

AGREEMENT

between

BOROUGH OF EAST NEWARK

and

EAST NEWARK BRANCH OF HARRISON
PATROLMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 22

EFFECTIVE: JANUARY 1, 2019 THROUGH DECEMBER 31, 2022

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SCHEDULE A

ARTICLE 1

SCOPE OF AGREEMENT AND BILL OF RIGHTS

Section 1. The Employer hereby recognizes the East Newark Branch of Harrison Patrolmen's Benevolent Association Local No. 22 as the sole and exclusive representative of all the employees or members of the Police Department of the Borough of East Newark, New Jersey, now employed or hereafter employed (hereinafter "Bargaining Unit"), except the Chief of Police, for the purpose of collective bargaining and all activities and processes relative thereto.

Section 2. This agreement shall govern all wages, hour and other conditions of employment herein set forth.

Section 3. This agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

Section 4. The parties hereto agree to the adoption of the following Bill of Rights for the benefit of the Bargaining Unit.

In the event member(s) of the Bargaining Unit is/are or may become the subject to or target of an investigation which may subject each member(s) to discipline or a disciplinary hearing, the parties agree that, for the purpose of insuring that the investigations are conducted in a manner which is conducive to good order and discipline, and protective of the rights of said member(s), the following rules are adopted:

(a) The member(s) shall be given written notice of the charges together with the name(s) of the complainant(s), a reasonable time before any interrogation takes place or written or oral reports are required.

(b) If an interrogation of a member(s) is to take place or if a member(s) is required to file a written or oral report, he/she shall be advised as to whether such interrogation or report is required of him/her as a witness or as a potential target of an investigation.

(c) If a charge is brought against a member(s), a hearing on the charge must be brought within sixty (60) days of the date the written notice of the charge is received by the member(s).

(d) If a member is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of his or her official police duties, the Borough shall provide the member with a choice of counsel for the defense of such action or proceeding but not for his or her defense in a disciplinary proceeding instituted against him by the Borough or in a criminal proceeding instituted as a result of a complaint on behalf of the Borough. Should the member not wish to avail himself of the counsel provided by the Borough, he may obtain counsel of his or her own choosing, provided, however, that the Borough shall not be obligated for legal fees at a rate in excess of those which would have been paid to the counsel provided by the Borough.

(e) The member(s) shall have the right to discovery and production of documents from the Employer without limitation.

(f) The member(s) shall have the right to refuse to take a polygraph or similar type of lie detector test, without fear of departmental discipline for such refusal.

(g) The member(s) shall have the right to refuse to testify at his/her disciplinary hearing without fear of departmental discipline for such refusal.

ARTICLE 2

COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Additional representatives of each party may participate in the in collective bargaining meetings. Unless otherwise designated in writing, the Mayor of the Borough of East Newark shall be the bargaining agent for the Employer and the President of the Union or the President's designee shall be the bargaining agent for the Union.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Employer or the Union.

Section 3. The Employer shall not enter into any contract with member(s) of the Bargaining Unit which in any way conflicts with the terms of this agreement and shall recognize only designated Union officials as official representatives of the Bargaining Unit.

Section 4 . Ordinarily, not more than four (4) additional representatives of each party shall participate in collective bargaining negotiation meetings and not more than two (2) representatives of the unions shall participate in the grievance procedure processes, unless otherwise mutually agreed to by the parties.

ARTICLE 3

CONDUCTING UNION BUSINESS ON EMPLOYER' S TIME

Section 1. The Employer agrees to grant necessary time off to members or representatives of the Bargaining Unit when said individuals are conducting official Union business during their regular working hours. There shall be no deduction of pay for Bargaining Unit representatives conducting such official business as to one member or representative in the case of either grievance procedure or collective negotiations.

Section 2. The employer agrees to grant the necessary time off without loss of pay to the members of the Bargaining Unit selected as delegates to attend any State or National Convention of the New Jersey Patrolmen' s Association.

