

**BOROUGH OF OGDENSBURG
COUNTY OF SUSSEX
RESOLUTION 67-2023**

**RESOLUTION OF THE GOVERNING BODY OF THE BOROUGH OF OGDENSBURG
APPROVING THE CONTRACT WITH OGDENSBURG UNIT – PATROLMEN’S
BENEVOLENT ASSOCIATION LOCAL #404 FOR 2023 TO 2026**

WHEREAS, the Rank and File Police Officers of the Borough of Ogdensburg are represented by the Ogdensburg Unit – Patrolmen’s Benevolent Association Local #404 (hereinafter called the “OUPBA”); and

WHEREAS, the Officers of the Ogdensburg Police Department provide a good and valuable service to the residents of the Borough of Ogdensburg; and

WHEREAS, the previous contract between the Borough and the Ogdensburg Unit - Fraternal Order of Police Franklin Lodge #57 OUFOP expired on December 31, 2022; and

WHEREAS, negotiations have been ongoing; and

WHEREAS, representatives of both the Borough of Ogdensburg and OUPBA have agreed to the terms of a contract commencing January 1, 2023 through to December 31, 2026; and

WHEREAS, OUPBA has represented that its members have approved the proposed contract; and

WHEREAS, the members of the Borough Council have reviewed the attached contract for 2023 to 2026 and approve of same.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Ogdensburg that the contract, attached hereto, between the Borough of Ogdensburg and the Ogdensburg Unit – Patrolmen’s Benevolent Association Lodge #404 for the term commencing January 1, 2023 through to December 31, 2026 is hereby approved and the Mayor and Clerk are authorized to execute the contract on behalf of the Borough.

CERTIFICATION

I, Robing Hough, hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Mayor and Council of the Borough of Ogdensburg, New Jersey, at a meeting held on October 11, 2023.


Robin Hough, RMC/CMR

Roll call vote for Resolution 67-2023

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
Councilman Alvarez				x
Councilman Ciasullo	x			
Councilwoman Cowdrick	x			
Councilman DeMeo	x			
Councilman Poyer	x			
Councilwoman Ruitenber	x			
Mayor Hutnick (Tie Only)				

AGREEMENT

BETWEEN THE BOROUGH OF OGDENSBURG

AND

THE OGDENSBURG UNIT
PATROLMEN'S BENEVOLENT ASSOCIATION

LOCAL #404

JANUARY 1, 2023 TO DECEMBER 31, 2026

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AGREEMENT

Agreement entered into this 25th day of September in the year Two Thousand Twenty Three, by and between the Borough of Ogdensburg, a Municipal Body of the State of New Jersey, with offices at the Municipal Building, 14 Highland Avenue, Ogdensburg, New Jersey, (hereafter called "BOROUGH"), and the members of the Ogdensburg Police Department, represented by the recognized bargaining agent, Ogdensburg Unit – Patrolmen's Benevolent Association, Local #404 (hereafter called the "OUPBA"). The term of this Agreement shall be four (4) years, commencing January 1, 2023 through December 31, 2026.



ARTICLE I

RECOGNITION

A. The Borough of Ogdensburg recognizes the Ogdensburg Unit – Patrolmen’s Benevolent Association, Local #404, henceforth designated “OUPBA” for the purpose of collective negotiations as the exclusive representative of the members of the Ogdensburg Police Department. The Patrolmen’s Benevolent Association, New Jersey Labor Council is the duly authorized and recognized representative of the OUPBA for the term of this Agreement.

1. The OUPBA shall consist of all permanent full-time Officers from the rank of and including Lieutenant, Sergeant, and Patrolman, qualified under the terms and regulations of Civil Service and appointed as permanent or provisional full-time Police Officers by the Mayor and Council of the Borough of Ogdensburg. Excluded from the unit are: Chief of Police, Dispatchers, Special Officers, Matrons, Clerical Assistants, School Traffic Guards, and all other Borough employees.
2. Any new Officer appointed by the Mayor and Council of the Borough of Ogdensburg shall not be subject to the terms of this Agreement until he/she has successfully completed the necessary education and training in order to be certified by the Police Training Commission as a Police Officer. (The exception to this paragraph will be: the Officer shall enjoy the benefit of the current salary guide at the time of appointment.)
3. Membership in the OUPBA is not required for an Officer to be subject to the terms of this Agreement.
4. Two (2) members authorized by the PBA shall be granted convention leave with pay to attend the NJSPBA annual convention pursuant to 40A:14-177. The PBA shall provide no less than thirty (30) days’ advanced written notice to the Chief or his designee, requesting leave for attending members. Such requests shall not be unreasonably denied.

