

# **COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE BOROUGH OF PALMYRA, BURLINGTON COUNTY**

**NEW JERSEY**

**AND**

**PALMYRA POLICE ASSOCIATION/FOP LODGE #2**

**JANUARY 1, 2021 THROUGH DECEMBER 31, 2023**

**RUDERMAN & ROTH, LLC**

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**SPRINGFIELD, NJ 07081**

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**AGREEMENT**

THIS AGREEMENT, dated this \_\_\_\_\_, \_\_\_\_\_ shall remain effective until December 31, 2023, by and between the Borough of Palmyra, hereinafter called the "Borough" and the Palmyra Police Association / FOP Lodge #2 hereinafter called the "PPA" and shall be effective, retroactive for all purposes unless otherwise states herein to and from January 1, 2021 through December 31, 2023.

**ARTICLE 1**

**RECOGNITION**

The Borough recognized the Palmyra Police Association as the exclusive majority representative for collective negotiations for all regular Patrolmen, Sergeants, and Detectives, excluding the Chief and Lieutenant of Police.

## ARTICLE 2

### INTENT AND PURPOSE

2.1 It is the intent and purpose of the parties hereto, in entering this Agreement, to maintain and promote harmonious relations and close cooperation between the Borough and its Police Officers and to set forth herein the entire agreement to be observed by the parties hereto covering terms and conditions of employment.

2.2 This agreement shall be construed according to its written provisions without regard to any discussions or negotiations, written or oral, which parties had leading to or resulting in the execution of the agreement.

2.3 The Borough shall not discriminate in any way against any officer for PPA membership as long as this activity does not in any way disrupt normal operation of the Police Department.

2.4 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 3

### GRIEVANCE PROCEDURE

3.1 A "Grievance" is claim by the PPA only based upon a question, dispute, or matter of complaint which concerns negotiable terms and conditions of employment.

3.2 The purpose of this procedure is to secure, at the lowest possible level, equitable solution to the problems which may from time to time arise affecting Police Officers.

3.3 The Grievance Procedure for the PPA shall be as follows:

- A. Level One: Within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance, the PPA shall submit a written letter to the Chief of Police stating the grievance and suggesting a time for a meeting to discuss the said grievance. The Chief of Police shall conduct a meeting and render a written response to the grievance within fifteen days of the date the grievance was presented to him.
- B. Level Two: Following receipt of the response of the Chief of Police, the PPA shall have fourteen days to make a written request for a meeting with the Public Safety Committee of Borough Council and the Chief of Police. In the event the Chief of Police does not respond within the fourteen calendar days for him to respond, the PPA shall file a written request with Borough Council within fourteen days following the last date that the Chief could have responded. The Public Safety Committee shall hold a meeting with the PPA and the Chief and shall respond to the grievance within thirty days of receipt of the grievance.
- C. Level Three: Within fourteen (14) calendar days of the response of the Borough Public Committee or, in the event the Public Safety Committee did not respond, within thirty days from the last day that the Public Safety Committee should have responded, the PPA shall make written request to the New Jersey

D. Public Employment Relations Commission for binding arbitration. For good cause shown, this fourteen (14) calendar day period may be extended by an additional fourteen (14) days. An arbitrator shall be selected pursuant to the rules and regulations of the Commission. The decision of the arbitrator shall be final and binding. The arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of the Collective Bargaining Agreement. Fees and expenses of the arbitrator shall be borne by the losing party, and, in the event of a "split" decision, fees and expense of the arbitrator shall be borne equally by the parties. However, each party shall bear the expense of its own witnesses, exhibits, and attorneys or representatives. This arbitration procedure shall be the sole and exclusive remedy for resolution of grievances under the contract.

3.5 If the grievance is of such an emergent nature that it must be resolved at the Council level to maintain proper operation of the department, then all other levels of the grievance procedure will be omitted, and the Chief of Police will arrange a meeting with the borough Council.

3.6 All time requirements set forth herein are to be strictly construed, and a failure to move the grievance to the next step or to file the grievance initially within the time requirements of this procedure shall be deemed an abandonment of the grievance.

3.7 Any grievance shall be represented at all steps of the grievance procedures by the PPA. When an officer is not represented by the PPA, the PPA shall have the right to be present and state its views at all stages of the grievance herein.

3.8 No reprisals of any kinds shall be taken by the Borough or any member of the Administration against any party in interest, any representative, any member of the PPA, or any other participant in the grievance procedure by reason of such participation.



## ARTICLE 4

### DISCIPLINARY ACTION

4.1 The Code of the Borough of Palmyra and Police Policy and Procedure Manual shall apply in disciplinary matters. The Borough of Palmyra and the Administration of the Police Department will follow a corrective and progressive disciplinary policy to ensure fairness and equality in disciplinary matters.

4.2 All meetings and hearings for dismissal and suspension, whenever possible, shall be conducted at the Borough Administration Building unless it is agreed by the Borough and the bargaining unit to hold said meeting or hearing at some other location.

4.3 All disciplinary action shall comply with the NJ State Attorney Generals Guidelines and relevant New Jersey State Statutes including but not limited to 40A:14-181, 40:A:14-147 and 52:17B-98 and court actions on disciplinary issues, in addition to rules and regulations of the Police Department. Appropriate notices shall be in writing and given with enough advanced time to permit the employee to obtain necessary counsel or representation. The notice shall include all relevant information of the alleged violation of conduct.