Section 3. The employer shall permit members of the Bargaining Unit Negotiating Committee to attend collective bargaining meetings during the duty hours of the member; however, only two (2) members of such committee shall be permitted to attend such meetings without loss of pay.

ARTICLE 4

UNION SECURITY AND PAST PRACTICES

Section 1. Past practices mean those customs and practices that explain and relate to the terms and conditions of employment that are set forth in this Agreement. Except as to the clauses of the prior contract, which are modified by this Agreement, all such practices shall be maintained at not less than the highest standards in effect at the commencement of collective bargaining leading to the execution of this Agreement.

Section 2. Insofar as permitted by law, the Employer agrees to deduct from the pay of all members of the Bargaining Unit, a sum equivalent to the dues and assessments as required by the Union bylaws and other

Union rules and regulations duly enacted. All such deductions shall be remitted to the properly designated Union official monthly on a regularly recurring basis.

Section 3. Representation Fee

(a) Purpose of fee

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

(b) Notification

Prior to the beginning of each membership year the P.B.A. will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members for that membership year.

(c) Certification

The P.B.A. will certify to the Borough before the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments and does not include any amount of dues, fees, and assessments that are expended:

1. For partisan, political or ideological activities or causes that are only incidentally related to the terms and conditions of employment, or
2. Applied toward the cost of benefits available only to the members of the majority representative.

(d) Demand and Return

The P.B.A. agrees that it will, in conformity with applicable laws, establish a demand and return system for all employees and will present appropriate evidence of the existence of such a system to the Employer.

(e) The P.B.A. shall indemnify and hold the Borough harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the Borough in conformance with this provision.

ARTICLE 5

MAINTENANCE OF STANDARDS AND PROTECTION OF CONDITIONS

The employer agrees that all beneficial conditions of employment contained in Police Departmental Rules and Regulations relating to wages, hours of work and other general working conditions, and all past practices shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining leading to the execution of this Agreement. Past practice means those customs and practices that explain and relate to the terms and conditions of employment that are set forth in this Agreement. Except as to the clauses of the prior contract which are modified by this Agreement, all such practices shall be maintained at not less than the highest standards in effect at the commencement of collective bargaining leading to the execution of this Agreement.

ARTICLE 6

BASE SALARY

Section 1: The base pay rate for employees covered by this Agreement is set forth on Schedule A.

Section 2: Employees at Academy Step shall move through the Step Guide on their anniversary date of graduation from the Academy. For example, if an employee graduates the Academy on December 1, 2018, he shall move to Step One. On December 1, 2019 he shall move to Step Two, and so on.

ARTICLE 7

LONGEVITY

This article is eliminated in its entirety. However, those bargaining unit members entitled to Longevity pay for the 2022 calendar year pursuant to the terms of the expired Collective Negotiations Agreement dated January 1, 2018 through December 31, 2018 shall receive a one-time cash payment of the amount of

Longevity pay to which they would have been entitled to for the 2022 calendar year. No other bargaining unit members shall be entitled to Longevity pay.

ARTICLE 8

OVERTIME AND COURT APPEARANCES

Section 1. When overtime work is required, it shall be offered to and performed by members of the Bargaining Unit. In such cases, the employer agrees to compensate such member(s) of the Bargaining Unit at the rate of time and one-half for all such time worked. The Employer agrees to the principle of even distribution of overtime opportunity. If a member of the Bargaining Unit is offered overtime work and refuses, this period of overtime opportunity shall be counted as if worked for the sole purpose of determining equal distribution of overtime, and there shall be no payment for overtime not worked. If all police officers decline to accept overtime work, such work shall be assigned and performed by the least senior qualified police officer.

All overtime work must be authorized by the Chief of Police or his or her duly appointed designee.

Section 2. The Borough shall make every reasonable effort to maintain two (2) men/women on every shift to perform police duties and the P.B.A. shall cooperate. This language in no way limits the Borough's ability to schedule civilian dispatchers.

The use of civilians on those shifts on which one or two officers are on duty shall not be considered to be a violation of this Agreement.

