

COLLECTIVE BARGAINING AGREEMENT

between

THE BOROUGH OF ORADELL, NEW JERSEY

in

THE COUNTY OF BERGEN

and

THE POLICEMEN'S BENEVOLENT

ASSOCIATION, LOCAL 206

(ORADELL UNIT)

For the Years

2024-2027

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	1
I. NON-DISCRIMINATION	2
II. ASSOCIATION RECOGNITION	2
III. ASSOCIATION REPRESENTATIVE	2
IV. EXCLUSIVITY OF ASSOCIATION REPRESENTATION	3
V. DEPARTMENTAL INVESTIGATIONS	3
VI. HOURS AND OVERTIME	4
VII. HOURLY RATE	6
VIII. COURT TIME	6
IX. TRAINING PAY	6
X. STAND-BY TIME	7
XI. RECALL	7
XII. PRIORITY FOR OVERTIME	7
XIII. UNIFORMS	8
XIV. SICK LEAVE	8
XV. WORK INCURRED INJURY	9
XVI. LEAVES OF ABSENCE	10
XVII. BULLETIN BOARD	10
XVIII. CEREMONIAL ACTIVITIES	10
XIX. PERSONNEL FILES	10

XX. MILITARY LEAVE	11
XXI. GRIEVANCE PROCEDURE.....	11
XXII. SAVINGS CLAUSE	13
XXIII. SALARIES AND LONGEVITY	13
XXIV. TRAVEL AND MEAL ALLOWANCE	13
XXV. NO STRIKE PLEDGE.....	13
XXVI. ASSOCIATION RIGHTS AND RESPONSIBILITIES.....	14
XXVII. MANAGEMENT RIGHTS	14
XXVIII. DUES CHECKOFF.....	15
XXIX. EXISTING LAW	15
XXX. ORGANIZATION BUSINESS.....	15
XXXI. VACATIONS	16
XXXII. HOLIDAYS.....	18
XXXIII. POLICE DEPARTMENT SAFETY	19
XXXIV. SENIORITY.....	20
XXXV. BEREAVEMENT LEAVE.....	21
XXXVI. EMERGENCY LEAVE.....	21
XXXVII. NO WAIVER.....	21
XXXVIII. PRESENT BENEFITS.....	21
XXXIX. AGENCY SHOP.....	22
XL. TERM AND RENEWAL.....	22
SCHEDULE A - SALARY	24

SCHEDULE B - LONGEVITY.....	26
SCHEDULE C - VACATIONS.....	27
SCHEDULE D - INSURANCE SUMMARY	28
RETIREE BENEFITS MOA.....	32

AGREEMENT

PREAMBLE

THIS AGREEMENT, made this ___th day of November, 2023, by and between the BOROUGH OF ORADELL, a body politic and corporate of the STATE of NEW JERSEY, hereinafter referred to as "The Employer" and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 206 (ORADELL UNIT), hereinafter referred to as the "PBA";

WHEREAS, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

I. NON-DISCRIMINATION

The Employer agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

II. ASSOCIATION RECOGNITION

1. The Employer recognizes PBA Local 206 (Oradell Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all employees employed by the Employer's Police Department except those employees specifically excluded herein.
2. The term "police officer" or "employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males, and to include all other ranks and grades of police personnel covered by this Agreement.

III. ASSOCIATION REPRESENTATIVE

1. The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.
2. The Association shall furnish the Employer in writing with the names of the representatives and the alternates and notify the Employer of any changes.

The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities.

- (a) the investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
 - (b) the transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.
3. Designated Association representatives shall be granted time off with pay during working hours to attend all mutually scheduled meetings and conferences on collective negotiations with municipal officials. The grievant shall be given released time with pay to attend arbitration hearings scheduled during his duty time. Officers given released time shall be available to return to active duty upon notice from a superior.

IV. EXCLUSIVITY OF ASSOCIATION REPRESENTATION

1. The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (PBA Local 206 [Oradell Unit]) with regard to the categories of personnel covered by this contract during the term of this Agreement.
2. The Employer will not enter into any contract or memorandum of agreement with any person or agency other than the authorized bargaining representative concerning matters covered by this contract.

V. DEPARTMENTAL INVESTIGATIONS

The following rules are hereby adopted:

- (a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
- (b) The interrogations shall take place at a location designated by the Chief of Police or Officer in Charge. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- (c) The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
- (d) The questioning shall be reasonable in length. Time shall be provided for personal necessities, meals, telephone calls and rest periods.
- (e) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- (f) In the event of an investigatory interview, the employee, upon his request, shall be permitted to have a representative of his choice present.
- (g) In cases other than Departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- (h) Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

Outside of Departmental investigations, this Article shall not interfere with the routine questioning of any employee regarding the day-to-day operation of the Department.

VI. HOURS AND OVERTIME

1. The normal patrol tour shall be twelve hours (12) hours, which shall include within the twelve (12) hour span appropriate meal and rest periods. Personnel assigned on a full time basis to administrative tasks may be assigned to eight (8) hour tours, in the discretion of the Chief of Police or Officer in Charge.
2. Work in excess of the employee's basic work week or tour for a day is overtime.
3. Overtime shall be paid as paid overtime compensation (time and one-half the employee's base hourly rate) with the following exceptions:
 - a. Employees will be paid the established overtime rate utilized by the County of Bergen for County projects regardless of the employee's actual overtime rate.
 - b. Employees will be paid at the maximum patrol overtime rate or Sergeant's rate for River Dell High School and Bergen Catholic High School events.
 - c. Employees will be paid a minimum of four hours overtime for utility company assignments.
 - d. If a scheduled overtime detail is cancelled within an hour of the start time for the detail, the Employee will receive a cancellation premium of two hours overtime pay provided that the Borough collects payment from the contractor. The Borough agrees to request payment from contractors for cancellation premiums.
4.
 - a. The yearly schedule shall be posted as per past practice.
 - b. The patrol work schedule shall consist of sets of twelve (12) hour tours worked on a Pittman pattern of two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, three (3) days off with every other weekend off. Employees shall switch between day tours and night tours at the conclusion of each fourteen (14) day cycle.
 - c. The administrative work schedule shall consist of sets of eight (8) hour tours worked on a pattern of five (5) days on and two (2) days off.
 - d. Employees shall be required to work 2,080 hours annually (not considering vacations, holidays, personal days and other time off). Since the twelve (12) hour patrol schedule would schedule police officers for between 2,184 and 2,196 hours annually, employees assigned to the patrol schedule shall receive an additional 110 hours of "Kelly Hours" to be used by the employee on tours of duty when it will not create overtime. Employees on the eight (8) hour schedule shall not receive "Kelly Hours" to balance their schedules.
5.
 - a. The parties recognize the manpower needs of the Department and the temporary alterations resulting therefrom pursuant to past practice. However, the Department will not change an employee's schedule to fill a slot except for an unanticipated emergency such as the anticipated or actual extended sickness or injury of a member. Squad changes shall only be permitted when an officer is absent from

duty (or has notified the Department that he will be absent) for a period of no less than ninety (90) days due to illness, injury, or impending retirement. Squad changes shall be made according to the following criteria:

- (i) volunteers shall be given priority based on seniority;
- (ii) if no volunteers are available, the officer with the least seniority shall be transferred.

