

Borough of Frenchtown

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PBA Local 188

1-1-18 — 12-31-19

THIS AGREEMENT is made on this 11th day of July, 2018 by and between the BOROUGH OF FRENCHTOWN, a municipality in the County of Hunterdon, State of New Jersey, hereinafter referred to as the "Employer" or "Borough", and the HUNTERDON COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO.188, BOROUGH OF FRENCHTOWN UNIT, hereinafter referred to as the "PBA".

PREAMBLE

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Borough, its employees and the PBA to establish a basic understanding relative to the rates of pay, hours of work, and other conditions of employment consistent with the law:

NOW, THEREFORE, in the consideration for the mutual covenants herein, the parties agree as follows:

ARTICLE I

MANAGEMENT RIGHTS

1. Except as so modified by this Agreement or practice, the Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it as the appropriate authority prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States of America to conduct the business of the Borough, including to manage and direct the affairs of the Police Department and to fulfill its lawful obligations.

2. It is further understood and agreed that all rights of management are retained by

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the Borough, except as modified by this Agreement, and that these rights shall include but not by way of exclusion, the right to (a) select and direct the Officers; (b) hire, promote, transfer and assign; (c) suspend, demote, discharge or take other disciplinary action for good cause; (d) relieve Officers from duty because of lack of work or for other legitimate reasons; and (e) determine the work to be performed within the unit of employees covered by this Agreement.

ARTICLE 2

RECOGNITION

1. The Borough recognizes the PBA as the exclusive and sole representative for the negotiations unit concerning salaries, hours of work, and other terms and conditions of employment for all full-time Police Officers and Sergeants ("Officers") employed by the Borough and specifically excludes the Chief of Police, Captains, Lieutenants, special school guards, special officers and clerical employees, and other employees of the Borough.

2. All references to the male gender shall also refer to the female gender.

ARTICLE 3

NEGOTIATIONS PROCEDURE

1. The Borough and the PBA agree to enter into negotiations for a successor agreement in accordance with the Rules and Regulations of the Public Employment Relations Commission ("PERC."). Such Agreement shall apply to all members of the negotiations unit and shall be reduced to writing and, after ratification, signed by the parties.

2. The parties mutually pledge that their representatives shall be empowered with

the authority to make proposals, consider proposals, make counter proposals and enter into tentative agreements as the representatives of the PBA membership and the Borough Council. No tentative agreements shall be binding until ratified or adopted by the PBA membership and authorized by the Borough Council.

ARTICLE 4

SEVERABILITY CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision invalidates any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE 5

RETENTION OF BENEFITS

It is understood and agreed upon that all rights, privileges and benefits which the Officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough except as modified by this Agreement.

ARTICLE 6

GRIEVANCE PROCEDURE

1. For the purpose of this Agreement, the term "grievance" is hereby jointly defined as an appeal of the interpretation, application or violation of this Agreement and/or policies, agreements, and administrative decisions affecting an Officer or the PBA.

2. For the purpose of this grievance procedure the PBA, Officer or group of

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Officers, shall hereinafter be referred to as the "grievant." The PBA may file an individual grievance on behalf of any Officer or institute a group grievance when the grievance affects more than one (1) member of the negotiations unit.

3. All grievances shall be made in writing and shall contain a general description of the relevant facts from which the grievance derives.

4. Unless otherwise provided by law, including the New Jersey Attorney General Guidelines on Internal Affairs Policy and Procedures, it is agreed that all parties involved in the grievance proceedings shall make available all documents and materials pertinent to the subject matter of the grievance.

5. No grievance settlement shall in any way operate to modify, add to, or subtract from any of the terms of this Agreement nor shall such settlement be contrary to law. Any such settlement shall be final and binding upon the parties. Only the PBA and the Borough Council can settle a grievance and such settlement shall be reduced to writing and executed by the parties.

6. The number of days referred to in the grievance procedure is to "business days" which excludes Saturdays, Sundays, holidays and any days on which the Borough is officially closed. Both parties shall adhere to the time limits set forth herein unless the time limits are extended by mutual agreement.