Section 3. Appearances required by member(s) of the Bargaining Unit during their off-duty hours only at the County level and above, arising in the course of the performance of his or her duties at any court proceedings at the County level and above, shall be compensated for at a minimum of four (4) hours per appearance at the rate of time and one-half.

Section 4. Bargaining Unit members required to appear at any East Newark Municipal Court proceeding arising out of a Bargaining Unit member's performance of his or her duties during his or her off-duty hours shall be compensated at the rate of time and one-half with a minimum of one hour at that rate.

Section 5. Employees shall be entitled to one (1) thirty (30) minute meal period which shall be taken with the permission of the ranking officer as close to the middle of the shift as possible.

Section 6. All "extra-duty" details shall be governed by Borough of East Newark Ordinance No. 08-2017.

ARTICLE 9

VACATION

Section 1. Members of the Bargaining Unit shall receive vacation days as follows:

First Step Patrolman	8 days
Second Step Patrolman	10 days
Third Step Patrolman	14 days
Fourth Step Patrolman	14 days
Fifth Step Patrolman	21 days
Sergeant	23 days
Lieutenant	25 days
Captain	27 days

Section 2. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacations must be left to the employer, but the following condition shall be observed with regard to such scheduling:

(a) No member of the Bargaining Unit shall be permitted to take a vacation period of more than fifteen (15) consecutive regular work days (three calendar weeks).

(b) Vacation period assignments during June, July and August shall be based exclusively upon seniority among the members of the Bargaining Unit.

(c) No members of the Bargaining Unit shall be assigned a vacation period of more than ten (10) consecutive work days (two calendar weeks) during June, July and August.

ARTICLE 10

HOLIDAYS

Section 1 . The following days shall be deemed paid holidays for all members of the Bargaining Unit:

NEW YEAR'S DAY	JUNETEENTH
MARTIN LUTHER KING DAY	VETERANS DAY
PRESIDENT'S DAY	THANKSGIVING DAY
GOOD FRIDAY	CHRISTMAS DAY
MEMORIAL DAY	EASTER SUNDAY
INDEPENDENCE DAY, JULY 4TH	LABOR DAY
COLUMBUS DAY	

All additional days declared as holidays by federal, state, or municipal authorities which are not hereinabove listed, shall be deemed paid holidays, except that the day after Thanksgiving shall not be considered a holiday, even if municipal employees other than members of the Police Department are given that day off.

Section 2. It is recognized by both employer and union that members of the Bargaining Unit may not by reason of Departmental business enjoy the aforesaid holidays by not working on those days. Therefore, in lieu of the holiday itself, each member of the Bargaining Unit will receive a full day's pay. In the event any of the aforesaid allowed paid holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

Section 3. Each employee's holiday compensation as is provided by this Article, shall be folded in and paid along with the regular weekly payroll.

Section 4. Each employee shall receive one (1) paid personal day per calendar year. Personal days must be used by December 31 of the calendar year.

ARTICLE 11

CLOTHING ALLOWANCE

A clothing allowance shall be paid by the Employer to members of the bargaining unit covered by this agreement. The annual clothing allowance shall be \$1,000.00 and shall be paid in two equal installments. The first installment shall be paid on May 1, and the second installment on October 1, of each calendar year.

ARTICLE 12

LIFE, HOSPITAL, MEDICAL AND DENTAL INSURANCE

Section 1. The Employer agrees to provide to the members of the bargaining unit and their dependents, if eligible, a medical plan (including single, parent/child, spouse and family coverage, as applicable), which is a point of service plan with in-network and out-of-network components or equivalent coverage as represented in the New Jersey State Health Benefits Plan 2019/2019 Direct (“NJSHBP 2019/2019 Direct”) summary plan description currently available for 2022. Unit members will contribute toward the cost of health benefits in accordance with the Tier 4 level of contributions under N.J. Public Law 2011, c. 78 (Chapter 78 Contributions), and must authorize the appropriate amount to be deducted from their pay.