For purposes of this paragraph, temporary squad changes shall not entitle an officer or officers whose squad(s) is(are) modified to fill a temporary extended absence to any additional compensation under Paragraph 5(b) of this Section.

The Chief shall also consult with the bargaining unit before a squad change is made should a squad change be needed after the promotion of one or more officers.

b. If an employee's schedule is changed, except for voluntary changes or exchanges among employees or except as set forth in Paragraph a, the employee shall be entitled to four hours pay at his normal rate of pay, which shall be vouchered, in addition to all other pay and benefits to which he is otherwise entitled for each tour change, with the following exceptions:

- a. All new hires joining the Department on or before December 31, 2015 shall be subject to changes in their regular schedule for a period of forty-eight (48) months from date of hire. All new hires joining the Department on or after January 1, 2016 shall be subject to changes in their regular schedule for a period of Fifty-Four (54) months from date of hire, or, if such new hire attends the Police Academy while employed by the Department, for forty-eight (48) months from graduation from the Police Academy, whichever is later, subject in each case to the following conditions:
 - (i) Such new hires will be included in the annual schedule.
 - (ii) Such new hires shall work the normal patrol schedule, and their regular days off (RDOs) shall not be changed.
 - (iii) The shift worked on the last regularly scheduled day (RSD) of one block or on the first RSD of the following block of such new hire can be changed, but not both, except for full blocks.
- b. Such new hire shall be entitled to at least forty-eight (48) hours of notice prior to the schedule change or the employee shall be entitled to three hours pay at his normal rate of pay, which shall be vouchered, for any tour for which he did not receive such minimum notice.
- c. Each year during the summer vacation period, as defined in Article XXXI, Vacations, paragraph 2, any officer who has been assigned to the Traffic Department, if any officer shall be so assigned, shall be subject to changes in his regular schedule on the same terms and conditions as apply to new hires as set forth in (a) and (b) above.

6. Where used in this Agreement, the term "working day" shall mean a twelve (12) hour day, regardless of whether the employee works the twelve (12) hour or eight (8) hour schedule. Employees on the eight (8) hour schedule shall be permitted to credit these additional hours as compensatory time.

VII. HOURLY RATE

The base hourly rate shall be computed by adding the employee's base annual salary and annual longevity payment and dividing by 2,080 hours.

VIII. COURT TIME

1. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies as a result of any action in connection with his official police duties.
2. All such required court time shall be considered as overtime and shall be compensated at time and one-half.
3. When an employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled, provided, however, that such travel time shall be computed between the Employer's police headquarters and the pertinent Court or Administrative Body.
4. The amount of overtime to which an employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time, provided, however, that the employee's entitlement to overtime under this Article shall not be less than two (2) hours of overtime pay.

IX. TRAINING PAY

1. The Employer agrees to compensate all employees covered by this Agreement at time and one-half rate for attending required training courses on off-duty time.
2. The Employer may reschedule the employee's regular work shift for the purpose of such training; however, in any event, overtime shall be paid where the officer is assigned duty in excess of forty (40) hours per week.

X. STAND-BY TIME

1. Stand-by time shall be considered as time worked if the Employer requires the employee to remain in a fixed location and it shall be compensated at one and one-half times the employee's rate of pay.
2. The compensation provided in Section 1 shall not apply to any on-call time not required by the Oradell Police Department, except as the Fair Labor Standards Act may declare such on-call time compensable.

XI. RECALL

Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

XII. PRIORITY FOR OVERTIME

1. Planned, scheduled or foreseen overtime which shall include vacancies caused by illness or vacation, will be offered to regular full-time employees of the Department in the following manner: The Department shall maintain a list of employees who have volunteered for overtime. The list shall begin with the senior Sergeant and continue in order of seniority to the Patrolman with the least seniority. Overtime shall be assigned from the list on a rotating basis regardless of rank provided that the experience level on the tour is satisfactory to the Chief of Police, Officer in Charge or designee. Employees may volunteer and be added to the list in January and July of each year.
2. In the event volunteers are unavailable, then the Department may assign employees in inverse order of seniority (whether on the volunteer list or not), or any other coverage may be provided as deemed necessary by the Department.
3. An employee may not work a double tour of duty if the employee is working on the twelve (12) hour schedule.
4. The volunteer lists shall be supplied to the PBA in January and July and the rotating seniority lists shall be open to inspection.
5. Procedure for Implementation of "Priority for Overtime":
 - (a) Set up overtime list as specified in Article XII, Section 1, and have men sign.
 - (b) As soon as a determination is made by the Chief, of Police, Officer in Charge or an assignee, as to tours that will be covered by an employee working overtime, the following procedure will be followed:

(1) A list containing the date of tours to be covered as a result of known vacancies (e.g., resulting from vacations, extended sick leave, lengthy in-service training schools, or any other situations of a similar nature) will be submitted to the negotiation committee of the patrolmen and sergeants. They will designate a sergeant or patrolman of their choice who shall, working under the supervision of the officer assigned by the Chief, assign the overtime following the procedure described in this Agreement, Article XII, Section 1. When assigning of overtime has been completed, the list will be returned to the officer in charge of scheduling, who will then have the complete schedule posted. Said schedule shall remain posted throughout the year.

