

**AGREEMENT**

**Between**

**BOROUGH OF NEW PROVIDENCE**

**and**

**NEW PROVIDENCE SUPERIOR OFFICER'S ASSOCIATION**

**(LIEUTENANTS AND CAPTAINS)**

**January 1, 2023 through December 31, 2026**

**TABLE OF CONTENTS**

ARTICLE I	RECOGNITION .....	2
ARTICLE II	MANAGEMENT RIGHTS .....	3
ARTICLE III	GRIEVANCE PROCEDURE .....	5
ARTICLE IV	SALARIES.....	9
ARTICLE V	LONGEVITY.....	10
ARTICLE VI	WORK SCHEDULE, HOURS OF WORK, AND OVERTIME COMPENSATION .....	11
ARTICLE VII	SICK LEAVE AND BEREAVEMENT LEAVE .....	13
ARTICLE VIII	DISCRIMINATION OR COERCION.....	17
ARTICLE IX	SEPARABILITY AND SAVINGS .....	18
ARTICLE X	OUTSIDE EMPLOYMENT .....	19
ARTICLE XI	PERSONAL LEAVE TIME .....	20
ARTICLE XII	INSURANCE.....	21
ARTICLE XIII	NO STRIKE PLEDGE.....	23
ARTICLE XIV	DISCIPLINARY ACTION .....	24
ARTICLE XV	RETENTION OF BENEFITS.....	25
ARTICLE XVI	POLICE EQUIPMENT.....	26
ARTICLE XVII	FULLY BARGAINED PROVISIONS .....	27
ARTICLE XVIII	VACATIONS.....	28
ARTICLE XIX	TERMINAL LEAVE .....	29
ARTICLE XX	HOLIDAYS .....	31
ARTICLE XXI	EDUCATIONAL ASSISTANCE .....	32

ARTICLE XXII	SENIORITY.....	33
ARTICLE XXIII	DURATION.....	34
SCHEDULE A	SALARY GUIDE .....	35
SCHEDULE B	DONATED LEAVE GUIDELINES.....	36
SCHEDULE C	FMLA/FLA AGREEMENT .....	41

**THIS AGREEMENT** made as of this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the BOROUGH OF NEW PROVIDENCE, in the County of Union, a Municipal Corporation of the State of New Jersey, with offices at 360 Elkwood Avenue, New Providence, New Jersey, hereinafter referred to as "Borough" or "Employer", and New Jersey State Policeman's Benevolent Association, New Providence Superior Officer's Association, hereinafter referred to as "SOA"

WITNESSETH:

WHEREAS, the parties have carried on collective negotiations for the purpose of developing a contract covering wages and certain other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer, recognized as being represented by the SOA as follows:

**ARTICLE I**  
**RECOGNITION**

The employer hereby recognizes the aforementioned SOA as the exclusive representative for all Lieutenants and Captains in its Police Department in New Providence, New Jersey, but excluding probationary employees, Patrolmen, Sergeants, and the Chief of Police and all other employees.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The Borough, except as modified by this Agreement, retains and reserves all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the Laws and Constitutions of the State of New Jersey and of the United States, including, without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough government and its properties and of the facilities and of the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause, according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection with the implementation thereof shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and Laws of New Jersey and of the United States.

C. Nothing contained in this Article shall be construed to deny or restrict the Borough of its powers, rights, authorities, duties and responsibilities under R.S. 40 or any other national, state, county, or local laws or ordinances.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**Section 1:**

To provide for the expeditious and mutually satisfactory settlement of grievances, it is understood by the parties that this procedure shall be the sole method for the resolution of complaints of members of the SOA. The procedure shall be as follows:

Step 1. A superior officer with a grievance or the SOA shall file a written grievance with the Chief of Police within ten (10) days of the circumstances giving rise to the grievance. If the superior officer chooses to discuss the grievance orally with the Chief of Police prior to that date, they can do so, but this has no impact on the time-frame within which a written grievance must be filed. A meeting on the written grievance shall be held within 7 days of the filing of the written grievance between the Chief of Police, the aggrieved party, and the SOA's designated representative. Said meeting shall not be public unless the parties so agree in writing. The Chief of Police shall render a written decision within 10 days of the date of the meeting.