Section 2. The schedule of benefits for in-network and out-of-network services under the plan are as set out in the document attached hereto. (NJSHBP 2019/2019 Direct)

Section 3. The employer agrees to provide the members of the bargaining unit and their dependents, if eligible, a prescription benefit plan. The plan shall provide a per prescription co-pay for generic prescriptions, name brand prescriptions, and non-formulary prescriptions. Co-pays are determined by the selected benefits plan. (NJSHBP 2019/2019 Direct)

Section 4. The Employer further agrees to provide at no cost to each member of the bargaining unit, life insurance in the amount of one hundred thousand dollars (\$100,000.00).

The Borough shall present the Union with proof of coverage annually during the month that the renewal of the policy is due. Should the Borough change insurance carriers, the Borough shall provide ninety (90) days notice of same to the Union and present the Union with proof of coverage once the new policy is

bound and secured. Under no circumstances shall the policy be secured with any insurance or indemnity company that does not hold a minimum of an "A" rating.

Section 5. The Employer agrees to provide to each member of the bargaining unit and their dependents, if eligible, a dental plan with benefits equal to the plan currently provided by MetLife.

Section 6. The Employer agrees to provide to each member of the bargaining unit and their dependents, if eligible, a vision plan with benefits equal to the plan currently provided through VSP plan C.

Section 7. The provisions of the current healthcare plan including the reimbursement provision shall continue until the NJSHBP 2019/2019 Direct plan is in place.

ARTICLE 13

LIABILITY INSURANCE

The Employer agrees to provide liability insurance coverage in an adequate sum covering the members of the Bargaining Unit during the performance of their duties.

ARTICLE 14

PENSIONS & RETIREMENT BENEFITS

The Employer shall provide pension and retirement benefits to all members of the Bargaining Unit pursuant to provisions of the statutes and laws of the State of New Jersey. Except if required by applicable law, the Employer agrees to provide at its cost, lifetime retirement health benefits, including medical, major medical, prescription, vision, dental and all other benefits set forth in Article 12, above, to all employees and his or her spouse, if eligible, excluding dependents, if said employee has retired with at least twenty-five (25) years of service with the Employer. The 25-year service requirement with the Employer shall not apply to Sergeant Michael O' Donnell or Patrolman Robert Tomasko. The "grandfathered" officers shall be required to complete the balance of 25 years with the Borough. A retiree shall maintain the level of benefits, including co-pay that were in effect as of the date of his or her retirement.

ARTICLE 15

DEATH IN THE FAMILY

The Employer agrees that all members of the bargaining unit covered by this Agreement shall be permitted bereavement leave with pay, not to exceed four (4) working days from the date of death of a spouse, child, stepchild, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, aunt, uncle, sister-in-law, brother-in-law, niece, or nephew to the date of the burial.

ARTICLE 16

PAY FOR EXTENDED ILLNESS

Every employee shall be entitled to sick leave, with pay for reasons of sickness or disability on the following basis:

- (a) During the first year of employment, one and one-quarter (1 1/4) workday of sick leave for each completed calendar month of service.
- (b) After one (1) full year of employment, fifteen (15) work days of sick leave in each calendar year for employees hired on or after June 1, 2010.
- (c) After one (1) full year of employment, ten (10) work days of sick leave in each calendar year for employees hired on or after May 1, 2012.
- (d) Unused sick leave shall be cumulative without limit as per civil service.
- (e) During the month of March of each year, the employer shall furnish written notice to each member a full accounting of all used and unused sick leave as of December of the preceding year.
- (f) Each unit member, upon retirement under the rules of the Police and Firemen's Retirement System, shall be entitled to a lump sum payment for his or her accumulated sick leave to a maximum of \$15,000.
- (g) Absences due to line of duty or work connected injuries will not be charged against sick leave provided in paragraphs (a), (b), (c), (d), (e), (f), and (g).
- (h) At the discretion of the employer, members of the Bargaining Unit will be paid their regular rate of pay during periods of disability due to illness for a maximum period of one (1) year from the date of the beginning of the disability; provided such member is incapable of performing his or her duties as a police officer and that such disability is established by a physician selected by the employer for such purpose. The one (1) year period of disability payments includes all accumulated sick leave.