- (c) When last minute unexpected, or emergency tour vacancies occur (e.g., single sick day, emergency leave) the officer receiving the report/request will notify the officer in charge of scheduling, if he is on duty, or in his absence, another superior, the Chief of Police or Officer in Charge, if they are on duty. If no superior officers are available, or if they are on their days off, the officer in charge of the tour will make a determination if the officer who is not going to report for duty can be replaced without overtime replacement or if it is necessary to replace him with an officer working overtime. If the latter is determined, then the officer in charge of the tour will proceed in selecting an overtime replacement as prescribed in "Priority for Overtime" - Article XII.

The Committee will report to, and consult with, the Chief of Police, Officer in Charge, or a designee in charge of scheduling, as requested, concerning this procedure.

XIII. UNIFORMS

1. Each new employee shall receive from the Employer, free of charge in lieu of a clothing allowance, a complete uniform.
2. If the Employer decides to change the uniform or any part thereof, it shall provide to each employee, free of charge, any such changed items.
3. If an item or items of the uniforms are damaged or destroyed as a result of a single incident in the tour of duty, such item or items shall be repaired or replaced by the Employer.

XIV. SICK LEAVE

1. All employees covered by this Agreement shall be granted unlimited sick leave pursuant to past practice as limited by statute. These days shall be compensated at full pay subject to the provisions of Article XV.
2. Sick leave is defined to mean illness, injury, or quarantine resulting in the inability of the employee to perform his duties. An employee shall not be permitted to use sick leave for personal or vacation days.

3. An employee shall notify the Department at least one (1) hour prior to the commencement of his tour of duty. Said notice shall state the nature of the cause of the absence from duty. An employee who is absent without such notification shall not be paid for such absence.
4. Where an employee is out on sick leave for three (3) or more consecutive working days or where there has been a pattern of absences of less than three (3) days duration, the Department may in its discretion, require the employee on sick leave to submit acceptable medical evidence substantiating the absence.

XV. WORK INCURRED INJURY

1. Where an officer covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such officer at full pay, during the continuance of such officer's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the Borough.
2. The officer shall be required to present evidence by a certificate of a Borough designated physician at the Borough's expense that he is unable to work, and the Mayor and Council may reasonably require the said officer to present such certificates from time-to-time.
3. In the event the officer contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the officer to establish such additional period of disability by obtaining a judgment in the Division of Workmen's Compensation establishing such further period of disability and such findings by the final decision of the last reviewing court shall be binding upon the parties.
4. For the purposes of this Article, work incurred injury shall mean injury or illness incurred while the officer is acting in an official police capacity.
5. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or is an injury on duty, the parties agree to be bound by the decision of an appropriate Workmen's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.
6. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.
7. In the event an officer visits a doctor at the request of the Borough and a portion of the time required for such visit occurs during the period when the officer is scheduled for a normal tour of duty, the officer shall be excused and paid for the excused portion of the scheduled tour as if it were time worked.

XVI. LEAVES OF ABSENCE

1. Permanent full-time officers covered by this Agreement may be granted a leave of absence by the Borough in its sole discretion without pay for a period not to be exceeded by sixty (60) days. The request for such leave shall be made to the Chief of Police or Officer in Charge in writing at least thirty (30) days prior to the anticipated commencement of such leave.
2. At the expiration of such leave, the officer shall, insofar as possible, be returned to the rank from which he is on leave.
3. Seniority shall be retained but shall not accumulate during such leaves.

XVII. BULLETIN BOARD

1. The Employer will supply one bulletin board for the use of the Association to be placed in a conspicuous location.
2. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to the Association business and activities or matters dealing with the welfare of employees.
3. No matter may be posted without receiving permission of the officially designed Association representative.
4. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police or Officer in Charge. However, approval for posting shall not be unreasonably withheld.

XVIII. CEREMONIAL ACTIVITIES

1. In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two uniformed police officers of the Department to participate in funeral services for the said deceased officer.
2. Subject to the availability of same, the employer will permit a Department police vehicle to be utilized by the members in the funeral service.
3. 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 or Officer in Charge.

XIX. PERSONNEL FILES

1. A separate personnel history shall be established and maintained for each employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the Office of the Chief of Police or Officer in Charge.
2. Any member of the Police Department may by appointment review his personnel file, but this appointment for review must be made through the Chief of Police, Officer in Charge or a designated representative.
3. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. No material may be placed in an employee's personnel file unless the employee receives a copy of same and initials the original, provided that if the employee refuses to initial such material, the Chief of Police or Officer in Charge may place such material in the employee's file only after such refusal is noted and witnessed by a third party in the presence of the employee.
4. All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

XX. MILITARY LEAVE

Military leave for officers serving or training with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

XXI. GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of any of the provisions of this Agreement excluding discipline or discharge, and may be raised by an individual, the Association on behalf of an individual or group of individuals, or the Borough.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

- (a) An aggrieved employee shall institute action under the provision here within twenty (20) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Police Committee Chairman, or his designee, for the purpose of resolving the matter informally. Failure to act within said twenty (20) days shall be deemed to constitute an abandonment of the grievance.
- (b) The Police Committee Chairman, or his designee, shall render a decision within ten (10) days after receipt of the grievance.

Step Two:

- (a) In the event the grievance has not been resolved through Step One, then within ten (10) days following the determination of the Police Committee Chairman, the matter may be submitted to the Mayor and Council.
- (b) The Mayor and Council shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step Three:

Arbitration

- (a) If the grievance is not settled through Steps One and Two, either party may refer the matter to the New Jersey Public Employment Relations Commission within fifteen (15) days after the determination by the Mayor and Council. 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 binding.
- (c) The costs for the services of the arbitrator shall be borne equally between the Borough 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 proceeding 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.

XXII. SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

XXIII. SALARIES AND LONGEVITY

1. The base annual salaries of all employees covered by this Agreement shall be set forth in Schedule A.
2. Salaries shall be paid semi-monthly pursuant to the present payroll procedure.
3. Longevity payment will be calculated as set forth in Schedule B. Longevity payment will be made in accord with past practice.

XXIV. TRAVEL AND MEAL ALLOWANCE

1. When an officer is required to be out of the Borough on municipal business and no municipal vehicle is provided for such travel, then the officer shall be reimbursed for mileage at the standard mileage rate currently in effect under the Internal Revenue Code and applicable regulations, plus tolls and parking charges, upon presentation of appropriate vouchers, as payment for his personal transportation.
2. When such out-of-town activity encompasses a regular meal period, the officer shall be paid for his meal expenses, but not to exceed seven dollars (\$7.00) for any one meal, upon presentation of appropriate vouchers.