Step 2: If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no written decision has been rendered within 10 days after the presentation of that grievance at Step 1, the matter may be referred by the grievant or SOA to the Borough Administrator within 7 days of its disposition at Step 1. Such referral shall be in writing and shall incorporate all documentation pertaining to the grievance introduced at Step 1. The written submission be made to the Borough Administrator. A meeting on the grievance shall be held between the SOA, the grievant and the Borough Administrator within 15 days of the receipt of the grievance by the Borough Administrator, at which meeting the parties may be represented. Said meeting shall not be public unless the parties so agree in writing. The Borough Administrator shall render a final written decision within 30 days of the date of the meeting.



Step 3. Arbitration

(a) If the Grievance is not settled through Step 2 and the grievance alleges a violation of this Agreement, either party may refer the matter to the New Jersey Public Employment Relations Commission for appointment of an arbitrator within 14 days after the determination by the Borough Administrator. An arbitrator shall be selected pursuant to the Rules of the New Jersey Public Employment Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than 30 days after the final decision of the Borough Administrator. In the event the aggrieved elects to pursue his appellate rights in accordance with N.J.S.A. 40A:14-150, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter, in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding upon the parties.

(d) The costs for services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to the presentation of witnesses shall be paid by the party incurring same.

**Section 2:**

The time limits specified in the grievance procedure shall be construed as maximum and may only be extended upon mutual agreement between the parties, which must be in writing. The term “days” shall be defined as calendar days in this Article.

**Section 3:**

(a) The SOA or aggrieved party can skip Step 1 and file the written grievance directly with the Borough Administrator at Step 2 only when the grievance cannot be effectively ruled upon by the Chief of Police due to his level of managerial decision-making. Upon receipt of the grievance by the Borough Administrator, however, if the Borough Administrator believes that the Chief can effectively rule upon the grievance, he shall send the grievance back to Step 1 and notify the PBA and aggrieved party that he has done so. Otherwise, the Borough Administrator shall proceed on the grievance in accordance with the Step 2 procedures. If necessary, the Borough Administrator shall refer the grievance back to Step 1 within 7 days and shall notify the SOA in writing of same. When this occurs, the Step 1 time limits shall apply from the date that the grievance was referred back to Step 1.

(b) The failure of the Borough to timely issue a decision at any step of the procedure shall constitute a denial of the grievance at that step and shall give the SOA or grievant the right to move to the next step of the procedure, although only the SOA may move the grievance to arbitration.

(c) If the grievant or SOA fails to comply with any of the time limits set forth herein, the grievance shall be deemed to have been abandoned and the SOA shall be precluded from submitting the matter to arbitration. No Arbitrator shall have any authority whatsoever to rule upon the merits of a grievance if he finds that the grievance has been abandoned in accordance with these procedures.

**Section 4:**

An employee may be represented by himself or, at his option, by an SOA representative at any stage of this grievance procedure. The SOA shall have the right to be present at all grievance hearings. Only the SOA may refer a grievance to arbitration.

**ARTICLE IV**

**SALARIES**

**A. Police Captain and Police Lieutenant**

Salaries shall be adjusted in accordance with the salary guide which is attached hereto as Schedule A which provides for the establishment of a salary differential between the base rate paid to a Sergeant and the base rate paid to a Lieutenant, and between the base rate paid to a Lieutenant and the base rate paid to a Captain.

In addition to the above wage increases, the Borough incorporated 48 hours of pay into base salary for all members of the bargaining unit effective January 1, 2013. This will result in an additional across-the-board increase of 2.31% effective January 1, 2013 [48 hours divided by 2,080 hours]. This increase is incorporated in Schedule A.

In recognition of the additional responsibilities of serving as the acting-chief, \$1,000 will be added to the base salary on January 1, 2015 and is reflected in the attached salary guide.

**B. Lieutenants**

The Lieutenant's Salary will be at least 6% above the Sergeants' base salary. In addition, the Lieutenants will receive not less than the incremental increases given to the membership of PBA Local #132 including the Patrolmen's Contract and / or the Sergeant's Contract, whichever is greater.

**ARTICLE V**

**LONGEVITY**

All covered employees hired prior to January 1, 1998 currently receiving payment under this Article shall continue to receive an annual payment of \$2,400 which shall not be used in calculating any wage increase and shall be paid in equal payments throughout the calendar year and included in the employee's regular pay check. Employees hired after January 1, 1998 have not been and are not eligible for longevity.