ARTICLE II

MANAGEMENT RIGHTS

- A. It is mutually understood and agreed that the Borough retains the prerogative of executive management and administrative control, in concert with the Chief of Police including but not limited to the rights of hiring, suspending, disciplining or discharging for proper cause, promoting, demoting, transferring and scheduling employees, to determine the standards of service to be offered by its agencies, to take necessary actions in emergencies, to determine the standards of selection for employment, to maintain the efficiency of its operations and the technology of performing its work, to determine the methods, means and personnel by which its operations are to be conducted, to introduce new or different methods of operations, to contract or subcontract for work or services, and to determine the content of job classifications, subject to any other applicable law or provisions of this Agreement.

- B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under R.S. 40 and R.S. 11 or any other National, State, County or Local Laws or Ordinances.



ARTICLE III

EMPLOYEE RIGHTS

- A. The Borough of Ogdensburg will not coerce or discriminate against any member of the employee unit for its participation or activity relating to salary negotiations, or participation in related areas of this Agreement.

- B. The authorized members of the OUPBA will be excused from on-duty police time, if necessary to handle any Step II grievance matter with the Borough Council, as long as it can be adequately demonstrated to the Chief of Police that such attendance will not hinder normal operations or cause additional cost to the Borough.

- C. No employee shall be discharged, disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action asserted by the Borough shall be subject to the parties' Grievance Procedure herein set forth. (ARTICLE XII)



ARTICLE IV

VACATIONS

- A. The vacation year shall be from January 1 to December 31. For the purpose of calculating the amount of vacation with pay, only full-time, continuous, uninterrupted service in and for the Borough shall be counted.
- B. All full-time patrolmen, sergeants, and lieutenants employed by the Borough on January 1, 2012, shall be entitled to vacation with pay based on the following:
1. Up to one year of service, one day vacation for each month of service, up to a maximum of ten days for the first year of employment.
 2. After one year and up to five years of service, twelve days.
 3. After five years and up to twelve years of service, fifteen days.
 4. After twelve years and up to fifteen years of service, nineteen days.
 5. After fifteen years of service up to twenty years of service, twenty-three days.
 6. After twenty years of service, twenty-eight days.
- C. All full-time patrolmen, sergeants, and lieutenants hired after January 1, 2012, shall be entitled to vacation with pay based on the following:
1. Up to one year of service, one day vacation for each month of service, up to a maximum of ten days for the first year of employment.
 2. After one year and up to five years of service, ten days.
 3. After five years and up to twelve years of service, thirteen days.
 4. After twelve years and up to fourteen years of service, seventeen days.
 5. After fourteen years of service up to twenty years of service, twenty-one days.
 6. After twenty years of service, twenty-six days.
- D. Each officer may carry over a maximum of five vacation days to the following year.
- E. Vacation days shall be scheduled and approved by the Chief of Police, or his/her designee, with sufficient notice of vacation time desired, as authorized by the Chief.

- F. If, because of pressures of the schedule or circumstances beyond the control of the Officer where the Officer cannot take his/her entitled vacation days off by the end of the calendar year, upon request to and approval of the Chief of Police, the Officer will be paid an additional day's pay (straight time) for vacation days not taken. This shall not apply to five vacation days, which may be carried over to the following year.

- G. Seniority of the Police Officer will take preference when applicable.

- H. January 1st will be the anniversary date for the purpose of administering vacation time earned.