4.4 The accused officer shall have the right to be present at the hearing and to be accompanied and represented by some person of his own choosing, including an attorney-at-law at no expense to the Borough. He shall be confronted with the witnesses: may testify in his own behalf: and may produce any other witness or witnesses in his behalf under oath, all of whom shall be subject to cross-examination. Any accused officer shall have the right to have any fellow officer attend any such hearing as a witness and management will require such officer to attend

4.5 The Public Safety Director and/or Independent Hearing Officer as designated by the Borough shall render a written decision within ten (10) days, and the officer shall have the right to appeal from such decision to whatever agency necessary, in writing, of his intention so to appeal within (10) days next after the receipt by him of the intention of the hearing officer's decision. All hearings shall be taken down steno graphically or

by electronic recording. Such records shall be kept for a period of at least sixty days pending the outcome of the appeal. At the officer's request all records shall be made available to the PPA at its cost.

4.6 Any officer who is charged, either with a dismissal, suspension, demotion or fine shall have the right to be present at any hearing so scheduled by the Borough. The Officer prior to the hearing shall receive all written charges against him and the reasons for said action by the Borough. Whenever any officer is required to appear before the Chief of Police, or Borough Council of Palmyra, or any committee or any member thereof concerning any matter which could adversely affect continuation of that officer in his position, employment, or salary or any increments pertaining thereto, he shall be entitled to have a representative of the PPA or council of his choosing present to advise and represent him during such meetings or interview.

4.7 Letters of reprimand may be appealed through the chain of command in accordance with the law.

4.8 The Grievance Procedures may be used for disciplinary action involving fines and including a minor suspension of up to five (5) days. Discipline involving a suspension of over five (5) days shall not be appealable through the grievance procedure, but are appealable through the appropriate court of jurisdiction. An individual subject to minor discipline may also utilize the appropriate court process in place of the grievance procedure. The number of days of suspension represents working days not calendar days. Oral and written reprimands specifically are not subject to the grievance procedure process.

## ARTICLE 5

### POLICE ASSOCIATION REPRESENTATION

5.1 The PPA agrees to file in writing the name of authorized persons delegated to represent and handle PPA matters.

5.2 The Borough agrees to pay PPA representatives, who are on duty, for the time spent processing valid grievances, contract negotiations and/or the defense of an officer in a disciplinary action, limited to not more than two representatives at one time.

5.3 The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses and expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Employer at the request of the Union under this Article.

5.4 The Borough and FOP agree to abide by Workplace Democracy Enhancement Act.

5.5 There shall be no discrimination, interference, or coercion by the Borough or any of its agents against the employees of the Palmyra Borough Police Department represented by the FOP because of membership or activity in the FOP. Neither the Borough nor the FOP shall discriminate against any employee because of race, creed, color, gender, sexual orientation, or national origin. No union shall intimidate or coerce employees into membership.

5.6 The Borough will comply with N.J.S.A. 40:A-14-177 with respect to FOP delegates attending conventions.

**ARTICLE 6**  
**MUTUAL COOPERATION**

6.1 The PPA and Borough Council agree that mutual cooperation is necessary for the Police Department to carry out its public responsibility of maintaining a high level of service to the public.

6.2 The parties agree to resolve problems arising from differences through the Grievance Procedure contained herein.

6.3 The parties agree that the pursuit of harmonious relations between the PPA and the Borough Council is the continuing intent of the parties, recognizing the mutual responsibility of each party.

6.4 The Borough Council agrees that time provisions of this Agreement shall be carried out in all respects through the term of this Agreement and assure the PPA compliance by its officers of representatives.

6.5 The PPA agrees that this Agreement was reached in good faith and to abide by the terms and conditions of this Agreement through the terms of this Agreement.

6.6 The PPA further agrees that, during the terms of this agreement, it shall cause no strikes, work stoppages, slow downs, or other acts of disharmony contrary to the intent of this Agreement, or law. The PPA agrees that it has full responsibility for any such acts on the part of its members.

6.7 In the event of any such acts enumerated in Section 6.6 of this Article, the PPA agrees that any and all such members so engaged shall be immediately subject to disciplinary or dismissal action. The PPA further agrees that it will immediately notify all its members that any such action is not sanctioned by the PPA and the PPA joins with the Borough in insisting that all officers cease and desist immediately.

6.8 The PPA further agree that the Borough Council shall have any and all recourse in law to restore normal working operations, including action against individual officers, the PPA and its representatives.

6.9 In the event of "layoffs" due to economic and fiscal limitations on the Borough by law the Borough will follow NJS 40A:14-143

## ARTICLE 7

### USE OF PROPERTY AND BULLETIN BOARDS

7.1 When requested in writing, the Borough Council will allow the PPA to conduct meetings on Borough property at the sole discretion of the Borough. In cases of emergency, a verbal request will be honored subject to a written confirmation being filed with the Council. The PPA Representative may without formal written or verbal approval from the Mayor & Council meet with individuals of the PPA in the role of representative involving matters relating to the Agreement, including terms and conditions of employment. However, the PPA will notify the Chief of Police or designee verbally in advance of any such visitor.