## ARTICLE VI

### WORK SCHEDULE, HOURS OF WORK, AND OVERTIME COMPENSATION

A. The work schedule for members of the SOA will be agreed upon between the Chief of Police and members of the SOA

B. Lieutenants and Captains shall be compensated at the rate of time and one-half for overtime in the same manner as employees receive pursuant to the Patrolman and Sergeants' contracts.

C. Lieutenants and Captains are only permitted to work overtime upon written approval by the Chief of Police.

D. For purposes of this agreement, the term "days" when referring to sick leave, vacation and personal days shall be based on 8-hour work days.

E. Effective January 1, 2019, Lieutenants and Captains shall be required to work an additional 16 hours per calendar year at scheduled events that occur outside their normal working days and/or hours as directed by the Chief of Police. The scheduled events that the Chief can direct a Lieutenant or Captain to work includes, but is not limited to, working the Memorial Day Parade, the Independence Day Festivities, street fairs, and the Christmas Walk.

F. Effective January 1, 2020 the 16 hour per calendar year work at scheduled events outside normal work hours will be eliminated in exchange for Lieutenants and Captains continuing to handle police related phone calls, texts and emails during off duty time. This does not preclude the payment of overtime when Lieutenants or Captains are required to report for work in accordance with Article VI (B).

G. Subject to budgetary restrictions, officers may cash in up to 100 hours of compensatory time (at straight time) two times per year. The first cash in shall be paid in the last pay period in April and the second in the last pay period in October. To be eligible for the first cash

in, the officer must notify the Borough in writing by March 15 of his/her intent to cash in and the number of hours. To be eligible for the second cash in, the officer must notify the Borough in writing by September 15 of his/her intent to cash in and the number of hours.

Banked accumulated overtime is limited to 440 hours. Employees hired on or after 1/1/2020 are limited to 220 hours of banked accumulated overtime.

H. Due to the physical demands of specific types of police training, when attending training as an instructor or student, regardless of whether that training is agency mandated or requested by the officer, the employee shall not be required to return to their day shift when attending the following training:

1. Firearms (requalification or specialized)
2. Active Shooter (practical)
3. UCERT or SWAT
4. Defensive Tactics
5. Bicycle Patrol
6. Emergency Vehicle Operation (EVOC)

The above-referenced training must be documented as full day (7 or more hours) trainings for this provision to take effect. All other types of training or shift adjustments shall follow the established training matrix and this section does not apply to training that is provided in a classroom or virtual setting.

## ARTICLE VII

### SICK LEAVE AND BEREAVEMENT LEAVE

#### A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave shall be administered in accordance with applicable law and may be used by employees when they are unable to perform their work by reason of bona fide medical reasons, bona fide personal illness, accident, or exposure to contagious disease.
3. Use of sick leave will be administered in accordance with applicable law and may be used to care for an ill or injured spouse, domestic partner (as defined on N.J.S.A. 26:8A-1 et seq.), child or parent.
4. The Borough will convert its current policy of concurrent use of sick leave and FMLA to discretionary use by the employee as follows:

All officers shall have the option to use FMLA/FLA concurrently with sick leave and on the job injury/illness leave for an FMLA/FLA qualifying event. If the officer chooses not to use sick leave time concurrently with FMLA/FLA he/she shall sign a waiver as annexed as Schedule C and provide same to the Borough on the third day of absence with the illness/injury otherwise becomes a qualifying event. Applicable legal requirements concerning notice of FMLA qualifying event shall be maintained.

#### B. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day (that is, a period of eight (8) hours) per month during the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year



thereafter. The fifteen (15) working days of Sick Leave shall be put into the employee's sick leave bank effective January 1 of each calendar year.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate without limit to the employee's credit from year to year to be used if and when needed for such purposes.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.

C. Reporting of Absence on Sick Leave

1. An employee that seeks to be absent as a result of reasons that entitle him to sick leave must notify the Police Desk of the absence at least one-half (1/2) hour prior to his scheduled reporting time. Failure to do so may result in disciplinary action.

D. Verification of Sick Leave

1. Any employee that works 12-hour shifts and that is absent on sick leave in excess of 36 consecutive working hours shall be required to submit acceptable medical evidence substantiating the basis for the sick leave. Any employee that works 10-hour shifts and that is absent on sick leave in excess of 30 consecutive working hours shall be required to submit acceptable medical evidence substantiating the basis for the sick leave. Any employee that works 8-hour shifts that is absent on sick leave in excess of 24 consecutive working hours shall be required to submit acceptable medical evidence substantiating the basis for the sick leave.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year.