XXV. NO STRIKE PLEDGE

1. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
2. 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 an employee from his 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, walk-out or other job action against the Borough.

3. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

4. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Borough to take appropriate disciplinary action including possible discharge in accordance with applicable law.

5. 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.

XXVI. ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. The Borough agrees that it will not enter into any collective negotiations agreement with any organization with regard to the employees covered in Article II, Recognition, as long as it continues to represent such employees.

2. The Association shall be responsible for acquainting its members with the terms and provisions of this Agreement, and shall make every reasonable effort to secure compliance by its members with those terms and conditions.

3. The Association may designate one (1) representative and one (1) alternate who shall be responsible for raising with the Borough any questions concerning the enforcement and applicability of this Agreement. The Association shall furnish to the Borough in writing the name of the representative and one (1) alternate and promptly notify the Borough of any changes.

4. The aforementioned representative or alternate shall be granted time off without loss of regular pay during working hours to settle grievances in accordance with the Grievance Procedure, provided there is no interference with the operation of the Department.

XXVII. MANAGEMENT RIGHTS

1. 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:

- (a) To the executive management and administrative control of the Borough 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.
2. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national or state laws.

XXVIII. DUES CHECKOFF

1. The Borough agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Borough to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e.
2. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Association shall furnish to the Borough written notice sixty (60) days prior to the effective date of such change.
3. The Association will provide the necessary "checkoff authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough. The Association shall indemnify, defend and save the Borough 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 Borough in reliance upon the salary deduction authorization forms submitted by the Association to the Borough.

XXIX. EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of state or federal laws.

XXX. ORGANIZATION BUSINESS

1. An officer of the Pascack Valley Local 206 P.B.A. from Oradell, shall be permitted time off, if he is scheduled to be on duty, to attend monthly and special meetings of the P.B.A., without the loss of any salary or benefit, provided that he/she be ready and available to return to duty upon the need arising. It is understood that if no one volunteers to cover the period of time the officer will be absent, then it will be the responsibility of said elected P.B.A. officer to provide for his own replacement, or he cannot be excused from duty.

2. The Borough agrees to grant the necessary time off without loss of pay to the delegate and two (2) alternates of P.B.A. Local 206, of Oradell police officers, to attend one (1) State and County convention per year.

XXXI. VACATIONS

1. The vacation allowance shall be set forth in this Agreement in Schedule C.
2. The term "summer vacation period" shall be defined as the period from June 15th through September 15th of the calendar year.
3. Ordinarily, no more than one (1) employee per squad in the twelve (12) hour schedule may be on vacation at the same time. It is noted, however, that due to the nature of the work schedule, there may be occasions where overlaps occur. During such overlapping period, not to exceed three (3) days, two (2) employees from a squad in the twelve (12) hour schedule may be on vacation at the same time. Detectives and other personnel on the eight (8) hour schedule shall not impact the selection of vacations for personnel on the twelve (12) hour schedule.
4. Vacation shall be selected by seniority. On the twelve (12) hour schedule, vacations shall be selected by seniority within the squad. In order to retain seniority, all vacations must be selected at first choice. Dual vacation picks shall be resolved by seniority. Selections may begin on January 1st, provided, however, that commencing February 15th, each officer must choose his vacation within three of his working days or he automatically forfeits his seniority right to choose vacation. The vacation list will always be posted in a conspicuous place, showing those who have selected vacations and indicating the name of the next officer to choose, except as outlined in Section 5(b) of the Article.

Regarding unused vacation time not taken when the first list is compiled, the following procedure will be followed: Requests for this time must be submitted by the 15th of the month preceding the month in which the officer wants to use his remaining vacation.

5. (a) The maximum amount of vacation which may be taken during the "summer vacation period" for Employees on the twelve (12) hour schedule shall be five (5) consecutive work days of vacation. The maximum amount of vacation which may be taken during the "summer vacation period" for Employees on the eight (8) hour schedule shall be ten (10) consecutive work days (two (2) weeks) of vacation.
- (b) Fifteen (15) vacation days (22 vacation days on the eight-hour schedule) may be taken one day at a time. Individual vacation days taken during the summer vacation period (i.e., June 15th – September 15th) may not be taken to extend a pre-approved block of vacation or in conjunction with any unrestricted comp day or . Up to five (5) vacation days in any year may be taken in six (6) hour segments, provided that they may only be so taken when it will not cost the Borough any overtime. No more than a total of four (4) vacation days (including comp days in lieu of holidays) shall be taken in November and no more than a total of four (4) vacation days (including comp days in lieu of holidays) shall be taken in December. All other vacation time shall be taken in weekly segments. Up to four days of unused vacation in any year may be "banked" as provided in Schedule A.

(c) The last two (2) weeks of December and the first day of January shall not ordinarily be utilized for vacation, except that the Chief of Police or Officer in Charge may grant exceptions to this rule in his discretion.

(d) Vacations may start on any day of the week.

6. Two holidays (comp days) may be taken in conjunction with any one given week of vacation, or three holidays (comp days) may be taken with any two consecutive weeks of vacation. These holidays shall not be considered as vacation days, and shall not be governed or restricted by the provisions of Paragraph 3 above.

7. In the event that an employee must make vacation arrangements, i.e., reservations or other special arrangements, prior to February 1st, he shall submit a request to the Chief of Police or Officer in Charge explaining his need to choose vacation in advance. The Chief of Police or Officer in Charge will require that the employee obtain waivers of vacation selection from all members of the bargaining unit senior to the employee. The Chief of Police or Officer in Charge also will require that the employee obtain statements from all members of the bargaining unit senior to the employee indicating whether they have vacation plans for the same period. Both the waivers and statements must be submitted to the Chief of Police or Officer in Charge, or a designee before a determination will be made on the employee's request.

8. If an employee desires an extraordinary vacation, i.e., more than two weeks of consecutive vacation in the summer period, he shall submit a request to the Chief of Police or Officer in Charge explaining the necessity for the request, upon which the procedure outlined in Paragraph 7 of this Article shall be followed.

9. Employees on vacation shall not be required to attend any parades, department or Borough activities. In the event they choose to do so, their vacation shall be extended as per past practice.

10. If an employee is on vacation, and becomes sufficiently ill so as to require hospitalization, he may have such period of illness and post hospital recuperation charged as sick leave, at his option, upon proof of hospitalization and a physician's certificate. In a situation of this type, the officer involved would have to choose his vacation at times not conflicting with other men who have already chosen their vacations and in conformance with all provisions of this Article.