7.2 The Borough will provide bulletin boards for use by the PPA for posting announcements and notices relating to meetings and official PPA business, which shall be non-political in nature. All notices shall be approved for posting and signed by an PPA officer of his designee.

## ARTICLE 8

### SAFETY AND WORKING CONDITIONS

8.1 The PPA and Borough Council mutually agree that the safety of our Police Officers and protection of our community is of the utmost importance, and, with this in mind both parties agree: A regular police officer may work up to sixteen (16) hours on a continuous shift if its including overtime as required by the department as approved by the Chief of Police of his designee.

8.2 All officers shall care for and make proper use of tools, equipment and clothing issued by the Borough. Destruction of, or abuse of property shall be cause for disciplinary action as outlined in the Police Manual. The Borough agrees to maintain all police equipment and patrol vehicles in the safest working condition as possible at all times.

8.3 An officer shall notify his supervisor of all hazardous safety conditions of any equipment. Any equipment deemed hazardous by a supervisor shall be put out-of-service and the supervisor will notify the Chief of Police of such action.

8.4 All overtime shall be pursuant to the specification of Article 11 of this Agreement.

## ARTICLE 9

### LEAVE OF ABSENCE

9.1 In the event of sickness or injury all officers covered under this agreement may be granted a leave of absence by the Director of Public Safety and/or Appropriate Authority up to but not in excess of one year from the date of request. A leave of absence request due to sickness or injury shall be accompanied with a medical certification from a physician recognized in the State of New Jersey to practice medicine setting forth the diagnosis and recuperation time required. The Borough reserves the right to have its medical staff evaluate an officer on sick leave and have a second opinion rendered.

9.2 Leaves of absences for other then stated in Article 9 Section 9.1 are recognized and provided for in the Palmyra Police Department Police and Procedure manual Volume #1 Chapter #11 Leave of Absence General Order 2010-18 dated July 14, 2010. This does not affect Article 14 of the incidental sick days an employee may utilize for common short term illnesses, as provided for in that Article.

9.3 The Chief of Police may allow the President or his designee for the PPA to attend State FOP meetings while on duty providing the department does not incur overtime costs, and that there is adequate manpower working. The President or his designee may attend grievance hearings, PERC Hearings or meetings with the Borough about terms and conditions of employment or contract questions without loss of pay, so long as it does not cause overtime.



**ARTICLE 10**  
**PROMOTIONS**

10.1 It is agreed the Borough retains the right to maintain efficiency of the operations by determining the methods, the means and the personnel by which such operations are conducted. All promotions shall be made in accordance with the requirements of an N.J.S.A. 40A:14-129 and 130.

## ARTICLE 11

### HOURS OF WORK AND OVERTIME

11.1 The Borough shall regulate the hours of work the types of shifts and the classification and number of Police officers.

11.2 It is recognized that a tour of duty shall be (12) hours including two (2) paid 45 minute meal breaks and (2) fifteen minutes rest breaks. These breaks may be combined to two (2) one hour breaks at the discretion of the shift supervisor. The Chief of Police will attempt to schedule work weeks so that officer will generally maintain their normal tour of duty. This scheduling can only be done if safety of the Borough is assured and an adequate number of personnel is on each tour of duty in accordance with regularly accepted police standards. Officers assigned to an eight and one-half hour (8.5) hour shift shall be entitled to a paid one hour meal break. Officers assigned to a ten and one-half hour (10.5) hour shift shall be entitled to one (1) paid one hour meal break and two (2) fifteen minute rest breaks.

11.3 All officers assigned to the Detective Bureau hired prior to January 1, 2012 are to be scheduled to work eighty (80) hours a pay period. All officers assigned to the Detective Bureau hired after January 1, 2012 are to be scheduled to work eighty (84) hours a pay period to coincide with Article 11.2. These hours are to be set by the Chief of Police in accordance with regularly accepted police standards. Assignment to the Detective Bureau is a lateral assignment made by the Chief of Police.

All officers assigned as a School Resource Officer (S.R.O.) hired prior to January 1, 2012 are to be scheduled to work eighty (80) hours a pay period. All officers assigned as a School Resource Officer (S.R.O.) hired after January 1, 2012 are to be scheduled to work eighty (84) hours a pay period to coincide with Article 11.2. These hours are to be set by the Chief of Police in accordance with regularly accepted police standards. Assignment as a School Resource Officer is a lateral assignment made by the Chief of Police.

11.4 If a vacancy occurs because of sickness, vacation or absence of an officer, or if additional officers are needed, the vacancy shall be filled after recommendations of the Chief of Police

and the approval of the Director of Public Safety. The Borough agrees to give thirty-six (36) hours' notice for a schedule change if a shift needs to be switched or covered.

11.5 All officers covered under this agreement shall receive overtime pay for call back duty or extended tours of duty hours worked above and beyond the assigned working scheduled as so proclaimed by the Chief of Police during any declared emergency. All overtime hours in any given period of fourteen (14) consecutive days, beginning on Friday and extending to and including the second following Thursday, shall be paid at the rate of time and one-half with such payment being made in the following regular pay. Overtime shall be calculated and paid on a bi-weekly basis.

11.6 All personnel in the bargaining unit shall receive normal pay for any approved absences.

11.7 All full-time police officers who are called in for non-scheduled work will be guaranteed a minimum of three (3) hours work.