(b) In addition, the appointing authority may require proof of illness of any employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by a physician designated by the Borough, at the Borough's expense. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Job Connected Illness or Injury

1. Any employee who sustains job connected illness or injury, shall be maintained at full pay, less any weekly workman's compensation benefits he may receive, until such time as the employee shall either return to work, apply for and/or receive pension, and/or be certified by the employer's physician as able to return to work, but only to a maximum of three (3) years. In order to extend beyond two years however, the employee must provide the Borough with documentation from her/her personal physician which demonstrates that the employee is likely to recover and return to work within six (6) months. In such a case, the Borough will grant the employee a six (6) month extension. The employee may apply for another six (6) month extension provided that the employee provides the Borough with the appropriate documentation as set forth above. In no event shall the Borough grant an extension beyond three (3) years. There shall be no deductions made from the employee's sick leave benefits during this period.

2. It is understood that the employer shall have the right to require such employee to report to a physician of the employer's choosing for examination to determine the employee's fitness for return to duty.

F. Exhaustion of Sick Leave

The parties have agreed upon a program for donated sick leave, which is annexed hereto as Schedule B.

G. Bereavement Leave

Officers shall be entitled to one (1) week of bereavement leave based upon the normal work schedule of that offense in the event of death of immediate family members which shall include spouse, domestic partner as defined in N.J.S.A. 26:8A-1, et seq., child or step child, grandchild, parent, step parent, grandparent, sibling, parent-in-law, child-in-law and legal guardian.

Officers shall be entitled to one (1) day of bereavement leave to attend the funeral services in the event of death of aunt/uncle/niece/nephew.

## **ARTICLE VIII**

### **DISCRIMINATION OR COERCION**

There shall be no discrimination, interference, or coercion by the employer or any of its agents against the employees represented by the SOA because of membership or activity in the SOA. The SOA or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the SOA shall discriminate against any employee because of race, creed, color, age, sex, religion, sexual orientation, disability or national origin, or other characteristic protected by state or federal law.

**ARTICLE IX**

**SEPARABILITY AND SAVINGS**

A. In the event that any federal or state legislation, government regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

B. Except as may be otherwise provided for within this Agreement, the failure to enforce any provision of this Agreement or otherwise exercise one's rights pursuant thereto shall not be deemed as a waiver thereof.

**ARTICLE X**  
**OUTSIDE EMPLOYMENT**

If any person, organization or agency desires the services of a police officer during his off duty hours, and the performance of such services are approved in advance by the appropriate Borough official, the police officer shall be paid through the Borough with appropriate deductions for taxes made therefrom, it being understood that such payment shall be remitted by said person, organization or agency directly to the Borough on behalf of the officer. It is further understood that such compensation received by the police officer shall not be considered as salary or wages from the Borough and shall not affect the police officer pension entitlement. Any police officer, who engaged in other off duty activities for compensation, which are not approved by the Borough as aforesaid, shall not be eligible or entitled to receive payment in this manner.

The rate of compensation for outside employment (escrow jobs) is set by the Mayor and Council. Effective January 1, 2020 that rate shall be the overtime rate paid to patrol officers at maximum rounded to the next dollar, and this rate shall apply to all police offices performing such escrow job work regardless of rank or salary level.

The rate of compensation will be increased by \$15.00 per hour for all escrow/road jobs paged out within the four (4) hours of the start time and overnight jobs from 7 p.m. to 7 a.m. If a daytime escrow job runs past 7 p.m., the officer will start receiving the \$15 extra an hour for any hours worked after 7 p.m. All other hours are subject to the normal overtime rate.

**ARTICLE XI**

**PERSONAL LEAVE TIME**

Each current member shall be entitled to 40 hours of personal leave per year. Those persons hired on or after January 1, 1998 shall be entitled to 24 hours of personal leave per year. In the event a member shall have unused personal leave days from the previous calendar year, the hours shall be automatically added to his vacation in the succeeding calendar year and scheduled in accordance with Article XVIII.

## ARTICLE XII

### INSURANCE

A. Medical Coverage

The Borough shall provide each employee the following healthcare insurance with dependent coverage.