ARTICLE 17

VACANCIES

When the Borough determines to fill permanent vacancies, which occur in the ranks of Captain, Lieutenant, or Sergeant due to retirement, death, discharge, promotion or voluntary severance from the Police Department, seniority in rank shall be given due consideration in the filling of such vacancy.

ARTICLE 18

BULLETIN BOARD

The Employer shall permit the union and bargaining unit reasonable use of all Bulletin Boards located in the respective Police facilities for posting notices concerning union and bargaining unit business and activities.

ARTICLE 19

DISCHARGE OR SUSPENSION

No member of the Bargaining Unit shall be disciplined or discharged without just cause. Any member of the Bargaining Unit who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth under Article 20 entitled "Grievance Procedure" and under Article 21 entitled, "Arbitration."

ARTICLE 20

GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work and/or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual member of the Bargaining Unit to his or her immediate superior. If the complaint is not resolved satisfactorily at this stage, it may be subject to the grievance procedure outlined and set forth below and shall be presented by the authorized Union representative.

Section 3. When the Union wishes to present a grievance for members of the Bargaining Unit for settlement, such grievance(s) shall be presented by the authorized Union representative in the order outlined below. Settlement of any grievance shall not be inconsistent with the terms of this agreement.

Section 4. The procedure for presentation of grievances is as follows:

STEP 1: The President of the Union or his or her duly authorized and designated Union representative shall present and discuss the grievance or grievances with the Police Chief of the Employer or his or her duly designated representatives. The grievance need not be in writing and the member(s) of the Bargaining Unit involved need not be present at the discussion of the grievance(s). The Police Chief shall answer the grievances (s) within five (5) days the same has/ have been presented.

STEP 2: If grievance(s) is/are not resolved at Step 1, or if no answer has been received by the Union within the time set forth in Step 1, then the Union shall present the grievance(s) in writing to the Mayor of the Borough of East Newark, or his or her duly designated representative. Discussions between the President of the Union or his or her duly designated representative and the Mayor of the Borough of East Newark or his or her duly designated representative may ensue. The Employer shall answer the grievance(s) by informing the Union of its decision within ten (10) days after the grievance(s) has/ have been presented.

STEP 3: If the grievance(s) has not been resolved and settled by the parties at Step 2 of the Grievance Procedure, or if no answer in writing by the Employer within the ten (10) days as provided in Step 2, has been received by the Union, the Union may demand arbitration of the grievance(s) in accordance with the terms and provisions of Article 21 entitled, "Arbitration" hereinafter set forth.

ARTICLE 21

ARBITRATION

Section 1. Any grievance(s) or other matter(s) in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as hereinabove provided in Article 20, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted, by written demand upon the other party specifying the nature of the unsettled grievance(s) or other matter(s) in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request PERC to appoint an arbitrator to hear the arbitration in the manner set forth pursuant to the Rules of the New Jersey Public Employment Relations Commission. In the event the said PERC regulations are altered or repealed, then an arbitrator shall be selected from a list to be provided by the American Arbitration Association in accordance with the rules and regulations for selection of an arbitrator.

Section 3. The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Section 4. The decision of the arbitrator shall be final and binding upon the Union, Bargaining Unit and Employer.

Section 5. The costs of arbitration shall be borne equally by both parties.

Section 6. The arbitrator shall have no authority to delete or subtract from, or modify in similar manner, the terms of this Agreement.

ARTICLE 22

FUNERAL EXPENSES AND SURVIVOR/ESTATE BENEFIT

Section 1. In the event a member is killed in the line of duty from injuries sustained while working for the Borough, the Borough shall pay, without delay, the sum of twenty thousand dollars (\$20,000.00) toward funeral and related expenses to the employee's surviving spouse and/or dependents, regardless of the amounts for such expenses received from other sources. If there is no immediate family, the sum shall be paid to the employee's estate.