ARTICLE V

SALARY GUIDE

A. The following salary guide shall be in effect for Police Officers during the life of this Agreement. The annual base salary does not include overtime pay or any other compensation, such as uniform maintenance allowance, longevity, etc.

1. Annual Increase (inclusive of step movement):

January 1, 2023.....	2.00%.....	\$101,626.71
January 1, 2024.....	2.75%.....	\$104,421.45
January 1, 2025.....	2.75%.....	\$107,293.03
January 1, 2026.....	2.00%.....	\$109,438.90

2. Effective January 1, 2023, Annual Base Salary for Patrolman is \$101,626.71.

Step 1. Starting Salary.....	\$30,000.00
Step 2. Start of Their Second Year.....	50% of Patrolman's Salary
Step 3. Start of Their Third Year.....	60% of Patrolman's Salary
Step 4. Start of Their Fourth Year.....	70% of Patrolman's Salary
Step 5. Start of Their Fifth Year.....	80% of Patrolman's Salary
Step 6. Start of Their Sixth Year.....	90% of Patrolman's Salary
Step 7. Start of Their Seventh Year.....	100% of Patrolman's Salary

3. For all full-time patrolmen hired on or after January 1, 2023, annual Base Salary for Patrolman is \$101,626.71.

Step 1. Starting Salary.....	\$45,000.00
Step 2. Start of Their Second Year.....	50% of Patrolman's Salary
Step 3. Start of Their Third Year.....	60% of Patrolman's Salary
Step 4. Start of Their Fourth Year.....	70% of Patrolman's Salary
Step 5. Start of Their Fifth Year.....	80% of Patrolman's Salary
Step 6. Start of Their Sixth Year.....	90% of Patrolman's Salary
Step 7. Start of Their Seventh Year.....	100% of Patrolman's Salary

4. (2) Sergeants shall receive an additional \$5,000.00 step over the Patrolman base salary when promoted to Sergeant.

5. Existing Officers, employed prior to January 1, 2018, shall be paid:

- a. A one-time annual payment of four thousand dollars (\$4,000.00) paid over the course of the 2023 calendar year.
- b. A one-time annual payment of four thousand dollars (\$4,000.00) paid over the course of the 2024 calendar year.
- c. A one-time annual payment of four thousand dollars (\$4,000.00) paid over the course of the 2025 calendar year.
- d. A one-time annual payment of four thousand dollars (\$4,000.00) paid over the course of the 2026 calendar year.
- e. Officers hired after January 1, 2018, shall be paid on the following prorated scale:
 - i. First Year..... \$-0-
 - ii. Second Year..... \$2,000
 - iii. Third Year..... \$2,400
 - iv. Fourth Year..... \$2,800
 - v. Fifth Year..... \$3,200
 - vi. Sixth Year..... \$3,600
 - vii. Seventh Year..... \$4,000
 - viii. The sums paid pursuant to this subsection shall be pensionable and shall not be included in the calculation of overtime (or be included as part of base pay for purposes of calculating Chapter 78 employee health insurance contributions). Overtime shall be calculated off of base pay alone.

B. The Borough reserves the right to pay a new, full time, regular Patrolman, or other Officer, a salary according to the minimum starting salary, or more, for a Patrolman or Sergeant as outlined in the duly Adopted Salary Ordinance of the Borough.

ARTICLE VI

HOLIDAYS

A. The following holidays shall be recognized by all Police Officers under this Agreement:

New Year's Day	Labor Day
Day after New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

- B. The police shall also receive any holiday declared as a holiday by the Mayor and Council of the Borough of Ogdensburg.
- C. Any Officer shall be paid one and one-half times (1.5X) his/her regular hourly rate (computed on 2,080 hours per annum) in addition to his/her regular salary for any holiday hours worked.
- D. Any Officer may have the option to receive a comp day in lieu of overtime pay for any holiday hours worked.
- E. Any Officer whose regularly scheduled day off falls on a holiday shall be entitled to compensatory time off. Such time off shall be given fifteen (15) days' prior notice subject to the Chief's approval, and where the time off does not result in overtime pay for any other Officer in the department.
- F. If, because of the pressures of the schedule, an Officer cannot take his/her holiday comp days as outlined above prior to the end of the calendar year, upon request to and approval of the Chief of Police, such holiday comp days not taken shall be paid to the Officer as additional straight time by the end of the current calendar year.