State Health Benefits Program (“SHBP”) - NJ Direct 15 Appended as schedule C

B. Dental Insurance

Delta Dental PPO plus Premier — As appended in Schedule C

C. Optical Insurance

VSP — Option 1 — As appended in Schedule C

D. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided, subject to review by the SOA.

The Borough has established an opt out program in accordance with NJSA: 40A-17.1 (PL 2010 chapter 2) for employees who opt out of any health insurance coverage offered by the Borough. Beginning January 1, 2020 the opt-out program expires for any officer not enrolled in that opt-out program. Once an officer opts back into Borough provided health coverage the opt out program expires for that officer.

The Borough agrees to cooperate with the SOA, PBA, and Teamsters in the collective effort to control Health Insurance costs. Upon notice from the SOA the Borough Administrator agrees to convene a meeting with representatives of the SOA, PBA and the Teamsters to review current Health Insurance costs and consider modifications to plan benefits to reduce the cost of the plan. Upon agreement of plan modifications among the unions and management, with concurrence of the Borough Council, the Borough Administrator shall execute plan changes on a Borough-wide basis at the next available renewal. It is understood that the renewal of current health insurance plan



occurs on July 1st. To ensure adequate time to review the renewal, this meeting should occur upon receipt of the renewal proposal. The Borough Administrator shall notify the SOA upon receipt of the renewal proposal.

For 2019, the provisions of this Article XII will remain in place. Effective 1, 2020 the Borough will provide insurance benefits to all eligible officers and their eligible dependents through the State Health Benefit Plan (SHBP) - Direct 15. Dental coverage will continue to be provided through Delta Dental until July 2021 at which time the PBA, the SOA, the Teamsters and the Borough will evaluate coverage through SHBP compared to Delta Dental and select the more cost effective satisfactory option. Vision coverage will continue to be provided through VSP-Option 1.

Officers who select a less expensive plan through SHBP will receive payment for one half the savings between Direct 15 and these selected plans.

Also effective January 1, 2020 the contract will be deemed amended to incorporate these provisions as replacements for Section A and B to eliminate the last paragraph of Section E.

**ARTICLE XIII**

**NO STRIKE PLEDGE**

A. The S.O.A. covenants and agrees that during the term of this Agreement neither the S.O.A. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, sick-out, or walk-out, against the Borough. The S.O.A. agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, work stoppage, sick-out, or walk-out, it is covenanted and agreed that participation in any such activities by any employee covered under the terms of this Agreement may be deemed grounds for disciplinary action up to and including discharge of such employee or employees. All employees who continue full performance of their duties during such strike, slowdown, work stoppage, sick out, or walk-out shall receive full pay and all benefits provided in this Agreement.

C. The S.O.A. will actively discourage any strike, slowdown, work stoppage, sick-out, or walk-out and, consistent with the rights of its members, issue a statement, in writing, describing such strike, slowdown, work stoppage, sick-out, or walk-out as illegal and invalid.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the S.O.A. or its members.

**ARTICLE XIV**

**DISCIPLINARY ACTION**

A. Disputes involving the discipline of employees covered by this Agreement shall be governed by the appeal procedures set forth in applicable statutes, regulations, and ordinances such as N.J.S.A. 40A:14-147 et seq.

B. Failure to qualify with sidearms may result in disciplinary action. The Borough shall provide an in-service training program for firearms proficiency.

C. Disputes involving minor disciplinary matters not governed by the appeal procedures referred to in paragraph A above will be subject to the grievance procedure set forth in Article III of this Agreement.

**ARTICLE XV**

**RETENTION OF BENEFITS**

Except as otherwise provided herein, all rights, privileges, and benefits which the Lieutenants and/or Captains enjoyed as provided for in the contracts of PBA Local #132 including the Patrolmen's and/or the Sergeants Contract and/or the SOA contract shall be maintained.

**ARTICLE XVI**

**POLICE EQUIPMENT**

A. It shall be the responsibility of each police officer to immediately report any defective vehicles to his immediate supervisor.