7. Any grievant may orally present a grievance to his immediate supervisor in an attempt to settle the matter informally. In the event the grievant is not satisfied with the resolution proposed, the grievant may proceed in accordance with the procedure set forth

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herein. The PBA shall participate in all steps of the grievance procedure. A grievance orally presented will not toll the periods provided by Article 6, Section 8.

8. Steps of the Procedure:

Step One.

A grievance must be filed within 15 business days from the date the grievance arose or became known to the grievant, whichever is later. Failure to file a grievance within the required time shall prevent further processing of the grievance. The grievance shall be submitted in writing to the Chief of Police, who may conduct a hearing regarding the grievance at his discretion, and shall render a decision, in writing, within 15 business days of the receipt of the grievance. The written decision shall be provided to the PBA representative.

Step Two.

If the grievant is dissatisfied with the answer to the grievance in Step One, or no decision has been rendered in a timely fashion, then, within 15 business days of the date that the PBA received the decision or, if no decision is rendered, within 15 business days of when the decision was due, the grievant may submit the written grievance to the Police Committee, which shall review any decision and either reverse, affirm, or modify same within 15 business days of the submission of the grievance, in writing. The written decision shall be provided to the PBA representative.

Step Three.

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If the grievance is not satisfactorily disposed of at Step Two, or if no decision has been rendered in a timely fashion, then, within 15 business days of the date that the PBA received the decision or, if no decision is rendered, within 15 business days of when the decision was due, the grievant may submit the written grievance, in writing to the Mayor and Council. The Mayor and Council may conduct a hearing regarding the grievance at their discretion, and shall render a decision, in writing, within 15 business days of the receipt of the grievance. The written decision shall be provided to the PBA representative.

Step Four.

If the grievance is not satisfactorily adjusted between parties through Steps One, Two, or Three, then within 15 business days after receipt of the Mayor and Council's written decision, or within 15 business days of when the decision was due if not received, the PBA or the Borough may submit the grievance to binding arbitration through the PERC.

a. All grievances, including discipline, may be submitted to binding arbitration except as otherwise prohibited by law.

b. The arbitrator shall hold the hearing at a time and place convenient to the parties and shall issue a written decision. The fees and expenses of the arbitrator, including court reporter or transcript fees, if the parties mutually agree to have the proceeding transcribed, shall be borne equally by the parties; except that any party causing a late cancellation fee shall bear that expense alone.

c. The arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this Agreement and shall confine his decision to the precise

issue(s) presented for arbitration and shall have no authority to determine any other issue(s) not presented, except as they may be necessary to a determination of the issue(s) submitted for arbitration.

d. All grievance hearings shall be conducted in private. The hearing(s) shall be scheduled to avoid time off from regularly scheduled shifts. In the event a grievant, or witness is on duty, he shall be permitted to attend said hearing without reduction or loss of pay.

e. In the event that the grievance is scheduled to be heard during the grievant's time-off, or witness' time-off, neither the grievant nor the witness shall be paid for attending the hearing; except that, a witness called by the Borough shall receive overtime if called-in on his time off.

ARTICLE 7

JUST CAUSE PROVISION

No Officer shall be discharged, suspended, reduced in rank or compensation, or otherwise disciplined, without just cause. Any such action asserted by the Borough, or any agent or representative thereof, shall be subject to the Agreement's grievance procedure if recourse is not provided for under Title 40A.

ARTICLE 8

POLICE OFFICERS' BILL OF RIGHTS

1. In an effort to insure that Departmental Investigations are conducted in a manner which is fair and that promotes good order and discipline, all administrative and internal affairs investigations, whether conducted in-person or through written questionnaire,

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will be conducted pursuant to the New Jersey Attorney General Guidelines on Internal Affairs Policy and Procedure.

2. If he so requests, an Officer whether a witness or a target, may have a PBA representative and/or an attorney present at the interview and shall not be required to answer any questions until said representative and/or attorney arrives. If an Officer requests representation, it shall not delay the interview by more than 24 hours unless the Chief of Police agrees to allow for more time.