Section 2. In the event of the death of an employee, whether on or off duty, his or her survivors will be paid for the employee's vacation days, holidays, personal days, compensatory time, salary and severance pay, etc. There will be no pro-rating of the accounts at the time of death. All of the above should be paid to the employee's survivor(s) within thirty (30) days, but in no event later than sixty (60) days from the date of death of said employee.

ARTICLE 23

PERSONNEL FILES

Section 1. A personnel file shall be established and maintained for each member covered by this agreement.

Section 2. Member(s) shall be permitted to inspect their personnel file(s) at reasonable times upon sufficient notice. The inspection shall take place in a private space provided by the Employer at reasonable hours during the workday and shall be supervised by the Chief of Police or his or her duly authorized designee.

Section 3. In the event a written complaint is made concerning an officer's conduct and/or performance, and the Employer deems that the complaint warrants investigation, the New Jersey Attorney General's Guidelines on Internal Affairs Policy and Procedures shall be followed and adhered to in investigating the complaint.

Section 4. All material garnered pursuant to an Internal Affairs investigation of an employee shall be placed and maintained in a folder separate from the employee's general personnel file.

ARTICLE 24

DONATED SICK LEAVE POLICY

Section 1. The Union recognizes that employees may have a family medical emergency resulting in a need for additional time off in excess of their available sick/personal time. To address this need, all eligible employees will be allowed to donate accrued paid sick or personal leave hours from their unused balance to their co-workers in need of additional time for medical reasons.

Section 2. An employee shall be eligible to receive donated sick or vacation leave if the employee:

- (a) Has been employed with the Borough for a minimum of one (1) year;
- (b) Has exhausted all accrued sick, vacation and administrative leave, all sick leave injury benefits, if any, and all compensatory time off;
- (c) Is currently on some form of Borough leave, to include but not limited to, Extended Sick Leave, NJFLA/FMLA;

(d) Has not in the two-years preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and

(e) Meets one of the following criteria:

i. Suffers from a catastrophic health condition, or injury;

ii. Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury;

iii. Requires absence from work due to the donation of an organ, including, but not limited to, the donation of bone marrow; or

iv. Requires absence from work during a period of disability due to pregnancy of the employee which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for thirty (30) or more workdays, regardless of whether the absence from work commences before the expected delivery date or after the actual delivery date.

Section 3. The donation of sick/personal time is strictly voluntary. Donated sick/personal time will go into a leave bank for use by eligible recipients.

Section 4. The minimum number of sick/personal hours that an eligible employee may donate is eight (8) hours per calendar year; the maximum is 30 days or no more than 50 percent of the employee's current balance.

Section 5. Employees cannot borrow against future sick/personal time to donate.

Section 6. Employees will be given the opportunity to donate sick/personal time annually during benefits open enrollment. The donated sick/personal time will be transferred from the donor to the leave pool on December 31st.

Section 7. Employees who are currently on an approved leave of absence cannot donate sick/personal time.

Section 8. Employees who would like to request donated sick/personal time are required to complete a Donation of Sick/Personal Time Request Form and submit it to the Borough Human Resources Department for approval.

Section 9. Leave Recipient

(a) If the recipient employee has available sick/personal time in his or her balance, this time will be used prior to any donated sick/personal time. Donated sick/personal time may only be used for time off related to the approved request.

(b) Shall receive at least five sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program;

(c) Shall receive no more than 260 donated sick/vacation days within a rolling 12-month period, and shall not receive any days on a retroactive basis;

(d) While using donated leave time, the leave recipient shall accrue sick leave and vacation leave and be entitled to retain that leave upon the leave recipient's return to work.

Section 10. Leave Donor

(a) Shall donate only whole sick days or whole vacation days and may not donate more than 30 such days to any one recipient;

(b) Shall have remaining at least 20 days of accrued sick leave if donating sick leave and at least 12 days of accrued vacation leave if donating vacation leave;

(c) Shall not revoke the leave donation;

(d) Any unused donated leave shall be returned to the leave donor on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, the leave time shall not be returned.