B. Each police officer shall utilize reasonable care and be fully responsible for equipment assigned to him.

## ARTICLE XVII

### FULLY BARGAINED PROVISIONS

A. During the course of collective negotiations, each party has been free to propose and negotiate with regard to all appropriate subjects, which it might have desired to place before the other for consideration. This Agreement incorporates all rights and obligations assumed by each party and granted through its terms by each to the other as a result of the negotiating process, and it is specifically recognized that since both parties hereto are desirous of stabilizing their relationship by an executed document for a specific duration, for that duration, neither side shall be obligated to enter into further negotiations regarding any matter not specifically designated by clear and express language within this Agreement.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as may be otherwise determined by the Public Employment Relations Commission.

## ARTICLE XVIII

### VACATIONS

A. All S.O.A. members — who shall be required to have at least five years of service with the Police Department to be eligible to hold the rank of Lieutenant or Captain will be credited with the vacation amounts set forth in the chart below on January 1 of the calendar year in which they will reach the number of years of continuous service shown in the first column:

<b>Continuous Service with the Department</b>	<b>Vacation Time</b>
1-4 years	104 hours
5-9 years	120 hours
10-14 years	136 hours
15-20 years	160 hours
20+ years	200 hours

B. Vacations will normally be taken in full weeks, subject to a schedule approved by the Chief.

C. Up to five (5) days of vacation may be carried from year to year, except where an employee loses his vacation time by reason of being required to work during said period. In such cases, said employee shall be granted the unused vacation time at a subsequent period, or equivalent payment or compensation shall be made upon certification of the appropriate Department Head and approval of the Borough Council.

## ARTICLE XIX

### TERMINAL LEAVE

The parties agree to a terminal leave program which will provide a maximum benefit value of \$17,000 for officers hired prior to January 1, 2011. Officers hired on or after January 1, 2011 will have a maximum benefit of \$15,000, consistent with N.J.S.A. 40A:9-10.4. For officers hired on or after January 1, 2020, the maximum benefit is \$12,000.00. Officers have the option to elect lump sum payment of entitlement under this Article in lieu of remaining on the books with payment to be made within 30 days of separation. Officers hired on or after January 1, 2011 may not be paid terminal leave for accumulated sick time. Any accumulated sick leave due under this Article for officers hired on or after January 1, 2011 shall be paid within 30 days after their effective retirement date from PFRS, consistent with N.J.S.A. 40A:9-10.4.

Entitlement to the maximum terminal leave or any part thereof shall be based upon the number of accumulated unused sick days at the time of retirement.

Employees with 100 or fewer accumulated sick leave days at the time of retirement shall be entitled to paid terminal leave based upon those unused sick days at the ratio of 1 for 4 days to the maximum dollar amount set forth above. For those employees with more than 100 accumulated and unused sick days at the time of retirement, the ratio shall be paid terminal leave based on 1 day for 3 days of unused sick leave. Employees must retire under PFRS to be eligible for terminal leave payment, and eligible employees may elect to remain on the payroll until their terminal leave entitlement is paid or receive lump sum payment of entitlement under this Article in lieu of remaining on the books with payment to be made within 30 days of separation. If the payout of terminal leave results in an employee being on the payroll in a new calendar year, there shall be no entitlement to any additional paid time off for items such as vacation, personal days, sick days,



holidays and the like as a result of remaining on the payroll into a new calendar year. Employees on terminal leave shall continue full health care coverage until the effective retirement date.

## ARTICLE XX

### HOLIDAYS

A. The Borough holiday schedule shall include:

New Years' Day

Lincolns Birthday

Presidents Day

Good Friday

Memorial Day

July 4<sup>th</sup>

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Effective January 1, 2020 the SOA shall follow the Borough holiday schedule which minimally provides for twelve (12) holidays.

B. The SOA recognizes that members may be required to work certain holidays. In such cases that members are required to report to work on a holiday, an arrangement will be agreed upon with the Chief of Police to compensate the member by giving him time off on another mutually agreed upon day. Employees shall also be entitled to an additional holiday to celebrate the birthday of Martin Luther King, but only if such additional holiday is granted by the Borough to other employees outside this bargaining unit.

## **ARTICLE XXI**

### **EDUCATIONAL ASSISTANCE**

In the event a permanent employee desires to improve his skills through further education, the Borough will provide the same Education Assistance to members of the PBA and SOA as are provided for all other Borough employees per the Borough SOP. The current policy, adopted by the Borough pursuant to Resolution 2015-061, is appended to this Agreement. The Borough retains its right to change the policy provided such change only applies to officers who matriculate on or after the date the SOA ratifies this MOA (said date being September 20, 2019).