3. When an Officer is involved in a critical incident, such as a shooting, motor vehicle accident, or physical altercation, he shall be immediately removed from the area or as soon thereafter as possible, if he requests medical attention or evaluation. Said Officer shall not be required to respond to any questions or supply any statement or written reports until he is released by the evaluating physician or other medical professional. Such delay shall not exceed one (1) business day unless the Officer is physically and/or mentally incapacitated.

ARTICLE 9

PBA REPRESENTATIVE

One (1) representative of the PBA, who is an Officer, may enter Borough facilities or premises at reasonable hours for the purpose of observing their constituents or assisting in the adjustment of grievances. The PBA will request permission from the Chief of Police at least twenty-four (24) hours prior to entering the Borough's facilities to conduct PBA business, except in an emergency situation. Permission will not be unreasonably withheld provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the

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recall of off-duty Officers to bring the Police Department to its proper effectiveness.

ARTICLE 10

SENIORITY & PROBATIONARY PERIOD

1. Seniority will be calculated as of the latest hiring date and will not be deemed interrupted by any approved leaves provided that the leave is for not more than one (1) year. A leave of absence in excess of one (1) year results in a break in service. If the Officer desires to return to service after one (1) year, the Officer will be treated as a new hire. Seniority will terminate upon resignation or discharge from the Police Department.

2. Officer shall serve a one (1) calendar year probationary period from the date of hire. Officers shall become permanent and be granted seniority retroactive to the date of hire upon successful completion the probationary period upon recommendation by the Chief of Police and permanently hired by the Borough Council.

3. Officers promoted from the negotiations unit shall not continue to accumulate seniority for the purposes of this Agreement. If said Officer is returned to the negotiations unit, he will be granted the seniority he attained prior to promotion.

ARTICLE 11

EXCHANGE OF DUTY TOURS

Officers shall be permitted to voluntarily exchange their tours of duty subject to the prior approval of the Chief of Police, or his designee provided that such exchange does not, in the sole judgment of the Chief, or his designee, have a negative effect on the operation of the Police Department and provided that the exchange does not diminish the effectiveness of the

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Police Department or require the recall of off-duty Officers to bring the Police Department to its proper effectiveness.

ARTICLE 12

SAFETY AND WORK RULES

Officers and the Borough are to comply with all safety and established work rules contained in the Rules and Regulations on file with the Police Department.

ARTICLE 13

PERSONNEL FILES

1. Officers shall have access to their personnel files, upon 24 hours' notice to the Chief of Police and may be viewed during the Chief's normal working hours. If an Officer disagrees with an item in his personnel file, he may place a rebuttal statement in the file.
2. Files remain the property of the Borough and shall not be removed from the Police Department without the express written consent of the Chief of Police. An Officer may copy anything that is in his files.
3. No document of anonymous origin shall be included in a personnel file. The Borough shall notify the Officer in writing when any item is placed in his employee file.
4. Internal Affairs documents will only be placed in a personnel file consistent with the New Jersey Attorney General Guidelines on Internal Affairs Policy and Procedures.

ARTICLE 14

EVALUATIONS

Each Officer shall have his work performance evaluated at least once during each calendar year. A copy of each written evaluation of work performance shall be given to the Officer. The Officer shall sign the evaluation acknowledging that he has reviewed it (not agreement with it) immediately following such review. The Officer shall submit any response to the evaluation within 30 calendar days from the date of his signature, which statement shall become part of the evaluation.

ARTICLE 15

HOURS OF WORK AND OVERTIME

1. Hours of Work.

a. The workweek shall be 5 consecutive days on duty followed by 2 consecutive days off duty. The 8-hour work schedule is based on working 80 hours in a 14 consecutive day cycle. In the second week of the cycle an officer shall receive 2 float days off duty. The Officers annual work year shall be 2080 hours.

b. Officers must report for duty fifteen (15) minutes prior the start of their scheduled shift and shall be permitted to leave fifteen (15) minutes before the end of their tour of duty; provided that all necessary information has been disseminated to the relieving Officer who shall be on duty. Overtime shall not be paid to either officer if all information is not