11. No employee who is on vacation shall be recalled to duty except in case of full mobilization of the department by the Chief of Police, Officer in Charge or, in the event of that person's absence, an officer designated to be in charge of the Police Department by the Chief of Police or Officer in Charge, to meet a clear and present danger confronting the Employer.

12. In any section of this Article referring to the Chief of Police or Officer in Charge, it is understood that in that person's absence, the Chief of Police or Officer in Charge may designate an officer to be in charge of the Police Department whom may act in his place.

XXXII. HOLIDAYS

1. All members of the bargaining unit shall be entitled to receive twelve (12) working days per year as holidays.
2. An employee may put in a voucher for up to six (6) unused holidays per year, which shall be paid at straight time.
3. A maximum of four (4) of these holidays (comp days) may be divided in half and taken in six (6) hour segments.
4. Three (3) holidays (comp days) may be taken consecutively, and may be taken in conjunction with regularly scheduled days off, providing replacement personnel are available and, further, at least three days notice is given prior to the requested days off, so the officer in charge of scheduling will have enough time to make arrangements to cover the vacant tours.
5. In the event that two or more employees select the same date and shift as a holiday, the resulting conflict, if any, shall be resolved by seniority.
6. Holidays may be used to extend vacations pursuant to the stipulations in Article XXXI "Vacations," made part of this Agreement.
7. Except for Detectives, at least four holidays (comp days) must be taken before July 1st of each year. Any of the four holidays not taken by July 1st will automatically be considered "vouchered days" in accordance with Paragraph 2, and said vouchers must be submitted by December 1st of the calendar year. Also, as of November 1st, no employee shall have more than four holidays (comp days) remaining.
8. Requests for taking a holiday shall be submitted to the Chief of Police or Officer in Charge at least 24 hours in advance, and such requests shall not unreasonably be denied. Requests received in less than 24 hours shall be granted by the Chief of Police, Officer in Charge, or his assignee (officer in charge of scheduling, tour commander), provided adequate tour coverage can be provided at no overtime cost to the Borough, and this shall include the use of voluntary schedule changes or a four-man tour when no replacement would be necessary. Provided twenty-four (24) hours notice is supplied, employees shall be permitted to take seven (7) holidays as time off which days may not be denied by the Chief of Police or Officer in Charge due to these holidays causing overtime. The remaining six (6) holidays shall be scheduled when adequate tour coverage can be provided at no overtime cost to the Borough and shall include the use of voluntary schedule changes or a four man tour when no replacement would be necessary.
9. Schedule changes among personnel shall be granted, provided that personnel involved in said changes are responsible for making their own arrangements (per past practice) and submitting them to the Chief of Police, Officer in Charge or a designee for approval.

10. It is understood and agreed by all parties to this Agreement, i.e., negotiating committee and Chief of Police, Officer in Charge and other management personnel, that all questions that arise as a result of the working or intent of articles covering priority for overtime, holidays, or vacation time, will be discussed by both parties prior to any grievance being filed.

11. Commencing January 1, 1987, each officer shall be entitled to one (1) additional day off annually with pay. Commencing January 1, 2011, this additional day off shall be a twelve (12) hour day. It is understood and agreed that the additional holiday can only be taken when it will not cost the Borough any overtime. But once approved, this day shall not unreasonably be cancelled.

This day shall be governed by all rules and regulations pertaining to regular holidays (comp days) e.g. Article XXXII "Holidays."

12. Each regularly scheduled employee working on New Year's Day, Easter, Thanksgiving Day or Christmas Day shall receive four (4) hours pay at his normal rate of pay, which shall be vouchered, in addition to all other pay and benefits to which he is otherwise entitled. This shall not apply to those employees working overtime on the aforementioned holidays. However, employees who are called in to work on any of said days shall receive, in addition to his regular overtime, four hours of straight time to be "banked" as provided in Schedule A.

XXXIII. POLICE DEPARTMENT SAFETY

1. There shall, at least every two (2) months, be a meeting between the parties to discuss matters of safety and equipment or concern to both parties.

2. Each party shall attempt to inform the other of subjects to be raised at such meetings in order to allow for preparation for productive discussions.

3. Following each meeting, each party shall issue a report indicating the subjects discussed. In addition, the Chief of Police, Officer in Charge or a designee, shall issue a monthly progress report.

4. Meetings may take place at more frequent intervals if called by either party.

5. Both parties agree to see that all agreements reached at the safety meetings are handled as expeditiously as possible.

6. Both parties recognize that all equipment and vehicles used by the department are of the utmost importance to the health and safety of all persons. Both parties will make every reasonable effort to see that all vehicles are maintained in good working order and that the work place shall be maintained in a safe condition.

7. Civilianization/Dispatching/Manpower Safety

The Borough and the PBA are concerned about the safety of members of the PBA bargaining unit and the possibility that civilianization of the dispatch desk will limit appropriate backup coverage to

members of the Police Force. In connection with the PBA's agreement to permit the use of civilian dispatchers, the Borough and the PBA have agreed as follows:

- a. The PBA agrees that the Borough may hire one or more civilians to work as police dispatchers.
- b. The Borough agrees that three (3) working sworn law enforcement officers is necessary as a matter of safety to properly protect and provide backup on the afternoon, midnight and day tours. The Borough agrees that anytime there are less than three (3) combined sworn law enforcement officers on any tour each Police Officer and/or Police Sergeant working on that tour shall be compensated for the additional safety hazard, and additional workload as provided in paragraph d herein.
- c. For the purpose of interpreting this section, any sworn law enforcement personnel employed by the Borough of Oradell, regardless of rank, assigned to work at the Oradell Borough Hall shall count toward the three (3) working sworn law enforcement officers provided that the individuals are in the building, available to serve as a backup based upon the work functions the individual is performing and provided with a police radio or other form of contact with the police desk to permit them to respond as necessary.
- d. To recompense police officers or police sergeants for additional safety hazard and additional workload, the Borough agrees to pay each police officer or police sergeant working on a tour with less than the necessary complement of sworn law enforcement officers as set forth in Paragraph 7(b), hazard/workload pay calculated as follows:
 - i. Seventy-Five Dollars (\$75.00) for the first sworn law enforcement officer missing from the complement of three (3) sworn law enforcement officers
 - ii. One Hundred Fifty (\$150) if more than one sworn law enforcement officer is missing from the complement of three (3) sworn law enforcement officers.