**ARTICLE XXII**

**SENIORITY**

Seniority for police officers shall be determined by length of service in a rank and then length of service in the Department. In the event it becomes necessary to reduce the number of employees, lay-off shall be by seniority with the least senior member being first laid off. Recall from lay-off shall be in inverse order, and the Municipality shall not hire any additional employees while there are permanent members on lay-off status and eligible for recall.

Employees' rights for recall shall be two (2) years from date of lay-off and shall be forfeited if recall to work is refused, and/or the employee fails to advise the Municipality of his latest address to which such notification, by certified or regular mail, would be sent.

**ARTICLE XXIII**


**DURATION**

The terms of this Agreement shall be from January 1, 2023 through December 31, 2026, and from year to year subject to written notice from either party to the other of the desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than August 30 of the last year of this Agreement (or of any renewal year). If timely written notice is given, successor negotiations shall commence no later than September 13 of the year in question. The foregoing notification and commencement dates are derived from Public Employment Relations Commission Regulation Section 19:16-2.1 and the adoption by the Public Employment Relations Commission of February 10<sup>th</sup> required budget submission date for municipalities such as the Borough. In the event of any change in the PERC statute or regulations, this Article shall be deemed to have been amended to conform to such change.

ATTEST

 \_\_\_\_\_



BOROUGH OF NEW PROVIDENCE

By:   
Allen Morgan, Mayor

ATTEST

\_\_\_\_\_

NEW PROVIDENCE SUPERIOR OFFICERS ASSOCIATION

By:  \_\_\_\_\_  
By:  \_\_\_\_\_

**SCHEDULE A**

			<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>
Differential	Lieutenant		\$16,000	\$16,000	\$16,000	\$16,000
			\$157,468.20	\$160,604.91	\$163,820.03	\$167,115.53
Differential	Captain		\$16,000	\$16,000	\$16,000	\$16,000
			\$173,468.20	\$176,604.91	\$179,820.03	\$183,115.53

## SCHEDULE B

### DONATED LEAVE GUIDELINES

#### I. **Purpose**

- A. The intent of this program is to permit full time, sworn, New Providence Police Department employees to donate earned sick time and/or vacation time on a voluntary basis to another full time, sworn, New Providence Police Department employee who is suffering from a catastrophic health condition or injury and/or prolonged illness or injury which compels their prolonged absence from work.
- B. An employee who is to be a recipient of donated time must first exhaust all of his/her own accumulated sick, vacation, personal and compensatory time. The employee must also produce a doctor's certification at the onset of the illness or injury to substantiate the nature of the illness or injury, and to specify the length of time that the employee will probably be absent from work. An employee who utilizes donated leave time will be treated as a Borough employee on a leave of absence with pay and will not be subject to a diminishment of wages and benefits.
- C. The donation of sick, personal, compensatory and/or vacation time must be initiated by the employee through the Chief of Police. The request must be on the forms provided by the Borough and must be made prior to the exhaustion of all accumulated sick, vacation, personal and compensatory time. Upon approval by the Recipient/Donor Committee members, all police department employees, as described above are eligible to donate time on a voluntary basis.

## II. Eligibility

### A. Recipient

A New Providence Police Department employee shall be eligible to receive donated sick, personal, compensatory and/or vacation leave from other police department employees if the employee meets all the following criteria:

1. Must have completed one-year continuous service with the New Providence Police Department.
2. Must be suffering from a catastrophic health condition or injury and/or prolonged illness or injury that necessitates the employee's prolonged absence from work for which the employee has no availability of paid leave.
3. Must produce acceptable medical verification from a physician or other licensed health care provider. The medical verification must indicate the nature, severity and anticipated duration of the disability resulting from the serious or prolonged health condition or injury involved.
4. Exhausted all accrued paid leave time including compensatory time, sick leave, personal and vacation leave.

### B. Donor

An employee to be eligible to donate leave to another employee must meet the following criteria:

1. Must donate whole days.
2. Must have at least 15 days of accrued sick leave remaining to his/her credit following any donations.
3. Must not have solicited nor accepted anything of value for the donation.