G. If any Officer's employment with the Borough is terminated for whatever cause, any accumulated holiday comp days not taken shall be lost, and there shall not be payments made to compensate for lost comp days.

ARTICLE VII

OVERTIME PAY AND COMPENSATION FOR CERTAIN SHIFTS APPLICABLE TO 8 HOUR
SHIFT ONLY, (See Addendum A for 12-hour shifts.)

- A. Any Officer shall be paid time and one-half (1.5X) additional overtime pay for hours worked beyond his/her normally scheduled shift. There shall be no additional salary adjustments whatsoever if an Officer works more than his/her normally scheduled shift, beyond payment of overtime at the rate of one and one-half (1.5X) multiplied by the Officer's hourly rate.
- B. Any Officer shall be paid time and one-half (1.5X) additional overtime pay for any consecutive, unscheduled hours worked beyond his/her normally scheduled shift.
- C. Any Officer required to work a shift, or any part of a shift on his/her day off will be paid at the rate of time and one-half (1.5X) overtime pay for any such hours worked.
- D. Any Officer shall be paid overtime pay at time and one-half (1.5X) for any CALL OUT time so long as it is at least one (1) hour prior to the start of his/her shift.
- E. Any Officer shall be paid overtime pay at the rate of time and one-half (1.5X) for any court appearance which occurs during the Officer's normal time off for such hours worked.
- F. There shall be established in the Police Department a twenty-eight (28) day work cycle for all Officers. The work cycle shall coincide with the pay periods as set forth by the Borough.
- G. Any Officer who is normally scheduled to work a complete shift for more than five (5) consecutive days shall be paid overtime for any additional days worked.
- H. No Officer shall be paid overtime benefits more than once for the same hours worked.
- I. Any Officer who works the afternoon shift (1530-2330) on December 24 (Christmas Eve) and/or December 31st (New Year's Eve) will be paid overtime pay at the rate of time and one-half (1.5X) for such hours worked.

ARTICLE VIII

PERSONAL DAYS

- A. Each Officer shall be entitled to personal days off each year based on the following:
 - 1. Upon completion of 2 years of service each Officer shall receive four (4) personal days per year.

- B. Personal days are to be taken with sufficient prior notice to satisfy the Chief of Police of the desired day off, and where such time does not result in overtime pay for another Officer, unless a personal day taken is deemed by the Chief of Police to be an emergency beyond the control of the Officer.

- C. Personal days are not cumulative from year to year and every Officer shall take his/her personal days only during the calendar year. There will be no compensation for any personal days not taken by the end of the calendar year.

- D. If an Officer's employment is terminated with the Borough for whatever cause, any personal days not taken shall be lost and no payment will be made to compensate for lost personal days.



ARTICLE IX

UNIFORM MAINTENANCE AND UNIFORM ALLOWANCE

- A. Each Officer shall be paid a Uniform Maintenance of six hundred dollars (\$600) per year. This Uniform Maintenance will be paid in two (2) installments: three hundred dollars (\$300) in June and three hundred dollars (\$300) in December. The Uniform Maintenance is taxed as ordinary income to the recipient.

- B. Any new Officer hired during the contract year will be paid this allowance, pro-rated based on time served in the department.

- C. If an Officer's employment with the Borough is terminated, for whatever cause, he/she will be paid this allowance pro-rated, based on time served in the department.

- D. Each Officer will be granted a Uniform Allowance of up to seven hundred fifty dollars (\$750) which shall be paid with a check issued to the Officer upon presentation of receipts for all uniform items purchased by the Officer. Reimbursement shall be for the normal replacement of uniform items i.e., shirts, pants, leather, shoes, etc. If for any reason an Officer's employment with the Borough is terminated, said uniform allowance will not be pro-rated or paid.



