

AGREEMENT

Between

THE BOROUGH OF LINCOLN PARK



And

LINCOLN PARK

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 192

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

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PREAMBLE

THIS AGREEMENT, effective as of the 1st day of January 2017, by and between the BOROUGH OF LINCOLN PARK, NEW JERSEY, hereinafter referred to as the "BOROUGH," AND POLICEMEN'S BENEVOLENT ASSOCIATION, Local 192, hereinafter referred to as the "PBA," is designed to maintain and promote a harmonious relationship, between the BOROUGH and such of its employees who are covered by the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

The BOROUGH hereby recognizes the PBA as the exclusive and sole representative for collective negotiations concerning salaries, hours and other negotiable terms and conditions of employment for all members of the Lincoln Park Police Department, (hereinafter referred to as Members), excluding Chief, Deputy Chief, Captains, Dispatchers and School Crossing Guards.

ARTICLE II

DISCRIMINATION AND COERCION

The BOROUGH will continue its policy that there shall be no discrimination, intimidation or coercion by the BOROUGH or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the BOROUGH nor the PBA shall discriminate against any employee because of race, creed, color, sex, sexual orientation, age, religion, national origin, political affiliation or marital status.

ARTICLE III

MANAGEMENT RESPONSIBILITIES

All aspects of the business of the Police Department relative to management and direction of policy, regulations and practices of department personnel are the exclusive responsibilities of the BOROUGH, except as expressly modified by the terms of this Agreement.

Without limiting the foregoing, the BOROUGH's managerial rights, as exercised by the Chief of Police and/or the BOROUGH as applicable, include, but are not limited to the following:

- A. To determine the missions and policies of the BOROUGH;
- B. To manage and administer the affairs and operations of the BOROUGH;
- C. To direct the BOROUGH's work force and operations;
- D. To create, modify, add, organize and/or eliminate assignments, units, departments, divisions and/or bureaus;
- E. To assign, re-assign and transfer employees;
- F. To demote, suspend, discharge or otherwise discipline employees with just cause;
- G. To maintain efficiency of the BOROUGH's operations;
- H. To determine the facilities, methods, means, job classifications and personnel by which such operations are to be conducted;
- I. To lay off employees and to subcontract work;
- J. To determine reasonable work schedules and establish methods and processes by which such work is to be performed;
- K. To take whatever actions may be necessary to carry out the responsibilities of the BOROUGH;
- L. To hire, select, promote and evaluate all employees, and to determine their qualifications and conditions for their continued employment or their dismissal or demotion;
- M. To promulgate rules and regulations from time to time which may affect the orderly and efficient administration of municipal government.

With respect to the paragraph above, the BOROUGH's use and enjoyment of its powers, rights, authorities, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of this Agreement and applicable law.

ARTICLE IV

PRESERVATION OF RIGHTS

The BOROUGH agrees that all benefits, terms and conditions of employment relating to the status of the BOROUGH's police officers, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any police officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE V

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 herein shall be construed as limiting the right of any Member having a grievance to discuss this matter informally with any superior officer and having the grievance adjusted without formal proceedings.
3. Grievance procedures are intended to provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement. The following procedures shall be used.

B. DEFINITIONS

Grievance: For purpose of this Agreement, the term “grievance” means any complaint, difference or dispute between the employer and any Member with respect to the interpretation, application or violation or any of the provisions of this Agreement, or any applicable rule or regulation or policies, agreements or administration decisions affecting any employee(s) covered by this Agreement.

Days: For the purpose of grievances, a day is equal to one calendar day exclusive of weekends and holidays.

C. PROCEDURE

STEP ONE:

In the event that any Member has a grievance, within ten (10) days of the occurrence of the event being grieved, the Member shall present the grievance in writing to the Chief of Police. If no response is provided within ten (10) days of submission by the Member, the Association may treat the grievance as denied and proceed to Step Two.

STEP TWO:

If the Association wishes to appeal the decision of the Chief of Police or the Chief's failure to respond within ten (10) days, the grievance shall be presented in writing to the Borough Administrator or his delegated representative within ten (10) days of the decision or failure to respond. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator or his delegated representative may

give the Association the opportunity to be heard and will give his decision in writing within twenty (20) days of receipt of the written grievance.

