between the parties.

C. A grievance must be presented at Step 1 within 15 days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not be thereafter considered a grievance under this Agreement.

D. Any employee may be represented at all stages of the Grievance Procedure by himself or, at his/her option, by a representative selected or approved by the Kinnelon P.B.A. Local #341. When an employee is not represented by the Kinnelon P.B.A. #341, the Kinnelon P.B.A. Local #341 shall have the right to be present and state its views at all stages of the Grievance Procedure.

### **Item 18. No Strike Pledge**

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement

B. In the event of a strike, slowdown, walkout, or other deliberate interference with normal work procedures, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Borough.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

### **Item 19. General and Miscellaneous**

A. The Borough shall maintain its insurance policy of false arrest insurance.

B. Any employees who are required to use their motor vehicles in the line of duty will be reimbursed at the prevailing rate established from time to time by the Borough, provided use of

the vehicle was authorized by the Chief of Police.

C. Each employee shall be provided with a one-half (1/2) hour paid meal period during his/her regular eight (8) hour tour of duty, subject to emergencies.

D. Each full-time employee covered under this agreement shall have the right to join and support recognized and bona fide law enforcement organizations such as the Police Benevolent Association, and the Traffic Officers Association.

**Item 20. Savings Clause**

In the event of any Federal or State legislation, governmental regulation, or Court decision causing invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect and the parties shall renegotiate concerning any such invalid provision.

**Item 21. Seniority**

A. For purposes of lay-off, recall from lay-off and vacation selection, seniority shall govern:

1. First by Seniority in rank.
2. And then by Seniority in Department.

B. In the event of lay-off, strict seniority within the rank affected by the lay-off shall be followed. The least senior employee in the rank shall be permitted to bump into the next lower rank and lower salary, and said bumping process shall continue until the least senior employee of the department shall first be laid-off Recall from lay-off shall be in the inverse order of lay-off.

C. During lay-off of regular police officers, the Borough shall not hire additional employees without first recalling a laid-off officer back to work, nor shall any such work be contracted out. Nevertheless, the Borough shall be permitted to utilize a Special Police Officer provided that the regular police officer who would otherwise be utilized hereunder is given a first opportunity to render such services.

**Item 22. Physical Examination**

Each employee shall undertake at the expense of the Borough a physical examination to be performed by a group of medical physicians of the Borough's selection.

Each employee will be required to comply with any recommendations made by the examining physician and the failure of an employee to follow the recommendations of said physician shall be the equivalent to the failure to follow a direct order of a superior officer and the employee shall be subject to appropriate disciplinary action.

Each employee shall sign an appropriate waiver and any other documentation necessary to direct the group of medical physicians to transmit a copy of a written medical report together with recommendations and supporting documentation and data to the Chief of Police.

A physical examination shall be taken every other year unless otherwise directed by the Chief.

### **Item 23. Bereavement**

In the event an employee sustains a death in his immediate family, he shall be provided with five working days leave from the date of death at no loss in pay. "Immediate family" shall be defined as parents, parents-in-law, spouse, children, brother, sister, or any member of the immediate household. The occurrence of a death for which bereavement time is granted herein during the employee's regularly scheduled vacation time shall not result in the loss of the benefit provided to the employee in this section.

In the event of the death of a relative not included above, the employee shall be given one (1) day off without loss in pay unless said employee is on vacation and does not return for the period of time from the date of death to the day of the funeral of said relative.

The Borough reserves the right to request a death certificate and proof of relationship.

### **Item 24. Fully Bargained Provisions**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### **Item 25. Repeal**

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

### **Item 26. Rules and Regulations**

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

**Item 27. Convention Leave**

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

**Item 28. Term of Agreement**

This Memorandum of Agreement, entered into on this day of February 4, 2005, between the Kinnelon Borough Mayor and Council and the members of the Kinnelon P.B.A. Local #341, excluding all ranks above Sergeant, covers the period January 1, 2005 through December 31, 2007, and until any revisions are mutually agreed upon.

KINNELON P.B.A. LOCAL #341

BOROUGH OF KINNELON  
MORRIS COUNTY, NEW JERSEY

By: Sgt. David McFadden

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

ATTEST:

ATTEST:

By: [Signature]

By: [Signature]

Sworn to and subscribed before me  
this 4 day of Feb 2005

Karen M. Iucile  
Notary Public of New Jersey  
My Commission Expires July 16, 2006