ARTICLE X

UNIFORM PATROL AND AMMUNITION NEEDS

- A. The Borough agrees to provide all uniform needs to ensure that each Officer has all the proper and required uniform items at all times. All uniform and patrol needs purchased by the Borough are the property of the Borough of Ogdensburg.

- B. The Borough also agrees to supply and furnish patrol needs, such as batteries, etc.

- C. Both sections above will be administered and determined by the Chief of Police or his/her designee. It is understood that no purchase shall be made without prior approval from the Chief and his/her signature indicating approval on any such vouchers.

- D. The Borough agrees to furnish each Officer with a personal bulletproof vest, which shall be replaced at five (5) year intervals.

- E. The Borough will provide each Officer with 500 rounds of 45-caliber practice ammunition per year dispensed in a manner determined by the Chief of Police. Each member will also be provided with one hundred rounds of yearly service ammunition, which will be provided by the Borough. Yearly qualification ammunition will be provided for each member, by the Borough, and is separate from the above.

- F. The Borough agrees, patrol vehicles, which have obtained 100,000 miles of service shall be replaced, or removed from active service. The Borough may however, by resolution, have the vehicle remain on active patrol until such time as the vehicle can be replaced or refurbished by a properly licensed facility, which specializes in Police vehicle refurbishment.

ARTICLE XI

PERSONAL MOTOR VEHICLE

- A. Any Officer using his/her own vehicle as transportation on approved department business, as determined by the Chief of Police, will be compensated at the rate of twenty-five cents (\$0.25) per mile.

- B. Any Officer using his/her own vehicle as transportation for in-service schools, seminars, or courses and approved by the Chief of Police, or his/her designee, will also be reimbursed for all tolls.

- C. If meals are not provided at such school, seminars or courses, the Officer will be granted a meal allowance of six dollars and fifty cents (\$6.50) for breakfast, ten dollars (\$10.00) for lunch and fifteen dollars (\$15.00) for dinner per day and documentation will be necessary.

- D. The Borough will provide transportation at all times for patrol and police purposes. A privately-owned vehicle may be used in cases of EXTREME EMERGENCY as determined by the Chief of Police, AND THEN ONLY ON A MOST RESTRICTED BASIS.



ARTICLE XII

GRIEVANCE PROCEDURE

A. Definition

A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by an employee as to any action or non-action taken towards him/her which allegedly violates any right relating to wages, hours, and working conditions arising out of his/her employment.

B. Purpose

- a. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

- b. Nothing contained herein shall be construed as limiting the right of the employee or the Borough having a grievance to discuss this matter informally with the Chief of Police or his/her supervisory designee and having the grievance adjusted without the intervention of the OUPBA.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1 – A grievant shall present the grievance in writing to the Chief of Police or his/her supervisory designee within ten (10) calendar days of the occurrence. The Chief of Police or his/her designee shall attempt to resolve the matter and shall respond in writing to the grievant within five (5) calendar days. Failure of the grievant to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 2 – If the grievance has not been settled, it shall be presented in writing to the Borough Council within five (5) calendar days after the Chief's response is due. The Borough Council or their representative shall notify the OUPBA in writing within seven (7) calendar days after the receipt of the written grievance advising of a hearing scheduled by the Borough Council within fifteen (15)

days of said notification. The purpose of the hearing is for all parties concerned to resolve the grievance.

Step 3 – Arbitration

- a. If no satisfactory resolution of the grievance is reached at Step 2, then within twenty (20) calendar days the grievance may be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of PERC. The decision of the arbitrator shall be final and binding upon both parties. The expense of such arbitration shall be borne equally by both parties.
- b. The arbitrator shall have no authority to add or subtract from the Agreement.
- c. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the governing body or its representative on the grievance.

ARTICLE XIII

PENSION PLAN

- A. The Borough shall continue, for the lifetime of this Agreement, to pay the Borough's portion of pension costs under the Police and Firemen's Retirement System of New Jersey (PFRS). It is understood that all rights of employees are subject to the applicable plan.

- B. Each Officer shall advise the Borough Clerk and Borough Treasurer in writing when he/she is one year from being eligible to retire.

- C. Each Officer shall advise the Borough Clerk and Borough Treasurer in writing of his/her proposed date of retirement as soon as possible before actual retirement.