STEP THREE:

1. If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties. The arbitrator shall not have the authority to add to, modify or delete any provisions of the Agreement.
2. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.
3. Members shall have the right to process their own grievance without representation.
4. The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as they may incur.

ARTICLE VI

EMPLOYEE DISCIPLINE

- A. Where a charge is made against a Member of the Association, the provision of *N.J.S.A.* 40A:14-147 shall regulate the procedure governing such charge.
- B. The BOROUGH shall not discipline, suspend or discharge without just cause.
- C. In carrying out any disciplinary action, the BOROUGH shall not violate any statutes or administrative rules of New Jersey in effect at the time. A Member who is disciplined or discharged shall be entitled to a statement in writing outlining the reasons for such action.

ARTICLE VII

TOURS OF DUTY AND OVERTIME

- A. The Chief of Police shall establish the work schedule.
- B. Court compensation: All Court appearances and administrative body appearances which arise out of Member's status as a Police Officer shall be compensated at the overtime rate (time and one half) with a three (3) hour minimum. This does not apply to those appearances that occur during the officer's regular scheduled duty hours.
- C. Members of the Detective Bureau shall not be entitled to be paid for overtime for being "on-call" as detectives. In lieu of any overtime compensation, the Member(s) shall receive the sum of twenty-five hundred dollars (\$2,500) per contract year for "on-call" rotations.
- D. Members who are required to work longer than a regular tour of duty shall be paid for the overtime at one and one half times the base hourly rate, as set forth in Article XIV.
 - 1. There shall be no compensation for scheduled overtime less than one (1) hour, nor shall there be compensation for incidental overtime which may be required to close out or complete a scheduled tour of duty.
 - 2. A Member shall not become eligible for overtime based upon accumulation of time resulting from shift trade off.
- E. A published overtime list of all Members based on seniority shall be maintained and overtime shall be offered to each Member as his turn arises. If a Member is unavailable when overtime is offered, the member shall forfeit his/her turn.
- F. Available overtime for vacant Public Safety Telecommunicator positions shall be offered first to full or part-time Public Safety Telecommunicators employed by the Borough. If no available Public Safety Telecommunicator can be identified, the overtime opportunity will then be offered to qualified PBA members according to the provisions of Paragraph E.
- G. Shift Commander shall be a Sergeant or above, or the Senior Patrolman, who shall be compensated at the appropriate rate for the position vacated.
- H. A Member who performs duties of a higher rank shall be compensated for such duties at the appropriate rate for the duties performed.
- I. Any Member assigned by the Department to the role of Field Training Officer shall receive a \$5.00 per hour stipend for any time spent while in that assignment. The FTO schedule shall be set by the Chief of Police.

ARTICLE VIII

HOLIDAYS

- A. Members of the Police Department shall be given 112 hours of compensatory time off in recognition of the following fourteen (14) holidays. Compensatory time off for holidays shall be in accordance with a schedule established or approved by the Chief of Police.

The designated holidays are:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	President's Day
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day
Christmas Eve	Independence Day
Christmas Day	Floating Holiday

Additional holidays may be designated at the discretion of Borough Council.

- B. The BOROUGH will "buy back" unused holiday hours at a Member's regular rate of pay if requested, in writing, by the Member and such request is approved by the Chief of Police before December 1st in the year the holiday hours are earned. The PBA agrees that tours of duty resulting from such buy backs shall be assigned by the Chief of Police during the remainder of the year, in such a way as to minimize overtime costs to the BOROUGH. No Member whose holiday hours are "bought back" in accordance with the provisions of this paragraph shall unreasonably refuse any tour of duty assigned by the Chief of Police in furtherance of this policy.

ARTICLE IX

VACATION

A. The annual vacation leave with pay for Members of the department shall be earned at the following rate:

1 st year	96 hours (eight hours for each completed month of service)
2 – 5 years	104 hours
6 – 10 years	120 hours
11 – 15 years	144 hours
16 – 20 years	160 hours
20+ years	192 hours

For Members hired prior to January 1, 2000, “Years of Service” shall be those years credited within the Police & Fire Retirement System, if those years are greater than his/her years of service to the BOROUGH.