11.8 In the event of illness or absence, a police officer shall notify the Borough authorities at least two (2) hours before his scheduled reporting time. If the duration of the illness is not known, daily call-in for illness will be required. A doctor's certificate will be required after three (3) consecutive days absence.

11.9 A full-time officer, off duty, who must appear in Court on Borough Business shall receive overtime at the rate of time-and one-half and be guaranteed a minimum of three (3) hours for court. Such pay shall be calculated in the following manner: The officer shall start receiving pay by signing in, this to be no more than one-half (1/2) hour prior to scheduled court starting time. He shall continue to receive overtime pay during all recesses and shall sign out at the conclusion of all his related cases and also will sign out for lunch or for personal time spent.

11.10 A full-time officer will have first option to work any unscheduled overtime on the basis of sergeant for sergeant, and patrolman for patrolman. Special officers or part-time patrolman can be utilized when the full-time officers do not accept the offer to work overtime.

11.11 Comp Time may be accumulated pursuant to FLSA. Utilization is subject to the Chief's approval. Any and all scheduled or unscheduled call in for duty such as but not limited to in-

service schools, departmental training, special events, meetings, etc, or where compensatory time is being offered by the chief of Police shall be at the discretion of the officer. The officer shall have the right to request overtime pay or compensatory time for the above listed items and compensatory time shall follow the guidelines of the Fair Labor Standards Act. Comp time shall be paid out at retirement at the rate the employee earned the comp time. Employees that are receiving comp time upon retirement shall receive a payment up to a 3 year period. Comp time may be only taken if it does not create overtime. Once reached maximum first time used shall be older time first.

11.12 The contract shall provide comp time of 104 hours annually. Employees hired after January 1, 2012 shall not receive the 104 hours and it should be recognized that their pay scale is based on an eighty-four (84) hour pay period. Employees hired after January 1, 2012 shall not receive the 104 hours. This comp time shall not be approved if it will create overtime. However, once approved, it will not be cancelled because someone else on the shift is absent. Comp time requests will not unreasonably denied. No employee may accumulate more than 240 hours of compensatory time. Employees who have more than 240 hours currently shall be grandfathered. Any time above 480 must be paid under FLSA.

11.13 Effective upon signing of the Collective Bargaining Agreement, 1 hour of comp time will be given for each 12-hour shift on official and documented FTO training provided the Officer is FTO certified.

11.14 All sergeants are to be compensated with comp time for monthly staff meetings.

11.15 Effective upon signing of this Agreement, officers working outside employment where payment is made to the Borough by outside contractors and the Borough making payment to the officers will be:

A. \$85.00 per hour with a four (4) hour minimum for third-party work with \$100.00 per hour for emergency requests, holidays and Sundays. Outside contractors may cancel within a twelve (12) hour period subject to a four (4) hour minimum payment at outside work rate. The rate for non-profits and schools shall be \$60.00 per hour with a two (2) hour minimum.

ARTICLE 12

SALARIES

Employees hired prior to January 1, 2011 shall work under the following salary guide:

Salaries officers hired prior 2011	% Increase	2021	% Increase	2022	% Increase	2023
Ptln. F1	1.875%	\$92,788.90	2%	\$94,644.67	2%	\$96,537.56
Ptln. F2	1.875%	\$93,644.79	2%	\$95,517.68	2%	\$97,428.03
Ptln. F3	1.875%	\$95,354.92	2%	\$97,262.01	2%	\$99,207.25
Ptln. F4	1.875%	\$96,209.18	2%	\$98,133.36	2%	\$100,096.02
Sgt. 1	1.875%	\$101,449.37	2%	\$103,478.35	2%	\$105,547.92
Sgt. 2	1.875%	\$102,384.70	2%	\$104,432.39	2%	106,521.04
Sgt. 3	1.875%	\$104,253.65	2%	\$106,338.72	2%	\$108,465.49
Sgt. 4	1.875%	\$105,188.99	2%	\$107,292.76	2%	\$109,438.61
Sergeant hired after 2011						
Sergeant	1.875%	\$98,176.59	2%	\$100,140.12	2%	\$102,142.92
Sergeant a	1.875%	\$100,140.11	2%	\$102,142.92	2%	\$104,185.78
Sergeant b	1.875%	\$102,142.92	2%	\$104,185.77	2%	\$106,269.49
Sergeant c	1.875%	\$104,185.81	2%	\$106,269.52	2%	\$108,394.91

Employees hired after January 1, 2011 shall work under the following salary guide:

Salaries officers hired after Jan 1, 2011	% Increase	2021	% Increase	2022	% Increase	2023
Academy rate	1.875%	\$38,349.56	2%	\$39,116.55	2%	\$39,898.88
Academy grad thru end of 1 <sup>st</sup> year	1.875%	\$42,085.14	2%	\$42,926.84	2%	\$43,785.37
Year 2	1.875%	\$45,820.72	2%	\$46,737.13	2%	\$47,671.87
Year 3	1.875%	\$49,556.30	2%	\$50,547.42	2%	\$51,558.36
Year 4	1.875%	\$53,291.19	2%	\$54,357.01	2%	\$55,444.15
Year 5	1.875%	\$58,173.75	2%	\$59,337.22	2%	\$60,523.96
Year 6	1.875%	\$63,230.29	2%	\$64,494.89	2%	\$65,784.79
Year 7	1.875%	\$67,908.84	2%	\$69,267.01	2%	\$70,652.35
Year 8	1.875%	\$72,432.03	2%	\$73,880.67	2%	\$75,358.28
Year 9	1.875%	\$79,864.12	2%	\$81,461.40	2%	\$83,090.63
Year 10	1.875%	\$84,009.45	2%	\$85,689.63	2%	\$87,403.43
Year 11	1.875%	\$88,154.81	2%	\$89,917.90	2%	\$91,716.26
Year 15	1.875%	\$89,638.64	2%	\$91,431.41	2%	\$93,260.04
Year 20	1.875%	\$90,819.28	2%	\$92,635.66	2%	\$94,488.37
Year 25	1.875%	\$92,181.55	2%	\$94,025.18	2%	\$95,905.68

12.1 all officers assigned to detective shall receive a prorated stipend of \$2,450 to be added to the salary.

12.2 Effective February 20, 2015, officers working in a higher job classification shall receive the flat hourly rate stipend as stated in the chart below. This flat hourly stipend is payable from the first day working in said higher job classification. The hourly rate stipend increases each year of the contract at the same rate as salaries. Any promotion of an officer eligible for longevity increases will be at the level of longevity that the officer has at the time of promotion. Computed salaries included longevity that the officer has at the time of promotion. Computed salaries included longevity and holiday pay.

CONTRACT YEAR	DAY WORK	NIGHT WORK	DAY WORK OT	NIGHT WORK OT
2021-2023	\$4.39	\$4.61	\$6.58	\$6.92

12.3 All employees who are certified EMT's shall receive \$500.00 per year payable thirty (30) days after adoption of the budget.

12.4 Pay checks will be available on Thursday no later than 16:30 hours.

12.5 Officers hired after January 1, 2011 who are promoted to Sergeant shall be compensated at the base level for sergeant and shall receive Sgt A after completion of 15 years of service , Sgt B after completion of 20 years of service, and Sgt C after completion of 25 years of service.

12.6 The Borough shall issue one paycheck to include all wages earned due to the officer, i.e. side work. Any compensation due an officer outside of salary and wages is to be issued in a separate check.

12.7 For other specialized training, the Borough will pay a \$500 stipend for the following certifications but no more than 1 stipend per Officer will be paid:

Drug Recognition Expert (DRE)

Hostage Negotiator

Accident Reconstructionist

Translator (with certification)

Firearms Instructor

**ARTICLE 13**

**HOLIDAYS, HOLIDAY PAY AND LONGEVITY**

13.1 The following holidays shall be recognized by the Borough:

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Good Friday

Memorial Day

July 4<sup>th</sup>

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

One-half day Christmas Eve

Christmas Day

One-half day New Year's Eve

13.2 Holiday pay shall be paid and included in the salaries of each officer.

13.3 Holiday pay will not be paid to any officer on a leave of absence without pay or who is on suspended status.

13.4 Longevity will be paid at the following levels for employees hired prior to January 1, 2011 as reflected in the 4 step salary guide.

FIVE YEARS      3.5%

TEN YEARS        4.5%

FIFTEEN YEARS  6.5%

TWENTY YEARS  7.5%

Longevity pay will be included in the salary of the member and paid as part of the salary.



## ARTICLE 14

### SICK LEAVE

14.1 Any employee hired shall receive an accrued sick time based on 108 hours in the first year of employment pro-rata. After the completion of the second year a total of 108 hours of sick time per year which shall accrue in each year, less if any used during the year earned. This applies to officers whether hired before or after January 1, 2021.

14.2 Employees hired during first year of employment shall be entitled to nine (9) sick days pro rata. Effective January 1, 2021, all employees within the bargaining unit shall receive nine (9) sick days (108 hours).

14.3 Upon eligibility for police and fire pension benefits, for either service or disability reasons, unused accumulated sick days shall be paid at 60% of the officer's final salary value, not to exceed a total payment of \$15,000.00. Such payment shall be made upon the officer's actual retirement pursuant to the police and fire pension plan.

**ARTICLE 15**

**PERSONAL HOLIDAYS**

15.1 Members of the PPA shall receive three (3) paid holidays per calendar year. Officers must notify the Chief and/or his designee a minimum of two (2) hours prior to the start of his/her shift the officer desires a personal holiday leave and approval must be given in accordance with the past practice.

## ARTICLE 16

### VACATIONS

16.1 Permanent officers shall be granted vacation leave as follows:

1. Start to first year anniversary – six (6) hours per month-limit thirty six (36) hours.
2. After one full year of employment – sixty (60) hours.
3. After two full years of employment – one hundred and eight (108) hours.
4. After six full years of employment – one hundred and fifty six (156) hours.
5. After fourteen full years of employment – two hundred and twenty eight (228) hours.
6. Employees hired after January 1, 2011 shall receive under the followed schedule:

0-12 months – 60 hours earned 5 hours per month

After 1 year of service – 60 hours earned

After 2 years of service – 84 hours earned

After 4 years of service – 96 hours earned

After 6 years of service – 108 hours earned (effective January 1, 2023, 120 hours)

After 7 years of service – 132 hours earned and 12 hours added in each subsequent year to a maximum of 228 hours.