ARTICLE XIV

PROFESSIONAL DEVELOPMENT

- A. All members of the Ogdensburg Police Department will be allowed an opportunity for available police-related schooling or seminars, with the schedule and budgetary circumstances permitting. Decisions concerning such schooling shall be determined by the Chief of Police and based upon his/her evaluation of the department needs. Any costs connected with such training shall be provided by the Borough.

- B. The nature of police-related schooling shall consist of but not necessarily be limited to, training in Traffic, Crash Injury, Criminal Investigation, Motor Vehicle Accident Investigations, etc. as offered by the New Jersey State Police Training Center, or the Morris County Police and Fire Academy, or their equivalent.

- C. The Borough agrees to pay each Officer the sum of forty-five dollars (\$45.00) per credit, up to a maximum of twelve (12) credits per year, for any college credits earned or acquired during the contract year only.
 - a. Payment for any credits earned shall be for courses mandated by curriculum to attain an Associate's or Bachelor's Degree in Police Science.
 - b. College credits must be taken at a minimum rate of three (3) credits per calendar year.
 - c. Proof of a grade of "B" or above must be submitted prior to payment.

- D. Each Officer shall submit a letter to the Chief of Police prior to November 1 of the year prior to the year in which he/she intends to seek reimbursement for any course to ensure that appropriate funds are provided in the budget. Should an Officer fail to submit a letter in a timely fashion and adequate funds not be available in the year in which reimbursement is sought the Borough may elect to deny reimbursement.

- E. All credits sought for reimbursement require the prior approval of the Chief of Police and the Personnel Commissioner.

- F. All course credits, including online course credits, must be transferable to Rutgers, the State University of New Jersey.

- G. Each Officer shall be responsible for any and all costs related to college credits for which he/she is paid under paragraph C.

- H. Officers receiving reimbursement for educational credits shall remain employed with the Borough for a period of no less than four (4) years following reimbursement. Any Officer leaving before four (4) years after reimbursement shall refund the Borough for the amount of said reimbursement.

ARTICLE XV

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay, based on their aggregate years of service.
2. Sick leave may be utilized by employees for the following permitted reasons:
 - a. Diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness/condition, including preventative care;
 - b. Aid or care for a family member during the diagnosis, care, treatment of, or recovery from the family member's mental or physical illness/condition, including preventive care;
 - c. As necessitated by the employee's or family member's status as a victim of domestic or sexual violence (including counseling, relocation, legal proceedings, etc.);
 - d. Where the employee's workplace or his/her child's school or place of care is closed by order of a public official due to a public health concern; or attendance at a school-related conference, meeting or other event requested or required by a school representative or meeting regarding care provided to the child in connection with the child's health conditions or disability.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment, and fifteen (15) working days every year thereafter.
2. Any amount of sick leave allowance not used in any given calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. Reporting of Absence or Sick Leave

If an employee is absent for reasons that entitle him/her to sick leave, the Chief of Police or his/her designee, shall be notified promptly, and whenever possible, prior to the employee's starting time. Failure to do so may be cause of denial of the use of sick leave for the absence, and constitute cause for disciplinary action. Absence without notice for three (3) consecutive working days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent for four (4) or more consecutive working days on sick leave may be required to submit acceptable medical evidence substantiating the illness.
 - i. An employee who has been on sick leave for a period 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 unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be deemed necessary for a period of six (6) months.
 - ii. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be the cause of disciplinary action.
2. In the case of a leave of absence due to an exposure to a 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/her return to duty, to be examined at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return to duty will not jeopardize the health of other employees.

E. Compensation for Accumulated Sick Leave

Any Officer hired prior to January 1, 2023 with twenty-five (25) years with the Borough who is eligible for retirement according to the rules and regulations of the pension plan in effect at the time

of retirement, shall, upon retirement, be compensated up to a maximum of fifteen thousand dollars (\$15,000) for seventy-five percent (75%) of a maximum of two-hundred-seventy (270) accumulated sick days not taken (which is 202.5 days). Said payment will be based on the average of the last two (2) salary years or highest two (2) salary years, whichever is greater. Said payment, however, shall not exceed the cap of fifteen thousand dollars (\$15,000). Each Officer shall choose one of the following options:

OPTION 1 – Payment will be made in three (3) installments. Payment amounts and dates shall be mutually agreed upon by the Officer and the Personnel Commissioner.