B. A Member will not be granted vacation leave during the initial three (3) months of employment but such period shall be credited towards annual vacation allowance.

C. Eligibility for additional vacation hours based upon length of service shall vest at the time of a Member’s anniversary date. However, such additional vacation hours may be utilized as of January 1st in any calendar year in which a Member shall become so eligible.

D. Annual vacation leave shall be non-cumulative and taken during such periods as may be approved by the Chief of Police provided however, that unused vacation leave resulting from work scheduling may be taken prior to December 1st in the next succeeding calendar year if requested, in writing, by a Member and such request is approved by the Chief of Police before December 31st in the year vacation is earned, provided further that dates on which said unused vacation leave is to be taken shall be requested, in writing, by a Member and approved by the Chief of Police before April 1st in said next succeeding calendar year.

E. Except in the case of retirement (as specified in Section F) or termination for just cause, a Member who is terminated or who voluntarily terminates his employment, shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation becomes effective.

F. If at any time during the calendar year a Member retires after 15 years or more of employment, or as a result of permanent disability incurred in the line of duty, he shall be entitled to full vacation allowance for that year.

G. The BOROUGH will “buy back” unused vacation hours at a Member’s regular rate of pay if requested, in writing, by the Member and such request is approved by the Chief of Police before December 1st in the year the vacation hours are earned. The PBA agrees that tours of duty resulting from such buy-backs shall be assigned by the Chief of Police, during the remainder of the year, in such a way as to minimize overtime costs to the BOROUGH. No Member whose vacation hours are “bought back” in accordance with the provisions of this paragraph shall unreasonably refuse any tour of duty assigned by the Chief of Police in furtherance of this policy.

ARTICLE X

SICK LEAVE

- A. The Borough will implement an Unlimited Sick Leave Policy, effective January 1, 2017, for Members of PBA Local 192 hired after August 1, 1992. Those Members hired on or before August 1, 1992, however, specifically Frederick Mabey and Anthony Simone, shall not be effected by the provisions of the Unlimited Sick Leave Policy and instead shall continue to receive Sick Leave benefits as per the provisions contained within Article X of the preceding agreement between Local 192 and the Borough, dated January 1, 2016 through December 31, 2016.

- B. In order to qualify for regular pay under the provisions of this Agreement on account of illness in excess of two (2) or more consecutive days the Chief of Police may require that a physician's certificate verifying proof of illness be produced in order for that officer to return to duty. The Chief of Police may also require that a physician's certificate verifying proof of illness be produced in instances of frequent or habitual absence from duty or when there is reasonable cause for requiring such certificate. After the use of four (4) unexcused sick days in any given calendar year the Chief of Police may request in writing that a physician's certificate verifying proof of illness be submitted prior to the officer's return to duty.

- C. No member may be off longer than 12 consecutive months or 18 months in the aggregate during any 36 month period from the date the employee is unable to work due to disability from illness and/or injury or related illness and/or sickness. Included in the 12-month period of time for disability due to illness and/or injury is any combination of paid and/or unpaid leaves of absence, including leave for the employee's own serious health condition as defined under the provisions of the Family and Medical Leave Act (FMLA). In other words, paid sick leave is to run concurrently with FMLA leave if the FMLA is applicable to such injury and/or sickness. Sick Leave may not be used for the illness of any individual other than the employee, except for qualifying reasons under the provisions of FMLA.

- D. Subject to operational considerations, and physical and/or medical limitations and capabilities of the Member, the Chief of Police may identify temporary modified-duty assignments for Members who have a non-permanent injury or medical condition resulting in temporary work limitations or restrictions.

- E. Employees on paid sick leave must remain in the immediate vicinity of their primary home during the period of such a leave unless prior written permission to travel is obtained from the Chief of Police. Reasonable verification may be made by either a visit to the member's home or by telephone call. Exceptions are limited to doctor's office and pharmacy visits, in which case the member may be required to produce a doctor's note or a pharmacy receipt, and for religious services.