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disseminated during the 15-minute debriefing.

c. An officer shall have the option to elect to take overtime in cash payment or compensatory time. An officer shall be allowed to accumulate up to 480 hours of compensatory time. At the end of each calendar year, an officer may elect to cash-in all or part of his banked compensatory time. If he elects to cash-in, he shall provide the Borough notice of the amount to be cashed-in on or before October 1 of the year. Payment shall be made to the officer in the first pay period of December. Any time not cashed-in shall carry from year-to-year.

d. The Chief of Police shall post the schedule for each quarter one month before the commencement of the quarter. The Chief of Police shall post the schedule for the remainder of 2018 by August 1, 2018.

e. Officers shall have a minimum of 12-hours off duty between shifts. However, an officer can agree to work with less time off between shifts at his option. The Chief of Police shall have the right to make changes in the starting and stopping time of the daily work schedule in cases of emergencies. Any such temporary scheduling changes shall be for the efficient operation of the Police Department and only during the extent of the emergency.

i. "Emergency" as used herein shall include any unusual conditions caused by any circumstances or situation including shortages in the personnel of the Police Department or force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled as shall be determined by the Chief of Police.

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ii. The limits and standards to be observed in determining such "emergency" include: (1) incidents caused by the Borough shall be unintentional and of an accidental nature; (2) the emergency must involve a situation which threatens the health, safety and welfare of the public; (3) the emergency must be of limited time duration; and (4) any violation or suspension of contractual agreements must be limited only to the duration of the emergency.

2. Shift Definitions

- a. The day shift shall be 0600 to 1400 or 0800 to 1600 hours.
- b. The afternoon shift shall be 1400 to 2200 or 1600 to 2400 hours.
- c. The midnight shift shall be 2000 to 0600 or 2400 to 0800 hours.

3. Temporary Assignment

Members of the Police Department may be used from time to time for assignment to specialized units or administrative details. During this period of time the Officer will work a tour of duty suitable for such assignment.

4. Meal Breaks

Officers shall receive a paid 30-minute meal period and 2 paid 15 minute breaks. Officers are subject to recall during their breaks when necessary.

5. Overtime

- a. Overtime work shall be divided equally among unit members.
- b. All hours worked outside an Officer's regular shift shall be compensated as overtime. Overtime shall be paid at time and one-half an Officer's hourly rate of pay. An

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Officer's hourly rate of pay shall be calculated by dividing the Officer's pensionable base pay by 2080. Compensation for overtime worked shall be made within the next pay period after which overtime was earned. Officers who wish to receive overtime as compensatory time shall receive 1.5 hours for each hour worked.

c. An Officer shall not be denied the use of compensatory time unless the Police Department is unable to obtain any coverage for the Officer's shift. If an Officer is denied the use of compensatory time and he grieves the denial and prevails, he shall be paid a full days' pay at time and one-half for each compensatory day that he was denied.

d. If an Officer is called in to work other than during his regularly scheduled hours he shall be guaranteed a minimum of four (4) hours pay at his overtime rate. The 4-hour guarantee shall not apply to overtime that is contiguous with the end of an Officer's shift but shall apply to early call-ins. Unless the Officer is scheduled to continue working his regular shift, he shall be released from duty once the need for the call-in has ceased.

ARTICLE 16

BASE SALARIES AND WAGES

SALARY GUIDE:	2018	2019
Patrolman		
New Hire:	\$38,000.	\$38,000.
6 months:	\$40,000.	\$40,000.
Year 1:	\$42,000.	\$42,000.
Year 2:	\$47,000.	\$47,000.
Year 3:	\$51,000.	\$51,000.
Year 4:	\$54,000.	\$54,000.
Year 5:	\$57,000.	\$57,000.
Year 6:	\$60,000.	\$60,000.

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Year 7:	\$63,000.	\$63,000.
Year 8:	\$67,000.	\$67,000.
Year 9:	\$69,000.	\$69,000.

1. The above contract will remain in effect for two (2) years. Officers Titen & Young will receive step adjustments on 1/1/18 and 1/1/19. Officers hired after 1/1/18 will receive an annual step movement on their anniversary date in 2019. Annually, all officers will receive a step adjustment or 2% whichever number is greater for the duration of this contract.