XXXIV. SENIORITY

1. Seniority shall be defined first by rank and then by continuous, uninterrupted service with the Borough of Oradell. When of equal rank, seniority shall be determined first by time in rank and then by continuous uninterrupted service with the Borough.
2. Layoffs shall take place in inverse order of seniority. Recalls shall take place by seniority.
3. Seniority shall apply herein to Priority of Overtime and Vacations as defined herein.
4. The Borough shall provide a current seniority list to the P.B.A. on signing of this Agreement and on January 1st of each succeeding year thereafter.

XXXV. BEREAVEMENT LEAVE

1. Permanent full time officers shall be granted up to five (5) working days leave without loss of regular pay upon the death of a member of his immediate family. Permanent full time officers shall be granted up to three (3) working days leave without loss of regular pay upon the death of a member of his extended family.
2. Immediate family shall be defined as the officer's spouse or domestic partner, children siblings or parents. Extended family shall be defined as the officer's brother-in-law, sister-in-law, mother-in-law, father-in-law or grandparents of the employee or the employee's spouse/domestic partner.
3. Reasonable verification of the event may be required by the Borough.
4. Any extension of absence under this Article, however, may be at the officer's option, and with the consent of the Chief of Police or Officer in Charge, be charged against available holiday or vacation time or be taken without pay for a reasonable period.

XXXVI. EMERGENCY LEAVE

1. In the event of the birth of a child to the Employee or Employee's spouse/domestic partner or the adoption of a child, then the officer shall be allowed up to five (5) working days leave of absence with pay.
2. A member of the Department may be granted emergency leave for any reason by the Public Safety Committee upon recommendation and report from the Chief of Police or officer in charge of the Department in the absence of the Chief.

XXXVII. NO WAIVER

1. Failure of the P.B.A. to strictly enforce or grieve its rights under this Agreement in any instance shall not be deemed to be a waiver of the P.B.A.'s right to grieve a similar instance in the future.
2. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled by law.

XXXVIII. PRESENT BENEFITS

All insurance coverage provided by the Borough for members of the Police Department at the time this contract is signed shall remain in force at the expense of the Borough of Oradell. All other benefits applicable to the members of the Police Department shall be maintained during the term of this Agreement at the expense of the Borough of Oradell. (See Schedule D.)

Effective January 1, 2011 and for every year thereafter of this Agreement, all employees shall pay one and one-half percent (1.5%) of the employee's pensionable base salary, as defined by the State of New Jersey, as contribution towards the cost of providing healthcare. This contribution will terminate on December 31, 2015 at the conclusion of this Agreement and shall be replaced by the then effective minimum amount required by law. The Borough shall provide a payroll deduction plan compliant with the Internal Revenue Code Section 125 so that all payments made pursuant to this paragraph or thereafter by law may be deducted from the employees' reported income for taxation.

Employees who retire on or after January 1, 2020, shall contribute 1.5% of the Employee's retirement allowance as a contribution towards the cost of Retirement Benefits provided under Paragraph 7 of Schedule D.

XXXIX. AGENCY SHOP

1. Any permanent employee in the bargaining unit who does not join the Union within thirty (30) days after achieving permanent employment status shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

2. The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands and liabilities resulting from any suit or action brought as a result of the implementation of the agency shop, and it shall reimburse the Borough for all costs, including reasonable attorney's fees, incurred in defense of the Borough. This section shall only apply provided there is no intentional wrongdoing on the part of the Borough.

XL. TERM AND RENEWAL

1. This Agreement shall have a term from January 1, 2024 through December 31, 2027. If the parties have not executed a successor agreement by December 31, 2027, then this Agreement shall continue in full force and effect until a successor agreement is executed.

2. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____th day of November, 2023.

ATTEST:

BOROUGH OF ORADELL

Borough Administrator

Mayor

Chairman,
Public Safety Committee

Chairman, Negotiating Committee
POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 206, INC.
ORADELL UNIT

ATTEST:

SCHEDULE A - SALARY

A. Effective:	<u>01/01/2024</u>	<u>01/01/2025</u>	<u>01/01/2026</u>	<u>01/01/2027</u>
Sergeants	\$155,937.00	\$161,005.00	\$165,835.00	\$170,396.00
Patrolmen	\$146,112.00	\$150,861.00	\$155,386.00	\$159,660.00

Employees assigned as Detectives or Detective Sergeants will be entitled to a \$2,000.00 annual stipend over the then effective Patrolman or Sergeant rate of pay. The Detective and Detective Sergeant stipend shall be evenly divided by payroll period and treated as salary for all purposes.

B. Effective:	<u>01/01/2024</u>	<u>01/01/2025</u>	<u>01/01/2026</u>	<u>01/01/2027</u>
Academy rate (Until graduation)	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
Rest of 1st Year	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00
2nd Year	\$ 53,840.00	\$ 53,840.00	\$ 53,840.00	\$ 53,840.00
3rd Year	\$ 61,680.00	\$ 61,680.00	\$ 61,680.00	\$ 61,680.00
4th Year	\$ 69,520.00	\$ 69,520.00	\$ 69,520.00	\$ 69,520.00
5th Year	\$ 77,360.00	\$ 77,360.00	\$ 77,360.00	\$ 77,360.00
6th Year	\$ 85,200.00	\$ 85,200.00	\$ 85,200.00	\$ 85,200.00
7th Year	\$ 93,040.00	\$ 93,040.00	\$ 93,040.00	\$ 93,040.00
8th Year	\$104,880.00	\$104,880.00	\$104,880.00	\$104,880.00
9th Year	\$110,720.00	\$110,720.00	\$110,720.00	\$110,720.00
10th Year	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
11th Year and up	\$146,112.00	\$150,861.00	\$155,386.00	\$159,660.00

The salary schedule for Patrolmen hired on or before December 31, 2015 shall be as follows:

Step	01/01/24	01/01/25	01/01/26	01/01/27
9 th year and up	\$146,112.00	\$150,861.00	\$155,386.00	\$159,660.00

(2) In addition to the salary reflected in Paragraph A or B of this Schedule, employees hired on or after January 1, 2016 shall receive \$2,000.00 annually beginning in their 12th year and continuing in the 13th and 14th and 15th years of service. This payment shall be divided into equal amounts, incorporated into the employee's payroll check, and treated as salary for all calculations. This payment shall be increased to \$3,000 beginning in the employee's 16th year and continuing through the 19th year of service. This payment shall be increased to \$4,500 beginning in the employee's 20th year and continuing through the 22nd year of service. This payment shall be increased to \$6,000 beginning in the employee's 23rd year and continuing through the 26th year of service. This payment shall be increased to \$8,000 beginning in the employee's 27th year of service and continuing through the 30th year of service. This payment shall be decreased to \$3,000 beginning with the employee's 31st year of service and continuing for the remainder of the employee's career.