- F. A new Member shall not be granted paid sick leave during the initial three (3) months of employment unless such a request is accompanied by a physician's certificate.
- G. Thirty-six (36) PTO hours shall be granted in a calendar year to any Member who has a record of taking zero hours of Sick Time during the preceding calendar year. Members who use between 1 and 12 hours of Sick Time will earn 24 hours of PTO. Members who use 13 or more hours of Sick Time will not earn any additional PTO hours.
- H. As of December 31, 2016 the accumulation of all sick leave for all Members hired after August 1, 1992 will terminate. Sick Time hours already accumulated will be converted to a separate Converted Sick Time/Paid Time Off (PTO) Bank according to the following formula; a 1 (one) for 1 (one) ratio for up to the first 100 hours of converted Sick Time, and a 2 (two) for 3 (three) ratio for any other hours remaining. An accounting of those hours for each member is attached hereto as Appendix A.

This bank of Converted Sick Time/Paid Time Off (PTO) hours, which shall be maintained by the Chief of Police, may be used for scheduled time off insofar as the requested time off does not create an anticipated need for overtime. Converted Sick Time PTO hours may not be "sold" back to the Borough. Any Converted Sick Time PTO hours not used prior to separation or retirement from employment with the Borough will be forfeited.

ARTICLE XI

WORK INCURRED INJURY

Where a Member covered under this Agreement suffers a work-connected injury or disability, the BOROUGH shall continue such Member at full pay, during the continuance of such Member's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the BOROUGH.

The Member shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Mayor and Council may reasonably require the said Member to present such certificate from time to time.

In the event the Member 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 its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability, and such findings by the Division of Workers' Compensation or by the final decision of the last reviewing court shall be binding upon the parties.

For the purposes of this Article, injury or illness incurred while the Member is attending a BOROUGH sanctioned training program shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or if there is an appeal therefrom, the final decision of the last reviewing court.

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.

ARTICLE XII

BEREAVEMENT LEAVE

- A. All members working a typical 5 days on/2 days off schedule (eight hour shifts) or a 4 days on/3 days off schedule (10 hour shifts) shall be entitled to 40 hours off with pay on the days immediately following the death of a member's husband, wife, child, stepchild, mother, father, brother or sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, maternal and paternal grandparents, stepfather and stepmother. All members working the Pitman Schedule (12 hour shifts) shall be entitled to 48 hours off with pay on the days immediately following the death of a member's husband, wife, child, stepchild, mother, father, brother or sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, maternal and paternal grandparents, stepfather and stepmother.
- B. Reasonable verification of the event may be required by the BOROUGH.
- C. In the event of a death in the immediate family which would cause a Member to travel considerable distance or would otherwise entail additional time off, a maximum of forty (40) hours may be granted by the Borough Administrator at his discretion in unusual or extraordinary circumstances.

ARTICLE XIII

MILITARY LEAVE

- A. Leaves of absence will be granted to Members who are members of the National Guard, or one of the reserve components of the Armed Forces for field training duty (not to exceed two weeks) and emergency service authorized and conducted by the various branches of the Military or Naval Service.

- B. The Member shall make formal written request through the Chief of Police to the Borough Administrator immediately upon receipt of orders. The Member shall submit a copy of the Military Order to the Chief of Police, unless such order is of a classified nature. The Member, upon return from duty, shall submit a certificate showing the dates of participation in the training program.

- C. Members shall be given time off with pay to attend required active duty training in accordance with existing law. Such time off shall be in addition to vacation leave. The Chief of Police shall reschedule a Member's hours and days of work to enable a Member to attend drills and still fulfill all employment responsibilities without the need for additional time off.

ARTICLE XIV
SALARIES AND WAGES

During the term of this Agreement, Members shall be paid the following:

A. Base Salary:

1. All Members covered by this Agreement shall be paid base salaries as set forth in Appendix B and Appendix C.
2. Base Salary shall exclude compensation for college credits and detective incremental pay.

B. Salary step to occur as of January 1st of the year in which the Member attains 37 months of service in the Department and every year thereafter, rather than the Member's actual anniversary date.

C. For Members hired prior to January 1, 2000, "Years of service" shall be those years credited within the Police & Fire Retirement System, if those years are greater than years of service to the BOROUGH.