2. Patrolman Dan Titen - \$47,000 as of 1/1/2018

3. Senior Patrolman Robert Young - \$63,000 as of 1/1/2018 -- If Sergeants Promotion Approved Add \$3,500.00 - \$66,500.

4. Officers shall be paid every 2 weeks.

5. Starting salary for new officers be not less than \$38,000 per annum. The Borough may provide for a greater starting salary based on an officer's experience. However, it shall not exceed the salary of the lowest paid incumbent officer.

6. Promotion to Sergeant will result in a \$3,500 increase per year added to the patrolman salary step.

ARTICLE 17

HOLIDAYS/PERSONAL DAYS

1. Effective and retroactive to July 1, 2015, the value of the 10 holidays (10 days at 8 hours per day) was included in the base pay for all purposes and paid equally in the regular pay cycles of each Officer. Officers shall no longer receive premium pay for working holidays

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after July 1, 2015.

2. Officers will receive three (3) paid personal days per year to be used subject to approval of the Chief of Police, or designee, and the necessities of the job. Approval shall not be unreasonably denied. Requests for personal days must be submitted to the Chief of Police, or designee, in writing at least 48 hours in advance of the personal day.

ARTICLE 18

VACATIONS

1. All permanent full time Officer's will receive vacation with pay according to the following schedule:

- a. After 6 months of employment 5 working days
- b. Commencement of 2 years 8 working days
- c. Commencement of 3 years 10 working days
- d. Commencement of 7 years 15 working days
- e. Commencement of 14 years 20 working days
- f. Commencement of 20 years 25 working days

2. A minimum of one (1) Officer shall be allowed on vacation at one time except more may be allowed at the discretion of the Chief, or designee.

3. All vacation shall be taken during the current year and may not be accumulated. However, a maximum of seven (7) days may be carried forward and taken prior to June 1st of the following year upon the Chief of Police's recommendation and approval by the Borough

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Council.

4. Vacations shall be selected in seniority order from January through February for the calendar year. Any days not selected during this period shall be granted on a first-come-first-serve basis. Vacation requests must be submitted to the Chief, or designee, in writing at least fifteen (15) days in advance of the vacation.

5. Vacation leave can be taken in individual days at the Officer's option.

ARTICLE 19

SICK LEAVE

1 Each Officer shall receive twelve (12) paid sick leave days per annum.

2. New employees shall receive one (1) day of sick leave for each month or partial month of employment during their first year.

3. Unused sick leave shall accumulate year-to-year to a maximum of One Hundred Eighty (180) Days. Officers shall not be eligible to cash-in any accumulated sick time upon separation of employment.

4. An officer shall be allowed to use sick leave for himself or to care for any person listed in Article 21, Section 1 and 2. If an Officer is absent for reasons that entitle the Officer to use sick leave, the Officer's supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute resignation.

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5. Any Officer who is absent on sick leave for one full tour or more shall be required to submit a physician's certificate as evidence substantiating the illness. The Borough may require an Officer who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Borough.

ARTICLE 20

INJURY-ON-DUTY

1. Any Officer who is injured while acting in the performance of his duty, or who becomes ill as a direct result of his employment, shall receive full pay less the Workers' Compensation temporary disability payments to which he is entitled during the period of his absence from employment for up to one (1) full year, provided the Officer's disability payments are assigned to the Borough.

2. Such payments shall begin from the onset of said injury or illness provided that the Borough physician certifies that the disability prevents the Officer from carrying on the normal duties as an Officer. If there is a disagreement regarding the existence or extent of a job-connected disability, such issue shall be determined by a physician agreed to by both the Borough and the PBA, the cost of which shall be borne equally by both parties. Pending the outcome of this decision, the Officer may use any sick or vacation leave accumulated by him and shall later be credited with any time so used if his injury or illness is deemed covered by this Article.

