

MEMORANDUM OF AGREEMENT

The **BOROUGH OF HIGHLAND PARK, New Jersey** (hereinafter called the “**Borough**” or “**Employer**”) and the **SUPERIOR OFFICERS ASSOCIATION OF PBA LOCAL NO. 64** (hereinafter called the “**SOA**”) hereby agree to this Memorandum of Agreement, dated March 6, 2007, with respect to a successor collective bargaining agreement between the parties. This Agreement is subject to ratification of the parties. The parties agree to recommend ratification of this Agreement to their respective membership (the Borough Council and SOA Members, respectively).

The terms of the Memorandum are as follows:

(1) The term of the successor agreement shall be from January 1, 2007 to December 31, 2010.

(2) All terms of the existing contract shall remain in full force and effect, except as modified by this memorandum.

(3) The parties shall mutually create and agree upon a successor collective bargaining agreement from the terms of this memorandum. All other terms and conditions previously agreed to by the parties shall be deemed incorporated into this memorandum.

(4) Article II – Collective Bargaining Procedure – modify section A by deleting last sentence of this paragraph.

(5) Article IV – Conducting Association Business – insert the following clarification in Paragraph E:

“No more than 2 members of the SOA may attend bargaining during duty hours without loss of pay”

(6) Article V – Grievance Procedure – change the phrase “work day” to calendar day” in Steps One and Two.

(7) Article V – Grievance Procedure – insert the following clarification in Step Three:

“Arbitration must be sought without 20 days of the response at Step Two.”

(8) Article VII – Overtime – insert the following modification in paragraph B:

“Scheduled tours of duty shall not be changed unless five (5) days advance notice is given, except in case of emergency as defined by N.J.S.A. 40A:14-134. or by mutual agreement subject to the approval of the Chief of Police, whose approval or disapproval shall not be subject to arbitration.

(9) Article VII – Overtime – eliminate paragraph G and replace with the following:

“In lieu of overtime payments, officers may elect compensatory time. An officer’s bank of compensatory time shall be no greater than 40 hours. After 40 hours of compensatory time, all overtime will be paid in monetary form. Compensatory time may be taken at anytime, in blocks of 1 hour minimums, so long as the use of compensatory time does not create overtime.”

(10) Article VII – Compensation – delete the language in paragraphs A and B and replace it with the following:

Lieutenants and Captains shall receive increases of 3.5% for 2007, 3.6% for 2008, 3.8% for 2009, and 3.9% for 2010. The base salaries shall be as follows:

		<u>Lieutenants</u>	<u>Captains</u>
2007	3.50%	104,826	115,194
2008	3.60%	108,600	119,341
2009	3.80%	112,727	123,876
2010	3.9%	117,123	128,707

(11) Article VII – Compensation – delete paragraph D.

(12) Article IX – Longevity – modify the last sentence of paragraph A as follows:

“When an officer reaches the cap of Four Thousand dollars (\$4,000), the officer’s longevity shall be calculated as part of base pay for pension purposes.”

(13) Article IX – Longevity – delete paragraph C and replace with the following:

“Employees hired after January 1, 2004 will not be eligible for longevity”

(14) Article X – Vacations – modify paragraph D as follows: “the Chief of Police may permit officers to take vacations on less than 5 days notice. The Chief’s decision to grant or deny the request when under 5 days’ notice is provided shall not be subject to arbitration.”

(15) Article X – Vacations – add new paragraph J as follows: “A request for a personal day must be made at least 48 hours before the date requested. If a request for a personal day is received with less than 48 hours notice, the officer requesting the personal day must provide a reason for the late request. A grant or denial of a personal day when requested under 48 hours is at the Chief’s discretion and shall not be subject to arbitration.”

(16) Article XII – Insurance – delete paragraph A and replace with the following: “The Borough agrees to continue to provide the State Health Benefits Plan health insurance and pay the premium for NJDIRECT 15 or the HMO selected by the

officer, plus the current dental plan, for all officers covered under this Agreement at no cost to the officer. Officers who select the NJDIRECT 10 will pay the difference in the premium between the NJDIRECT 15 and NJDIRECT 10. The co-pays associated with the plan selected by the officer remain the responsibility of the officer.”

(17) Article XII – Insurance – modify paragraph D as follows:

“The Borough will provide a prescription drug program for the officers and their families. Officers are responsible to pay the co-pays required by the prescription plan.”

(18) Article XIII – Sick Leave – eliminate paragraphs C.3 and C.4.

(19) Article XIII – Sick Leave – add as a new paragraph G the following:

“The Borough’s policy on FMLA leave is incorporated herein, in its entirety.”

(20) Article XIII – Sick Leave – eliminate the last sentence of paragraph C.1 and modify the first sentence as follows: “Employees shall be entitled to three (3) to one (1) buy out for each unused sick day accumulated at retirement after 20 years of service with the Borough of departure after 20 years of service with the Borough or death after 15 years of service with the Borough. Notwithstanding the three (3) for one (1) ratio above, sick leave pay-outs for officers hired after 1/1/07 shall be capped at \$15,000.”

(21) Article XIV – Bereavement Leave – clarify paragraph 1.A that the leave granted hereunder is for consecutive working days.

(22) Article XIV – Bereavement Leave – eliminate the clause “a person who had an unusually close relationship with the employee” in paragraph B.

(23) Article XV – Termination of Entitlement – modify this provision clarifying that officers terminated for cause shall not be entitled to accrued time-related benefits.

(24) Article XVI – Clothing, Maintenance/Equipment Allowance – modify paragraph B with the following: “The clothing maintenance allowance is to be used to replace torn and tattered uniforms, when necessary or at the Chief’s direction.”

(25) Article XXII – Mutual Aid – clarify paragraph A that this applies to on-duty officers.

(26) Article XXVIII – Meetings – clarify that officers not on-duty will be paid overtime for departmental meetings.

(27) Article XXIX – Work-Incurred Injury – modify paragraph B to require the worker’s compensation physician certify that the employee cannot work.

(28) Article XXIX – Work-Incurred Injury – modify paragraph C to indicate that the burden to establish an additional period of disability is on the employee.

BOROUGH OF HIGHLAND PARK

By: _____
Karen Waldron, Borough Administrator

**SUPERIOR OFFICERS ASSOCIATION
OF PBA LOCAL NO. 64**

By: _____
Capt. Scott Golden

By: _____
Lt. Joseph Vassallo