D. Probationary Period

- a. Each police officer shall be required to serve a working test period prior to permanent appointment to the Department. The working test period is one year from the date of completion of the police training course, or if already holding a valid New Jersey Police Training Commission Certification, one year from the date of appointment, in accordance with *N.J.S.A. 52:17B-66, et seq.*
- b. During such working test period such applicants may be discharged prior to or at the termination of said working test period at the discretion of the Chief of Police with the concurrence of the Appointing Authority, consistent with law.
- c. This section shall not prohibit the hiring of a police officer from another community who has completed the required police training course. Such officer shall be required to submit to the same working test period as established above.
- d. All Members promoted to a higher rank shall be subject to a six (6) month working test period during which the Member may be demoted by the Appointing Authority.

E. Performance Evaluation Committee

A performance evaluation committee consisting of the Borough Administrator, Chief of Police, and three PBA members selected by PBA shall meet from time to time for the purpose of establishing performance evaluation standards and procedures. The performance evaluation committee shall function solely as an advisory body for the purpose of evaluating departmental personnel.

F. Extra Duty Work

Effective January 1, 2013, Members shall receive \$85.00 per hour for extra-duty employment work. The contractor shall also pay a \$15.00 per hour administrative fee to the Borough.

ARTICLE XV

PERSONAL HOURS

- A. Members shall be entitled to thirty-two (32) personal hours per year. These hours are in addition to hours granted under ARTICLE X, Paragraph "G", Sick Leave.
- B. Personal hours may be accumulated from year-to-year, up to a maximum of forty (40) hours.

ARTICLE XVI

COLLEGE CREDITS

- A. Members will receive twenty-five (\$25.00) dollars per annum for each college credit hour completed toward a degree. Once an Associate Degree is obtained, the Member will receive an additional seventy-five (\$75.00) dollars per year. Once a Bachelor Degree is obtained, the Member will receive an additional two hundred and fifty (\$250.00) dollars per year. If the Member obtains a Master Degree, the Member is entitled to two hundred and fifty (\$250.00) dollars per year in addition to the two hundred and fifty (\$250.00) dollars received for the Bachelor Degree.

- B. Credits eligible for compensation will be established in January of each year by the Borough Administrator.

- C. This allowance shall be subject to the following provisions:
 - 1. Course must be taken on Member's time off (off duty hours).
 - 2. Course must be given by a college or university accredited by a recognized accrediting association.
 - 3. Course must be credited by a college toward a Police Science degree or a "related field of study".
 - 4. No credit shall be given for course work receiving a grade below "C".
 - 5. Members shall supply Administrator's office with updated transcript of eligible college credits earned no later than January 10th of each year.
 - 6. Members shall be employed by the department for a minimum of two (2) years before being eligible for college credit compensation.

- D. Members shall be limited to one hundred thirty-five (135) credits (maximum), all degrees included.

ARTICLE XVII

HOSPITAL AND MEDICAL INSURANCE

- A. All Members covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross, Blue Shield, Rider J and Major Medical Insurance as provided for in the State Health Plan and shall be entitled to coverage of the New Jersey Dental Plan, Intermediate Level, Plan B, or equivalent.
- B. All Members, upon retirement, after twenty-five (25) years or more of continuous full-time employment, or twenty-five (25) years or more of service credited in a state recognized pension system (P.F.R.S. or P.E.R.S.) shall continue to receive full health benefit coverage as described above until the age of sixty-five (65). Subject to the limitations set forth below, the BOROUGH shall provide for eligible employees at age 65 the following:
- a. Eligible Police Department retirees who are currently receiving health benefits who have already retired as of January 1, 2013 and are 65 years of age or older shall receive only reimbursement for Medigap, Plan C and Part D coverage provided through AARP or its equivalent at the expense of the BOROUGH.
 - b. All eligible police officers employed by the BOROUGH as of December 19, 2012, shall receive reimbursement for Medigap insurance coverage, upon retirement, as defined herein and at age 65 with a premium cost not to exceed \$4,000.00 paid for by the BOROUGH.
 - c. All police officers hired on or after December 19, 2012, shall not receive any health insurance benefits paid by the BOROUGH beginning at age 65 in accordance with the terms of the collective negotiations agreement, nor shall they receive reimbursement for Medigap coverage.
 - d. If a retired police officer who is over age 65 has a dependent spouse, the dependent spouse shall receive single coverage only up to the time that the dependent spouse attains age 65. Once the dependent spouse reaches age 65, the dependent spouse shall receive reimbursement for Medigap coverage as would the retired police officer. Furthermore, if the retired employee has dependent children, then the retired employee's dependent spouse who is under age 65 would receive parent/child coverage and not full family coverage.
- C. The BROUGH shall provide full medical coverage for survivors of officers killed in the line of duty as defined hereafter. The surviving spouse shall be provided full medical coverage as delineated in Paragraphs A and B above until such time as he/she may remarry. Surviving children shall be provided full medical coverage until they reach the maximum age permitted by law. The BOROUGH shall pay the premiums for these benefits.