3. If the Borough's insurance carrier denies that the injury or illness is job related, this provision will become operative only after a decision by the Division of Workers'

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Compensation that the Officer's injury or illness was sustained as a result of the performance of his duty. Pending the outcome of this decision, the Officer may use any sick or vacation leave accumulated by him and shall later be credited with any time so used if his injury or illness is deemed compensable.

4. This Article shall not apply to off-duty injuries or illnesses that do not arise out of the officer's performance of his duties as a police officer.

ARTICLE 21

BEREAVEMENT

1. Ten (10) days leave with pay shall be granted for the death of the Officer's spouse, civil union/domestic partner or child. Officer may use accrued vacation, sick or compensatory time for an extended bereavement leave at the discretion of the appropriate authority.

2. Five (5) days leave with pay shall be granted for the death of Officer's parent, brother, sister or other relative residing in the household. Officer may use accrued vacation, sick or compensatory time for an extended bereavement leave at the discretion of the appropriate authority.

3. Three (3) days leave with pay shall be granted for the death of Officer's aunt, uncle, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, or sister-in-law. Officer may use accrued vacation, sick or compensatory time for an extended bereavement leave at the discretion of the appropriate authority.

ARTICLE 22

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LEGAL DEFENSE

1. The Borough will provide legal defense for officers in action or legal proceedings arising out of duties and directly related to lawful exercise of police powers pursuant to N.J.S.A. 40A:14-155 and applicable law.

2. The Borough agrees to provide the PBA with copies of insurance policies.

3. If an Officer is made a defendant in a law suit or other legal proceeding arising out of the performance of Borough police duties for which the Borough does not have insurance coverage, then and in that event, the Borough will provide at its cost the Officer with counsel to defend such suit or legal proceeding and shall indemnify the officer for any awarded damages as allowable by law.

4. If the Officer is not satisfied with counsel provided by the Borough, he may retain private counsel in which event the Borough shall make payment in full for any and all resulting legal fees and costs at the customary rates paid by the Borough to the Borough Attorney.

5. The affected Officer will be responsible for paying any difference that may result between the private counsel rate and the Borough's prevailing rate.

ARTICLE 23

OUTSIDE EMPLOYMENT

1. It is understood that Officers will consider their position with the Borough as their primary job. Any outside employment must not interfere with an Officer's efficiency in his position with the Borough which outside employment must be approved in writing by the

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Chief of Police,

2. From time to time Officers are requested to perform traffic or other police-related duties for utility or other companies within the Borough and by neighboring municipalities or the county. The following procedures shall be used for any off-duty Borough Officer to perform services for an outside vendor or other governmental unit where the Officer will be required to either wear the Police Department's uniform or carry the Department's weapon or both.

a. All compensation for off-duty jobs shall be paid through the Borough at an hourly rate of \$65.00 for the officer. If the off-duty job is funded by a grant that pays a lesser hourly rate, that lesser rate shall apply.

b. If an Officer is performing outside duty work through another public entity, the Officer shall be paid at the rate set by that entity. Payment shall be made through the Borough. The Borough shall contract with the other public entity pursuant to current practice.

c. Off-duty work shall be selected by seniority and rotated so that is divided equally among members of the Police Department.

3. The Borough shall provide full insurance for liability, workers compensation, disability and all other necessary insurance for Officers accepting off-duty employment to the full extent permissible under law.

ARTICLE 24

UNIFORMS AND EQUIPMENT

1. The Borough will provide uniforms and equipment to Officers at its cost.
2. Uniforms and equipment that become worn out or which are damaged in the line

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of duty will be turned in to the Chief of Police and will be repaired or replaced at the expense of the Borough.

3. An officer shall be reimbursed up to \$150.00 for any personal item damaged or destroyed in the line of duty, excluding personal cell phones or other personal electronic devices.