C. A Designated Tour Commander, designated as such by the Chief of Police or Officer in Charge, or in the absence of a Designated Tour Commander, another senior Patrolman serving as Tour Commander, when there is no Sergeant on duty, shall receive an amount for each hour so worked equal to the difference in base pay per hour for Sergeants and Patrolmen, which shall be vouchered.

D. (1) Employees shall be permitted to "bank" time back and certain holiday and vacation pay as specified in this Agreement up to a total of 440 hours. Said banked time can be taken only when it will not cost the Borough any overtime, except immediately prior to retirement.

(2) Retiring employees may take their accumulated vacation, holidays and banked time as terminal leave in time off immediately prior to their retirement, or, at their option, as one lump sum payment. When an employee submits his retirement date, the employee may not be denied such accumulated time.. Furthermore, once an employee begins Terminal Leave, he/she cannot utilize any other available leave in place of terminal leave. In other words, once on terminal leave, the officer remains on terminal leave through the date of retirement.

(3) In any given year, accumulated vacation and holiday days for a retiring employee shall be calculated on a bi-annual, prorated basis (i.e., net of any vacation and/or holiday days already used by the employee).

a) If employee retires during the January through June time period, he/she will receive six months of their annual accumulated vacation and holiday days (i.e., net of any vacation and/or holiday days already used by the employee).

b) If employee retires during the July through December time period, he/she will receive twelve months of their annual accumulated vacation and holiday days (i.e., net of any vacation and/or holiday days already used by the employee).

SCHEDULE B - LONGEVITY

- A. For employees hired on or before December 31, 2015, longevity payments shall be as follows:

Tier I and Tier II PFRS Employees

After 3 years of service	1%
After 6 years of service	2%
After 9 years of service	3%
After 12 years of service	4%
After 15 years of service	5%
After 18 years of service	7%
After 21 years of service	9%
After 24 years of service	12%
After 30 years of service	6%

Tier III PFRS Employees

After 3 years of service	1%
After 6 years of service	2%
After 9 years of service	3%
After 12 years of service	4%
After 15 years of service	5%
After 18 years of service	7%
After 21 years of service	8%
After 23 years of service	9%
After 25 years of service	12%
After 27 years of service	13%
After 30 years of service	6%

* Years of service are based upon service with the Borough of Oradell and are calculated as of December 1 of each year. Only those officers who have completed the requisite number of years of service as of that date are eligible for the longevity payment stated.

** Calculated on base pay.

- B. Employees hired on or after January 1, 2016 shall not be entitled to longevity payments.

SCHEDULE C – VACATIONS

The vacation allowance shall be as follows for the terms of this Agreement:

- A. First Year - One working day per month after six (6) months.
- B. Second through Fifth Year of continuous service - Ten (10) working days.
- C. Sixth through Eleventh Year of continuous service - Fifteen (15) working days.
- D. Twelfth through Twentieth Year of continuous service - Twenty (20) working days.
- E. Twenty-First Year of continuous service and thereafter - Twenty-Five (25) working days.

SCHEDULE D - INSURANCE SUMMARY

INSURANCE SUMMARY

1. **Liability Coverage** - includes Employees \$5,300,000.00 Limit of Liability

Includes:

- A. False Arrest
- B. Detention or Imprisonment
- C. Libel and Slander
- D. Wrongful Entry and Eviction

Excludes:

- A. Assault and Battery
- B. Intentional Acts

2. **Accidental Coverage** - Injured on Job

- A. Workmen's Compensation pays

- 1. All medical bills
- 2. Lump sum benefit for loss of limbs, etc.
- 3. Widow benefits - Weekly benefit for duration of widowhood.
- 4. Funeral Allowance
- 5. Partial and Total Disability Benefits as provided by New Jersey Law.

3. **Police Professional Coverage**

\$100,000 Each Person
\$300,000 Each Incident
\$500,000 Aggregate

Covers Individual Police Officer for Assault and Battery and Intentional acts.

4. **New Jersey State Health Benefits Program** - Series 14/20

Blue Cross	Major Medical
Blue Shield	Rider J

including the qualifying family of the employee.

5. **Prescription Plan** - Full family plan with the following co-payments effective upon the execution of this Agreement:

\$10.00 co-payment for generic medications

\$20.00 co-payment for brand name medications within the formulary of the Plan

\$30.00 co-payment for other brand name medications.

On or after January 1, 2020, the Borough may require active employees to fill maintenance prescriptions through a mail order pharmacy.

6. **Dental Plan** - Family dental insurance plan through the Delta Dental Plan of New Jersey, Inc. insurance company, which is referred to as the program IIIA (with orthodontic benefits) plan by said company, or a substantially similar plan, such insurance terminating with retirement, provided, however, that the employer will arrange to continue the dental plan after retirement, at the expense of the employee, for any employee who so elects.

7. **Retirement Benefit** -

- A. Each employee covered by this Agreement who shall retire after 25 years of service pursuant to the Police and Firemen's Retirement System shall be provided with the following retirement benefits paid by the Borough of Oradell:
 - (i) Blue Cross, Blue Shield, Major Medical, Rider J, Series 14/20 (New Jersey State Health Benefits Program) covering the employee and the qualifying family of the employee;
 - (ii) For such employees retiring on or after January 1, 1993, Prescription Plan with \$5.00 deductible covering the employee and the qualifying family of the employee.
 - (iii) Employees hired on or after January 1, 2020 shall not be reimbursed for prescription co-payments in retirement.
- B. In addition to the benefits described in A of this paragraph 7, if pending legislation becomes law relieving the Borough of Oradell from at least 50% of the cost of providing the benefits described in A (i) above, for its retiring employees in the Police and Firemen's Retirement System and their families, then the Borough of Oradell at its cost shall provide to the retiring employee dental insurance under the Delta Plan described in paragraph 6 hereof, including the qualifying family of the employee.
- C. In the event the employer changes the insurance carrier from the New Jersey State Health Benefits Program to another carrier and said new carrier does not allow retired police officers and their qualifying family to be included under their plan, the employer shall then be obligated to provide each retired member a cash amount annually equal to the sum paid by the employer for a current active member of the Department for such coverage.