Section 11. Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act.

ARTICLE 25

EDUCATIONAL INCENTIVE AND REIMBURSEMENT

Section 1. In order to recognize the achievement of the employee's educational advancements, the Borough shall provide an annual education incentive payment for employees who attain the following advanced degrees:

Bachelor's -	\$1,000.00
Master's -	\$1,500.00
PhD/JD -	\$2,000.00

Section 2. To qualify for Educational Incentive Pay, all credits and degrees must be from an institution accredited by a nationally recognized accrediting association.

Section 3. The Educational Incentive payment is an annual lump sum payment, which shall not be added to the base salary. The employee shall only be entitled to the amount at the highest degree he/she holds.

Section 4. The Educational Incentive payment shall be made on or about January 1 of each year. The employee must have attained the degree or earned requisite credits by January 1 to receive the payment for that year. If not, the employee shall commence receiving the payment in the next year.

Section 5. For the purpose of encouraging police personnel to continue their education, the Borough will reimburse employees eighty five percent (85%) so long as they achieve an "A" or equivalent grade, seventy-five percent (75%) so long as they achieve a "B" or equivalent grade or, sixty-five percent (65%) so long as they achieve a "C" or equivalent grade of the cost of tuition for enrollment in courses leading to degrees in law enforcement or criminal justice. In order to be eligible for reimbursement, the employee must present evidence of successful completion of course work with a passing grade.

ARTICLE 26

DURATION

Section 1. This Agreement shall be in effect from the 1st day of January 2019 to and including the 31st day of December 2022.

Section 2. At least ninety (90) days prior to the expiration date of this agreement, the parties hereto agree to commence negotiations for a new collective bargaining agreement.

Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations commission (PERC).


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer this day of October 8, 2022.

ATTEST:

BOROUGH OF EAST NEWARK:




Title: Notary Public



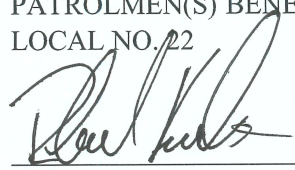
Title: MAYOR

Tatiana A. Rodrigues Da Costa
Notary Public, State of New Jersey
Commission # 50181170
My Commission Expires 12/30/2026

EAST NEWARK BRANCH OF HARRISON
PATROLMEN(S) BENEVOLENT ASSOCIATION
LOCAL NO. 22



Title: Notary Public



Title: ACTING PRESIDENT.

Tatiana A. Rodrigues Da Costa
Notary Public, State of New Jersey
Commission # 50181170
My Commission Expires 12/30/2026

SCHEDULE A

Year	2019	2020	2021	2022
% Raised	2.00%	2.00%	2.00%	2.00%
ACADEMY PAY	\$30,172	\$30,775	\$31,391	\$32,018
FIRST	\$46,766	\$47,701	\$48,655	\$49,628
SECOND	\$51,584	\$52,616	\$53,668	\$54,742
THIRD	\$56,443	\$57,572	\$58,723	\$59,897
FOURTH	\$61,301	\$62,527	\$63,778	\$65,053
FIFTH	\$66,164	\$67,488	\$68,837	\$70,214
SIXTH	\$71,022	\$72,442	\$73,891	\$75,369
SEVENTH	\$75,985	\$77,505	\$79,055	\$80,636
EIGHTH	\$80,741	\$82,356	\$84,003	\$85,683
NINTH	\$85,599	\$87,311	\$89,058	\$90,839
TENTH	\$91,132	\$92,955	\$94,814	\$96,710
SGT 1	\$93,448	\$95,317	\$97,224	\$99,168
LT1	\$100,924	\$102,942	\$105,001	\$107,101
CAPT 1	\$107,465	\$109,614	\$111,807	\$114,043

The salary increases provided for in Schedule A shall be retroactive to January 1, 2019 and, to the extent officers are entitled to retroactive payments, those payments will be paid on base salary only and there shall be no retroactive pay for overtime hours worked prior to the ratification of this Agreement.