16.2 In the event an officer desires to forgo a vacation or part thereof, and wishes to serve a duty during that period, he is given the right to do so, however, notification of his desire to work during the vacation must be approved by the Chief of Police, and said approval will only be considered if an emergency state arises, threatening the safety of the borough.

16.3 The scheduling of vacations shall be determined by the Chief so that there will be appropriate police coverage for the municipality at all times. Vacation pay will be computed based on the annual salary of the officer. Vacation time for all officers will be scheduled and taken within the anniversary year it is earned.

16.4 In the event an officer terminates employment before the end of any calendar year, the total of the officer's vacation pay hereunder shall be paid on a pro rata basis.

## **ARTICLE 17**

### **MILEAGE**

17.1 Mileage for Borough business shall be reimbursed at the IRS rate for the authorized use of a personal vehicle when no Borough vehicle is available and with the prior approval of the Chief of Police or his designee.

## ARTICLE 18

### SENIORITY

19.1 Seniority is defined as the length of an officer's accumulated, continuous, permanent employment with the Borough. Seniority shall be the only determining factor in computing vacation time and longevity. Seniority Salary shall be determined by the length of time in each pay grade.

19.2 The employer reserves the right to have a new hire lateral employee to place said employee in the salary guide as the employer deems necessary or reasonable and including any other considerations the employer deems reasonable. However, the seniority issue in respect to layoff, vacation pick, and all other seniority based benefits to be of employees hire date in the Borough of Palmyra.

**ARTICLE 19**

**SHIFT DIFFERENTIAL**

19.1 Shift differential should be paid in the period that is earned to all officers in the bargaining unit at the rate of 5%. Shift differential pay shall be paid for approved time worked between the hours of 1800 and 0600 or any part thereof for scheduled work hours.

## ARTICLE 20

### EDUCATION

20.1 The Borough will excuse from duty any officers who are taking continuing education courses from a certified accredited college which is recognized by the State of New Jersey. All courses will be police related in nature and shall be approved as such by the chief of Police. The Chief of Police will be notified of the request for financial compensation as soon as feasible prior to the semester and proceeding taking the courses to allow for budgeting process. Police related in the terms of this Agreement shall consist of any course required for a degree in the field of Police Science, Police or Public Administration, Language (other than English), Computer, Forensic Science or Law Enforcement. Employees are limited to one (1) course per term of the school year for the college attended. Employees hired after January 1, 2011 shall be eligible and limited to up to two courses per year. No more than \$6,000.00 will be spent under the provision of this Agreement for college courses only.

20.2 Upon the completion of the approved courses the officer will be reimbursed 100% of the basic tuition and college assessed fees, together with 100% for the cost of textbooks, providing the officer has maintained a passing grade. The employee agrees and acknowledges that if utilizing this program they are subject to continue employment for a period of two (2) years after the completion of the semester the credits were earned in and compensated for. This program is for employees with twenty (20) or less years of service for officers hired prior to 2011 who have a minimum of two years of employment with the Borough and for employees with twenty five (25) or less years of service for officers hired after January 1, 2011 who have a minimum of two years of employment with the Borough. It is further understood that if an employee leaves prior to the two years commitment all tuition and fees associated with this education benefit shall be reimbursed in one lump sum payment and/or deducted from compensation due to the employee upon separation. This paragraph does not apply to an individual employee who is leaving on disability pension as approved by PFRS. Professional Training courses include any training approved by the Chief of Police or his designee that is offered at any police academy be it County, State, or Federal government, and may include

private training courses relative to the enhanced education or skills for better performance as members of the police department.

20.3 A. The Borough agrees to pay ten dollars (\$10.00) per credit to any police officer who has gained credit for approved college courses, with the provision that no credits will be considered for payment achieved prior to the officer's date of hire by the borough. The Borough will make one \$10.00 payment for each approved credit and all parties agree that payment for credit are not to accrue in any fashion or carry through any future year.

B. Payment will be paid in the month of January of the following year after certification of the credits are made to the Director of Public Safety in writing.

20.4 If an employee is exercising the provisions of this article, he shall use compensatory time for classes and the Chief of Police will reserve the right to assign someone from the detective bureau to perform the task for the period of time the employee is attending class.



**ARTICLE 21**

**PAYROLL DEDUCTIONS**

21.1 The Borough shall, upon request of an officer, make a prescribed payroll deduction from an officer's salary to two (2) designees: A. PALMYRA POLICE ASSOCIATION. B. Any bank.

21.2 The following format shall be used when requesting a payroll deduction and must be signed by the requesting officer: A. I, (name)\_\_\_\_\_ hereby authorize the Borough of Palmyra to deduct from my regular salary (amount) \_\_\_\_\_. This amount shall be forwarded from the Borough of Palmyra in my name to (designee) \_\_\_\_\_ effective \_\_\_\_\_(start)\_\_\_\_\_ and terminating on \_\_\_\_\_(end)\_\_\_\_\_.

\_\_\_\_\_

(officer's signature)

## ARTICLE 22

### HEALTH AND WELFARE BENEFITS

22.1 The Borough agrees to provide the following Health and Welfare benefits as stated.

22.2 The Borough will indentify and save harmless members of the PPA (regular officers) from civil liability for false arrest.