- D. The prior medical deductible of \$200.00 for a family plan and the husband and wife plan shall remain unchanged.
- E. Employee and employer contributions toward health care benefit premiums shall be consistent with current New Jersey state law.
- F. Dental coverage shall be \$2,000.00 per year per covered dependent.
- G. The Borough shall maintain an Eye Care Plan for Members and each of their insured eligible dependents. The maximum reimbursement per year, per person, shall be three hundred (\$300.00) dollars for eye exams and prescription eye glasses and/or prescription corrective lenses. The Eye Care Plan may also be utilized for LASIK eye surgery or other similar corrective procedures.

ARTICLE XVIII

UNIFORM ALLOWANCE

The BOROUGH, with the approval of the Borough Administrator or Chief, shall replace all uniform equipment damaged in the line of duty.

ARTICLE XIX

PAID TIME OFF (PTO)

Only vacation leave, personal leave and holiday leave will be converted to “Paid Time Off” (“PTO”) to be taken by the Member subject to approval by the Chief of Police. At the end of the year, any unused time will be transferred over to the members “PTO Bank” and therefore, available in subsequent years for use as “PTO Time” in accordance with standard procedures. The member can sell back up to 120 hours from their PTO bank each year. In addition, all other provisions as it pertains to Holiday time and Vacation time will remain the same.

ARTICLE XX

CONDUCTING PBA NEGOTIATIONS ON BOROUGH TIME

The BOROUGH shall permit the PBA Negotiating Committee (up to two (2) members) to attend collective bargaining meetings during hours of duty, provided the conduct of negotiations shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen.

The BOROUGH agrees to grant time off, as provided by State statute, to officially designated members of the PBA to attend the Official State Conventions, provided that thirty (30) days written notice is first given to the Chief of Police by the PBA.

The PBA delegate shall be allowed to attend PBA State meetings during hours of duty as long as attendance does not cause overtime expenditures within the Police Department. The PBA delegate shall be permitted thirty-six (36) working hours annually for the purpose of attending State PBA monthly meetings. The Chief of Police shall be notified of the name of the elected delegate and the monthly meeting schedule as soon as it is available.

ARTICLE XXI

FULLY BARGAINED PROVISIONS

- A. The agreement represents and incorporates the complete and final understanding and settlement by all parties of all bargaining issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, nor whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXII

SEPARABILITY AND SAVINGS CLAUSE

- H. It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or application of such provision to other persons or circumstances shall not be affected thereby.
- I. If any such provisions are so invalid, the BOROUGH and the PBA will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXIII

NO STRIKE

The PBA and Members recognize that the performance of Police service as an essential function of the BOROUGH government. Accordingly, it recognizes and accepts its responsibility to provide uninterrupted, continuous police service. The PBA agrees that it will not participate in or coerce a strike, job action, work slowdown or engage in disruptive activity. The provisions hereto shall not be construed to limit or restrict the PBA or its members from engaging in grievance procedures as set forth in the Agreement.

ARTICLE XXIV

TERM OF CONTRACT

Except where expressly provided to the contrary herein, this Agreement shall begin on January 1, 2017 and shall remain in full force and effect until December 31, 2019. Therefore, the Agreement shall be automatically renewed from year to year unless either party shall give a renegotiation notice in writing to the other party no sooner than one hundred and fifty (150) days, nor no later than ninety (90) days, in advance of the expiration date hereof. All proposed changes by the noticing party shall be submitted in writing at the time the initial renegotiation notice is given.