OPTION 2 – Payment will be made in two (2) installments. Payment amounts and dates shall be mutually agreed upon by the Officer and the Personnel Commissioner.

OPTION 3 – With prior approval of the Personnel Commissioner, payment of one hundred percent (100%) of total money due will be made upon the date of retirement.

OPTION 4 – With prior approval, payment terms may be arranged between the Officer and the Personnel Commissioner.

ARTICLE XVI

BEREAVEMENT

In the event of the death in the immediate family to include grandparents and in-laws, the employee shall be entitled to up to four (4) days' pay, for the time lost on the four (4) consecutive days beginning on the day of death or funeral which the employee would otherwise have worked as a normal regularly scheduled work day. No payment shall be made for any of the said four (4) consecutive workdays that the employee is not scheduled to work, or for any time not worked for which the employee is otherwise paid. The Borough may request reasonable evidence to support an employee's claim for benefits under this article. If a death in the family occurs during an Officer's vacation time the four (4) day bereavement shall be elective and the officer will not suffer the loss of said vacation days.



ARTICLE XVII

HOSPITALIZATION AND ISURANCE

- A. The Borough shall continue to provide enrollment in a Group Major Medical Policy, or equivalent, which is the current policy for this contract. This policy includes a fifteen-thousand-dollar (\$15,000) death benefit. This coverage is for all full-time employees of the Police Department who have been on the payroll as full-time police officers for a minimum of three (3) months. Any new Officer will be enrolled at the beginning of the fourth (4th) month of employment or as soon as possible under the provisions of the plan, or plans. Payment of premiums for major medical coverage shall be paid by the Borough and the employee in accordance with State Law Chapter 78 P.L. 2011, and the contribution amounts shall survive the sunset of State Law Chapter 78, P.L. 2011. All health care benefits, medical, eye, dental and health care savings account benefits and costs shall be administered in accordance with the provisions of State Law Chapter 78, P.L. 2011, and the contribution amounts shall survive the sunset of State Law Chapter 78, P.L. 2011 and shall remain in full force and effect throughout the contract term.
- B. Any Officer hired after January 1, 2000 with twenty-five (25) years of service with the Borough of Ogdensburg and eligible for retirement according to the rules and regulations of the pension plan and State law in effect at the time is eligible to continue the medical benefits provided for the full-time regular Officers from the date of retirement until age 65, at no cost to the Officer. All retirees hired after December 31, 2011 must pay the minimum contribution for all health benefits as established by State law. The Borough will continue the medical benefits described above for retiree and any eligible family members who are covered under the plan at the time of retirement. No new family members may be added to the plan after retirement. If the retiree is or becomes enrolled or eligible to enroll in another plan providing medical coverage from another source, this benefit shall cease at that time, the retiree must inform the Borough within thirty (30) days of enrollment or eligibility to enroll in medical benefits from another provider.
- C. Any Officer hired on or after January 1, 2023 with twenty-five (25) years of service with the Borough of Ogdensburg and eligible for retirement according to the rules and regulations of the pension plan and State law in effect at the time is eligible to continue the medical benefits provided for the full-time regular Officers from the date of retirement until age 65. All retirees

hired after January 1, 2023 shall ten percent (10%) of the premium paid by the Borough or the minimum contribution for all health benefits as established by State law; whichever is greater. The Borough will continue the medical benefits described above for retirees and any eligible family members who are covered under the plan at the time of retirement. No new family members may be added to the plan after retirement. If the retiree is or becomes enrolled or eligible to enroll in another plan providing medical coverage from another source, this benefit shall cease at that time, the retiree must inform the Borough within thirty (30) days of enrollment or eligibility to enroll in medical benefits from another provider.