22.3 Whenever an officer of the Palmyra Police Department is a defendant in any action or legal proceeding arising out of or directly related to the lawful exercise of police powers in the furtherance of his official duties, the Borough Council shall provide him with necessary means for the defense of such action or proceeding but not for his defense in a disciplinary proceeding instituted against him/her by the Borough Council or Police Chief or in a criminal proceeding instituted as a result of a complaint on behalf of the Borough. If any such disciplinary or criminal proceeding instituted by or on a complaint of the municipality shall be dismissed or finally determined in favor of the officer, he shall be reimbursed for the expense of the defense. The officer may select his own attorney but the Borough may limit his/her hourly rate to that of Town Solicitor.

22.4 The Borough shall contribute for each officer to the Police and Firemen's Pension System as required by law.

22.5 The Borough shall make payment and provide each retired officer and his/her spouse with benefits substantially the same or better than the State Health Benefits Plan. The spouse's benefits end at the age of Medicare eligibility. The Palmyra Police Association and Borough of Palmyra agree that eligible retirees will pay State Health Benefits Program co-pays and other fees at the same rate as current, active employees, as set by the State Health Benefit Program. While State Health Benefits Program plans may change, or be added or deleted, active employees and retirees are only eligible for offered plans. The Borough additionally agrees to stay in the State Health Benefits Program. Provided however, that a member who was qualified for retirement under a State administered pension program with twenty-five (25) years of service or more and who has elected not to retire, who is still in the employment of the

Palmyra Police Department at the time of his death, his or her spouse shall be entitled to the same benefits as if the member had retired prior to his or her death. Employees hired after January 1, 2011 will be required to have 25 years of service in PFRS and a minimum of 20 years of service in the Borough of Palmyra in order to receive health benefits.

22.6 The Borough shall provide a fully paid \$30,000.00 Group Life Insurance Policy to all officers.

22.7 In the event that an officer wears safety eyeglasses or contact lenses prescribed by an Ophthalmologist or Optometrist, the Borough agrees to repair, replace or reimburse without cost to the officer any such appliance damaged in the line of duty. This provision shall not apply to non-prescription sunglasses. Safety eyeglasses or contact lenses prescribed by an Ophthalmologist or Optometrist will be supplied on the basis of one (1) pair per calendar year by the Borough. The Borough shall pay for one (1) eye examination each calendar year.

22.8 The Borough shall provide at no cost to any officer Bollinger Dental Policy #GD2589 (with orthodontics to \$1,000.00) or plans which are equivalent or better in levels of benefits to those provided under the above plans.

22.9 The borough shall provide the State Health Benefit Plan and Prescription Plan. The Borough shall establish a Section 125 account allowing the employees to make this contribution with pre-tax dollars. Health insurance co-pays shall be pursuant to PL 2011 Chapter 78.

22.10 It is expressly agreed and understood by and between the parties that the Borough retains the right to change insurance carriers (i.e. opt out of State Health Benefit Plan) for all insurance benefits provided to officers under this Agreement so long as the new plan provides substantially similar or better benefits.

22.11 (a) In the event that a member of the PPA comes under investigation by any agency other than the Palmyra Police Department, and this investigation requires the seizing or confiscation of the member's duty weapon, but does not yet involve criminal, administrative or other charges against the member, then the member will receive his full pay and benefits, including payments into the police and fire pension system, as per contract, during the investigation.

(b) Additionally, the member may be permitted to work administrative and/or transitional duty detail, if such duty is available for the member. Determination of the availability of the light duty detail administrative and/or transitional for the member in question shall be made by the Chief of Police, with the advice and consent of the Mayor and Council.

(c) The member may use his or her vacation time and sick time in lieu of the light duty detail, or if the light duty detail is not available to the member.

22.12 An officer who retires on an approved disability pension for a work related injury or illness will be entitled to Health Benefits as if the officer had retired with twenty five years of service. The Borough will provide benefits substantially the same or better than the State Health Benefits in accordance with paragraph 22.5. The officer will be responsible for costs subject to Chapter 78.

## ARTICLE 23

### CLOTHING AND MAINTENANCE ALLOWANCE

23.1 It is recognized that the officers in this bargaining unit are required to wear a uniform in accordance with the department rules and regulations and that detectives are non-uniformed but are required to wear plain clothes while in the performance of their duties. Accordingly, it is agreed that each officer is entitled to purchase new uniforms for each contract year. This allowance is to be made available to cover officers beginning January 1<sup>st</sup> of each year. The Borough shall make payment directly to the uniform or equipment vendor after receiving the invoice and a properly completed voucher. Members are also entitled to a \$300.00 one time uniform allowance subsequent to promotions. Detectives who are unable to buy required clothing or equipment through vouchers will be reimbursed within 45 days of submitting the receipts with a voucher to the Chief of Police for approval by the Borough. The uniform benefit shall be \$1,200.00, still subject to contractual voucher requirements.

23.2 All Departmental issued uniforms or equipment damaged while on duty are to be replaced without delay by the department and not to be deducted from any uniform allowance or maintenance account.