ARTICLE 25

LEAVES OF ABSENCE

1. Disability: An Officer who requests leave without pay for reason of temporary disability shall be granted such leave for the duration of disability for a period not to exceed one (1) year. To be eligible for such a leave, proof in the form of a doctor's report of illness or injury resulting in the temporary disability shall be required. During the one (1) year, an Officer will be returned to his position without loss of seniority. For up to one (1) year during the period of disability, the Borough will pay the medical benefits for the Officer, which the Officer carried as of the last day prior to the disability. An Officer's continuing service will accrue during the disability leave, as well as the privileges to which the Officer is entitled by the virtue of such continuous service. An Officer will not accrue sick leave, other types of leaves, or vacation pay while out on temporary disability. An employee shall use all available sick leave before beginning a disability leave. An employee may also apply for temporary disability benefits.

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2. Military: Military leave shall be granted in accordance with applicable Federal and State law.

3. Jury Duty: Jury duty leave shall be granted in accordance with State law.

ARTICLE 26

MEDICAL BENEFITS

1. The Borough shall provide health insurance benefits to all Officers and their dependents. Such benefits shall include medical, prescription, dental and vision benefits.

2. The Borough shall maintain the level of health insurance benefits, including employee out-of-pocket or co-pay payments. In addition, Officers shall continue to contribute through the end of this Agreement the full Year 4 implementation of the Officer's contribution toward the premium for health insurance coverage in accordance with P.L. 2011, c.78, as applicable.

3. The Borough may change insurance carriers provided the level of benefits provided are equal to or better than those provided by the prior carrier, including no increase in out-of-pocket or co-pay payments.

4. The Borough shall make available to the surviving spouse and dependents the same type of health insurance as was provided prior to the Officer's death according to applicable law. This coverage will be made available at the Borough's cost but paid for by the survivor(s).

ARTICLE 27

PBA LEAVE

One unit member shall be allowed to take leave for any and all PBA conventions to a

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maximum of 3 days off with pay.

ARTICLE 28

DUES CHECKOFF

The employer agrees to make a bi-weekly deduction from the employee's paycheck at the request of the employee. Such deductions will be used to pay for said employee's PBA dues. Such deductions will be turned over to the PBA on a monthly basis. The amount to be deducted from each paycheck will be one-half (1/2) of the employee's monthly dues. The Employer may only remit dues and representation fees to the PBA so long as the PBA is the majority representative.

ARTICLE 29

RULES AND REGULATIONS

1. The present rules and regulations pertaining to the operation of the Police Department and maintenance of discipline will remain in effect subject to modification by the Chief of Police as approved by the appropriate authority for the efficient operation of the Police Department. The Chief of Police shall provide the PBA with 30 calendar days' notice of any changes to existing rules and regulations and/or the implementation of new rules and regulations.

2. It is understood that Officers shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the lawful instructions and orders of the Chief of Police, or the Chief's designee. If any Officer believes a rule, regulation, instruction or order is unreasonable, unjust or in violation of this Agreement, the Officer shall comply with the rule,

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regulation, order or instruction, subject to the rights provided in the grievance procedure set forth in this Agreement. An officer need not comply with an illegal instruction or order.

3. In the event that an Officer refuses to comply with a lawful rule or regulation, or refuses to execute promptly and efficiently a lawful instruction or order of the Chief of Police, or the Chief's designee, the Borough shall have the right to take disciplinary action subject to the right of the Officer to seek redress under N.J.S.A. 40A or the grievance procedure set forth herein.

ARTICLE 30

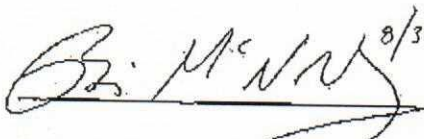
DURATION OF AGREEMENT

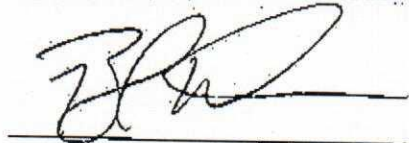
1. This Agreement shall be in full force and effect as of January 1, 2018 through December 31, 2019.

2. If subsequent negotiations do not result in a successor Agreement by December 31, 2019, all terms and conditions of the Agreement shall continue in full force and effect until the new Agreement is reached and executed.

FOR PBA LOCAL 188

FOR THE BOROUGH OF FRENCHTOWN

 8/30/18
Brian McNally, Vice President


Mayor, Brad Myhre

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