8. **Chapter 88 Benefits.** Notwithstanding any other provisions hereof, the employer shall supply those benefits which it is permitted to provide under Chapter 88, Public Laws of 1974, as amended by Chapter 436, Public Laws of 1981, which the employer has undertaken to provide by Resolution of the Mayor and Council adopted March 19, 1985.
9. **Death in Line of Duty -** The health benefits, consisting of Blue Cross/Blue Shield, Dental and Prescription, shall be continued at the cost of the employer for the life of the widow and for children, until age 18, of an employee who dies as a direct and proximate result of injury or illness incurred in the line of duty as an Oradell Police Officer.
10. **Benefits Carrier.** The Employer shall not change the Health Benefit carriers during the term of this agreement unless and until the following conditions are met:
 - A. The Employer shall provide the current plan document for the New Jersey State Health Benefits Plan as well as a proposed plan document and the network of participating providers for the proposed carrier at least 45 days prior to any change in Health Benefits carrier..
 - B. The proposed carrier shall provide a written guarantee to the Borough and the PBA that the proposed carrier will provide benefits equal to or better than those provided by the New Jersey State Health Benefits Plan pursuant to paragraph 4 of this Schedule D prior to any change in carrier.
 - C. The Employer shall provide to the PBA a written guarantee satisfactory in form and content to the PBA that any shortfall in coverage or increase in out-of-pocket expense as the result of the change in Health Benefit carrier shall be borne exclusively by the Employer, by cash reimbursement or otherwise making employees whole. This guarantee shall include the appointment of a permanent arbitrator from the New Jersey Public Employment Relations Panel to resolve any disputes between the parties concerning individual employee claims of change in benefits.
 - D. The Employer shall meet with representatives of the PBA, including any professional consultants retained by the PBA, to:
 1. Evaluate the proposed plan document submitted by the carrier including any shortfalls in coverage identified by the PBA; and
 2. Explore alternative options for cost savings or modifications to the existing coverage to maintain present benefit carrier.
 - E. Nothing in the forgoing paragraphs will prevent the Employer from presenting alternative health plans (or health care plan components such as prescription drug plans) to the PBA that do not meet the requirements of Paragraph 10(B). The PBA agrees to consider such alternative plans in good faith but, absent compliance with 10(A) through 10(D), the PBA shall not be obligated to agree to any change in coverage or any new plan. If the PBA and the Employer reach agreement on an alternate plan for active employees, any such agreement will be in writing,
11. **Opt-Outs.** If permitted under the relevant health plan, the Employer may make provision for opt-outs, so where there is duplicate coverage, the employee may at his election opt out of

dependent (spouse) coverage in return for a payment equal to 25% of the Borough's cost of such coverage.

December 6, 2022

Amendment Memorandum to the Collective Bargaining Agreement 2020 to 2023

RE: Retiree Contributions to Benefits


In clarification to the Collective Bargaining Agreement Article XXXVIII and Schedule D, retired members eligible for continued benefits shall contribute to the cost of those benefits by direct payment by the member to the Borough of Oradell upon the following terms:



1. The Borough will pay 100% of the costs of retiree benefit coverage upfront.
2. The Borough will instruct the Police and Fire Retirement System to cease and desist collecting contributions from retired member's benefit checks. Any previous withheld contributions should be returned from the State of New Jersey to each impacted member. The Borough will take whatever steps it can to assist its members in obtaining this refund understanding that the Borough has no authority to bind the State of New Jersey.
3. Retirees will provide a quotation of their annual retirement benefit from the Police and Fire Retirement System to establish the proper contribution. The total annual contribution will be 1.5% of the quotation. The first payment representing a prorated amount of the annual contribution for the remainder of the year will be paid within 30 days of the member's retirement date.
4. Thereafter, retirees will pay an annual contribution to benefits in amount equal to 1.5% of the retiree's annual retirement benefit. This payment will be made in two equal annual installments due on or before January 10 and July 10 or the first business day after each date.
5. The Borough will invoice the retired member prior to each due date to remind them that payment is due.
6. If the retiree fails to pay the required contribution, the Borough may charge the retiree a fee of an additional 10% of the payment amount due after the payment is 10 days late.
7. To the extent that the retiree fails to pay for more than 90 days, the Borough may seek to collect from the retiree in accordance with law including the amount of the contribution, the late fee, legal fees and any other amounts permitted by law.

Except as set forth in this letter agreement, the terms of the 2020 to 2023 Memorandum of Agreement shall remain unchanged. The terms of this letter

agreement shall be subject to the grievance arbitration provisions of the Memorandum of Agreement.

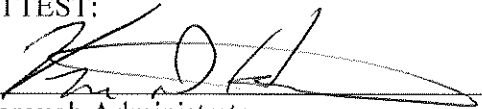
AGREED:

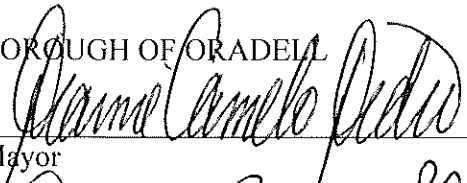
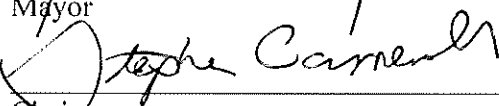

Borough of Oradell

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NJ State PBA Local #206

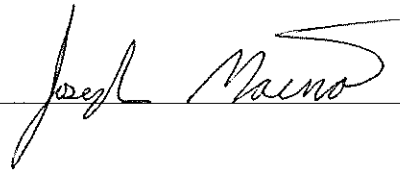
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this
____th day of December, 2023.

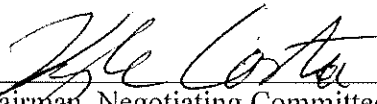
ATTEST:


Borough Administrator

BOROUGH OF ORADELL

Mayor

Chairman,
Public Safety Committee

ATTEST:




Chairman, Negotiating Committee
POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 206, INC.
ORADELL UNIT