23.3 Initial issue equipment to be provided by the department to all new hired officers. See attached list.

23.4 New hired equipment and uniform initial use:

All uniforms issued will be in accordance with the department policy covering uniforms

#### Class "A" Uniform

Three (3) long sleeve shirts

Three (3) short sleeve shirts

Three (3) pairs of pants (with Stripe)

One (1) crushed patrol hat

Two (2) ties

#### Class "B" Uniform

One (1) long sleeve shirt (BDU style)

One (1) short sleeve shirt (BDU style)

One (1) pair of pants with stripe (BDU style)  
One (1) baseball hat with department patch

#### Leather Gear

One (1) duty belt  
One (1) cross strap, keepers and break a ways  
One (1) garrison belt (under belt)  
One (1) duty holster  
One (1) expandable baton case  
One (1) ammunition pouch  
One (1) chemical agent pouch  
Six (6) belt keepers

#### Coats

One (1) winter coat  
One (1) light weight jacket (spring/fall)  
One (1) Raincoat

#### Shoes

One (1) pair dress shoes  
One (1) pair of duty boots (officers choice up to \$150.00)

#### Miscellaneous

One (1) shirt badge with number  
One (1) hat badge  
One (1) ID wallet / Badge and ID Card  
One (1) engraved name tag  
Two (2) department tie pins  
One (1) pair of handcuffs  
One (1) expandable baton  
One (1) Canister chemical agent  
One (1) soft body armor vest  
One (1) traffic vest  
One (1) flashlight

23.5 Twenty-five (25% percent of allowance will be made available to each officer on January 1<sup>st</sup> and 25% of allowance on April 1<sup>st</sup> if the annual Municipal Budget is not adopted by Borough Council. When the budget is adopted the rest of allowance will be available.

## ARTICLE 24

### BEREAVEMENT LEAVE

24.1 If a death occurs to an employee's spouse, civil union domestic partner, child or stepchild the employee will be excused from work for ten (10) calendar days starting on the day of the death.

24.2 If the death occurs to a member of an employee's immediate family the employee will be excused from work for five (5) calendar days starting with the date of death.

24.3 If a death occurs to other members of an employee's family the employee will be excused from work one (1) calendar day of the funeral.

24.4 An officer requesting bereavement leave will be required to supply the department administration with a copy of the funeral home death notice which shall include all burial arrangements.

#### 24.5 Definitions:

- a. The phrase "member" of an employee's immediate family" shall mean mother, father, stepparent, brother, sister, stepbrother, stepsister, parent-in-law, grandparent and grandchildren.
- b. The phrase "other member of an employee's family" shall mean aunt, uncle, nephew, niece, cousin and all other "in-law" relationship.



## ARTICLE 25

### DEFINITION OF TERMS

25.1 As stated herein the Borough shall also mean the Borough of Palmyra and all members of management not included in the Palmyra Police Association / FOP. As stated herein the Borough shall also mean the Borough of Palmyra and all members of Borough and Police Department management not included in the Police Association/FOP as referenced to in the Agreement.

25.2 Regular officer shall mean an officer, full-time officer or patrolman, sergeant, detectives and members of the Palmyra Police Association (PPA)

## ARTICLE 26

### LEGAL APPLICATION

26.1 Either party to this agreement may seek legal relief or enforcement of the provisions herein at their expense.

26.2 In the event that any provision of this Agreement by and between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or un-enforceable , the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

26.3 It is further agreed that, in the event any provision are finally declared to be invalid, or un-enforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause, or clauses.

**ARTICLE 27**

**EXISTING BENEFITS AND CONTRACT**

27.1 All existing Borough ordinances pertaining to mandatory negotiable terms and conditions of employment for members of the bargaining unit will not be changed.

## ARTICLE 28

### CONTRACT PERIOD

28.1 This Agreement shall be effective January 1, 2021. It shall be binding upon the Borough and the PPA until December 31, 2023 and thereafter, from year to year, unless either party hereto shall notify the other, in writing, at least six (6) months prior to the expiration of the term or any extended term of the Agreement of a desire to make a change in the Agreement or re-negotiate a new contract.

28.2 If either party gives notice to the other pursuant to Section 26.1, then within ten (10) days from the service of said notice, representatives of the Borough and the PPA shall meet and begin discussions and negotiations.

ARTICLE 29

RETIREES

29.1 Any officer who is qualified for retirement under a State administered pension program with 25 years of service shall continue to receive those benefits as provided for in the contract year of retirement and shall not be affected by any future additions and/or alterations in any contract negotiated between the Palmyra Police Association / FOP Lodge#2 and the Borough of Palmyra.

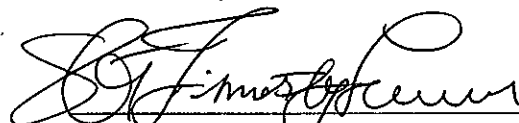
29.2 Administrative and/or transitional employees who retire after the signing of this Agreement may not change their insurance status (single to family) or increase the level of coverage except at their own expense.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their hands and seals.

FOR BOROUGH OF PALMYRA, PUBLIC SAFETY COMMITTEE:


  
\_\_\_\_\_  
Mayor Gina Tait

FOR PALMYRA POLICE ASSOCIATION:

  
\_\_\_\_\_  
Sgt. Timothy Leusner – PPA President

Pres  
PPA

6/2/2021

  
\_\_\_\_\_  
Ptlm. Alexander Hubel – PPA Vice President

Vice  
PPA Pres

6/2/2021

Date: 5/17/2021