### **III. Recipient/Donor Committee**

A. A Recipient/Donor Committee shall review every request for donated sick leave. The Recipient/Donor Committee members must approve, by majority, the eligibility of any employee before he/she can participate in the program. Decisions and approvals regarding eligibility will be made on a case-by-case basis. The committee shall consist of the following personnel:

1. Chief of Police
2. Deputy Chief of Police
3. Borough Nurse
4. Two PBA Members

B. An appeals process, through the grievance procedure, shall be available to any requestor who disagrees with the committee's decision.

### **IV. Procedures**

A. Any employee may request to participate as a recipient in this program by contacting the Chief of Police. The Chief of Police will require medical documentation concerning the nature, severity and anticipated duration of the medical emergency involved. The Chief of Police shall document the request, on forms provided by the Borough, and then shall arrange for a meeting of the Recipient/Donor Committee without delay.

B. If approved by the Recipient/Donor Committee, the Chief of Police will then post on employee bulletin boards or communicate by other appropriate means, the name(s) of eligible employee(s) who will have exhausted all earned paid leave time by a designated date. The posting will be done only with the recipient's consent. If the employee is unable to consent, the employee's family may consent on behalf of the employee. Notice shall be provided to all appropriate majority representatives.

C. Full time, sworn employees may donate within the prescribed limitation only whole days of sick leave, compensatory time, vacation leave, or a combination thereof.

D. The donor and the recipient (or family representative) will fill out the required forms. No one shall directly or indirectly intimidate, threaten or coerce, or attempt to intimidate or coerce any other employee for the purpose of interfering with any right which such employee may have with respect to contributing, receiving or using unpaid leave under this program. The above shall include promising to confer or conferring any benefit (such as appointment, promotion, or compensation). An affidavit to this effect shall be signed by the donor. Any employee who engages in the above prohibited conduct shall be subject to disciplinary action.

E. The donor's leave time will be reduced by the number of days donated with regard to that donor's respective bank.

F Any time donated to the recipient will be kept confidential and not disclosed to the recipient or any other individuals requesting this information. This provision will not include any individuals who facilitate this program.

G. The eligible recipient's leave time will be credited with the donated time indicating the donor may receive days from more than one donor. Records shall be maintained by The Borough's Personnel Office showing the donor's name, number and type of days donated.

H. The eligible recipient may receive 180 donated days from the date the recipient (employee) exhausts all available accrued sick, vacation, personal and compensatory time.

- I. Nothing in this policy eliminates the ability of the officer requesting donated leave to request additional paid leave from Borough Council.
- J. If the employees prolonged absence extends beyond the expiration of the 180-day donated leave time, the employee may make application for an additional 80 days to a maximum 260 days of donated leave time.
- K. Should an employee return to work, or otherwise terminate the use of leave with donated time remaining, that time will be returned to the donor(s) on a prorated basis in days. Any pro-ration that would amount to less than one day per donor will be rounded up to one day per donor.
- L. The recipient employee, while using donated leave, will continue to earn sick, personal, compensatory and/or vacation leave. If the earned sick leave is unused when the employee returns to work, all such earned time shall be retained by the recipient employee and credited to the employee's accrued sick time leave.
- M. If the recipient retires, he/she will not be granted supplemental compensation for any unused sick days, which he/she received through the donated sick leave program.
- N. Once the sick and/or vacation leave has been donated, it may not be revoked by the donor.
- O. Donations may not be used on a retroactive basis.

**SCHEDULE C**  
**FMLA/FLA AGREEMENT**

The following terms and conditions are agreed to between \_\_\_\_\_  
[Insert Employee Name]  
("Employee") and the Borough of New Providence ("Borough") regarding the following:

1. Employee has requested to use his/her accrued contractual leave time for an event that is covered by the Federal Family Medical Leave Act ("FMLA") and/or the New Jersey Family Leave Act ("FLA").
2. The Borough has timely notified Employee that the event is covered by the FMLA and/or the FLA and of his/her rights under said Acts.
3. Despite his/her right to designate his/her leave as FMLA and/or FLA leave, Employee has elected not to do so and instead use his/her accrued contractual leave time for all or part of the leave.
4. The Borough shall not count the leave time covered under this Agreement against Employee's FMLA/FLA leave availability unless Employee elects to do so in writing.

**EMPLOYEE**

**FOR THE BOROUGH**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2023 thru 12/31/2026.

Employer: Borough of New Providence

County: Union

Date: 12/7/2023

Name: Wendi Barry  
Print Name

Title: Borough Clerk

*Wendi Barry*  
Signature