

Resolution 2015-55

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

**RATIFYING MEMORANDUM OF AGREEMENT WITH THE HIGHTSTOWN
SUPERIOR OFFICERS FOP LODGE 140 – FRATERNAL ORDER OF POLICE/NEW
JERSEY LABOR COUNCIL, FOR THE YEARS 2015, 2016, 2017, AND 2018, AND
AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING
AGREEMENT RELATING THERETO.**

WHEREAS, the Borough of Hightstown and the Hightstown Superior Officers FOP 140-Fraternal Order of Police/New Jersey Labor Council (the “FOP”) have negotiated a Memorandum of Agreement for the years 2015, 2016, 2017, and 2018; and

WHEREAS, a copy of the Memorandum of Agreement is attached hereto and made a part hereof; and

WHEREAS, the Memorandum of Agreement has been reviewed by all parties and ratified by the FOP; and

WHEREAS, the Memorandum of Agreement has been reviewed by the Borough’s legal counsel, and it is the desire of the Mayor and Council that it be approved, ratified and executed by the appropriate representatives of the Borough; and

WHEREAS, it is also the desire of the Mayor and Council to authorize the appropriate Borough Officials to execute a new Collective Bargaining Agreement (“CBA”) with the FOP for the years 2015, 2016, 2017, and 2018, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown as follows:

1. That the attached Memorandum of Agreement with the FOP for the years 2015, 2016, 2017, and 2018, which agreement is on file in the Borough Clerk’s office, is hereby approved and ratified.
2. That the Borough Administrator is hereby authorized to execute, and the Borough Clerk to attest, the attached Memorandum of Agreement with the FOP for the years 2015, 2016, 2017, and 2018.
3. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, a new CBA with the FOP for the years 2015, 2016, 2017, and 2018, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Hightstown Superior Officers FOP 140-Fraternal Order of Police/New Jersey Labor Council;
 - b. Henry Underhill, Borough Administrator; and
 - c. Elizabeth Garcia, Esq., Labor Counsel.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on January 20, 2015.


Debra L. Sopronyi
Borough Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN THE
BOROUGH OF HIGHTSTOWN
AND HIGHTSTOWN SUPERIOR OFFICERS FOP LODGE 140-
FRATERNAL ORDER OF POLICE LABOR COUNCIL**

The Borough of Hightstown (hereafter referred to as the "Borough") and the Hightstown Superior Officers FOP 140-Fraternal Order of Police/New Jersey Labor Council (hereafter referred to as the "FOP"), herewith enter into this Memorandum of Agreement this 2nd ^{FEBRUARY, 2015.} ~~Day of December, 2014.~~

WHEREAS, prior to February 14, 2014, the Police Superior Officers of the Borough of Hightstown were members of PBA Local 283 and covered under the Collective Bargaining Agreement (CBA) of PBA Local 283; and

WHEREAS, as a result of a Representation Petition submitted to the Public Employment Relations Commission (PERC) the Superior Officers of the Hightstown Police Department were certified and recognized by PERC as the Hightstown Superior Officers FOP 140; and

WHEREAS, the Superior Officers of the Hightstown FOP 140-Fraternal Order of Police/New Jersey Labor Council commenced negotiations with the Borough of Hightstown on a successor Collective Bargaining Agreement (CBA); and

NOW, THEREFORE, all Parties have reached Agreement on the following terms and conditions:

1. The duration of the newly negotiated CBA shall be from January 1, 2015 until December 31, 2018.
2. ARTICLE IV: Management Of Borough's Affairs, Section C will be deleted.

3. ARTICLE XI: SALARY. Section E- Pay At Higher Rank (New)

Whenever an Officer works in the Title of an Officer of higher rank, that Officer shall receive the salary of the higher rank after working in that position for a minimum of fifteen (15) consecutive working days.

4. ARTICLE XII: LONGENITY PAY: A. After twenty-four (24) years of service, Employees covered under this Agreement shall be paid \$ 4,400 longevity.

Any Officers hired after the signing of this Agreement will no longer receive longevity.

5. ARTICLE XIV: VACATIONS: All employees covered under this contract may sell back a maximum of one Hundred Seventy Five (175) hours of vacation per year and with the approval of the Chief of Police or his/her designee, may carry over Sixty (60) hours of vacation into the succeeding year.

6. ARTICLE XV: SICK LEAVE: All employees covered by this Agreement will accrue Ten (10) hours per month of sick leave. Employees may sell back, per year, up to One Hundred Twenty (120) hours so long as the employee has a minimum sick leave bank of Three Hundred Sixty (360) hours. Upon retirement, all employees may sell back any accumulated sick time to the Borough up to a maximum of Fifteen Thousand Dollars (\$15,000).

7. The newly agreed upon base salary for a Lieutenant will be as follows:

2015	2016	2017	2018
\$ 117,000	\$117,000	\$119,150	1% Increase.

In addition, the Lieutenant's 2015 salary will be retroactive to October 1, 2014.

The Lieutenant will not receive overtime for being on call.

Sergeants will receive the following increases to their base salaries:

2015 – 1%	2016 – 1%	2017 – 2%	2018 – 2%
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In addition to their base salary increases, in the event Hightstown Borough does not promote an officer to Police Chief, Sergeants will receive an on call stipend of \$ 2,500 per year to be divided equally among all Sergeants. If there is a Chief of Police, that amount will be reduced to \$1,500.00

This contract establishes a pay scale for the 4 years of the contract which has been approved by the bargaining unit and the Borough. As such the contract language requiring an 8.9% dif between top patrolman and sergeant shall not affect that pay scale until negotiated in subsequent contracts.

8. ARTICLE XXVII: REIMBURSEMENT FOR TUITION AND BOOKS

The current practice of including payment for college degrees into the base salary will cease. Payment for college degrees will be paid in one lump sum check the first pay in December of each year of this Agreement. Tuition reimburse payment will continue as written.

9. ARTICLE XXIII: USE OF PERSONAL VEHICLES

Whenever an Officer must use his/her personal vehicle for Police Department matters, he/she shall receive the current IRS rate for mileage.

10. ARTICLE XVIII: HOSPITAL AND MEDICAL INSURANCE

All Employees covered under this contract will contribute towards their medical benefits as prescribed by Chapter 78 of the New Jersey State Statutes.

11. ARTICLE XXI: PENSIONS

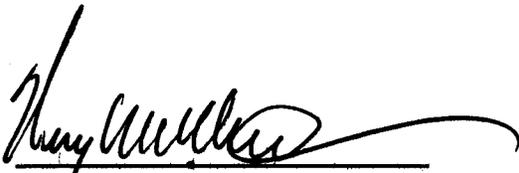
All employee pension contributions to the Police and Fire Pension System (PFRS) shall be as prescribed by New Jersey State Statute.

This Agreement signed this 4 day of Feb, 2015 by and between:

Borough of Hightstown:

Hightstown Superior Officers

Fraternal Order of Police Lodge 140:


Borough Representative


FOP 140 Representative

Attest:

Date:



2/4/15