- D. Effective September 1, 2018, full-time employees of the Police Department shall be enrolled in the NJ SHBP Horizon 20/30 Plan and said employees shall contribute to the cost of such coverage in an amount determined in accordance with State Law Chapter 78, P.L. 2011, and the contributions shall survive the sunset of State Law Chapter 78, P.L. 2011. The summary plan description has been provided to the OUPBA.
- E. The Borough may, at its option, change any of the plans or carriers, so long as the same or substantially similar benefits are provided. Before any change to the current health plan, the OUPBA will be notified to assure the same or substantially similar benefits are provided.
- F. Upon employee termination, insurance coverage will be discontinued on the last day of the month of said termination, with the exception of the retirement section of this article. (Section A-1)
- G. During approved leaves of absence, the employer shall continue to provide the coverage as described in this article. Likewise, employees shall continue to contribute to the cost of such coverage as per paragraph C above.
- H. All rights, benefits, eligibility requirements, etc., shall be governed by the applicable policy of insurance.
- I. The Borough will allocate the maximum sum of one thousand five hundred dollars (\$1,500) per year, per officer, to be used by the officer and the spouse and dependent children, if any, of said officer, for eye examinations, eyeglasses, dental care, or combination thereof. These amounts, pursuant to State Law, will be construed as medical benefits to employees and said employees shall contribute to the cost of such benefits in an amount determined in accordance

with State Law Chapter 78, P.L. 2011, and the contribution amount shall survive the sunset of State Lay Chapter 78, P.L. 2011.

- a. This allocation is per year, per officer, and not cumulative from year to year.
 - b. If for any reason and officer is terminated during the year, any unused allocation shall be lost.
- J. The Borough will enroll each officer in the State of New Jersey Disability Plan. The cost of said plan will be shared equally by the Borough and each officer.

ARTICLE XVIII

LEGALITY

Any provision of this Agreement found to be in violation of any existing or future local, state, or national legislation, shall be subject to re-negotiation by the parties. Only those provisions in the dispute shall be affected; all other terms and conditions of this Agreement shall remain unaffected.



DURATION OF AGREEMENT

This Agreement shall remain in full force and shall remain effective up to and including December 31, 2026.

The parties shall comply with the rules for negotiation procedures as set forth under the Public Employment Relations Commission ("PERC").



ADDENDUM A

A twelve (12) hour schedule – three (3) days worked (consecutive) with three (3) days off (consecutive), Semi-Annual Calendar (6 months) showing days to be worked and days off. Calendar will be posted, any day not scheduled to work will be overtime, or any hours not scheduled will be overtime.

- A. Any Officer shall be paid time and one-half (1.5X) additional overtime pay for hours worked beyond his/her normally scheduled shift. There shall be no additional salary adjustments whatsoever if an Officer works more than his/her normally scheduled shift, beyond payment of overtime at the rate of one and one-half (1.5X) multiplied by the Officer's hourly rate.
- B. Any Officer shall be paid time and one-half (1.5X) additional overtime pay for any consecutive, unscheduled hours worked beyond his/her normally scheduled shift.
- C. Any Officer shall be paid time and one-half (1.5X) additional overtime pay for any SPECIAL DUTY required during his/her normal time off, except for court time.
- D. Any Officer shall be paid time and one-half (1.5X) overtime pay for the amount of hours worked for any court appearance which occurs during the Officer's normal time off.
- E. Any Officer who is normally scheduled to work a complete Shift (or more than three (3) (12-hour shift) consecutive days) shall be paid for any additional days worked.
- F. No Officer shall be paid overtime benefits more than once for the same hours worked.
- G. Any Officer who is required to work on any shift that begins 12 hours or less, after he/she has previously completed a full shift, is entitled to time and one-half (1.5X) for any hours worked.
- H. Any Officer who works the second shift (6:30 pm to 6:30 am) on December 24 (Christmas Eve) and/or December 31 (New Year's Eve) will be entitled to time and one-half (1.5X) overtime pay for the hours worked.

In witness thereof, the parties hereto have hereunto set their hand and seals this 25th day of September, 2023.

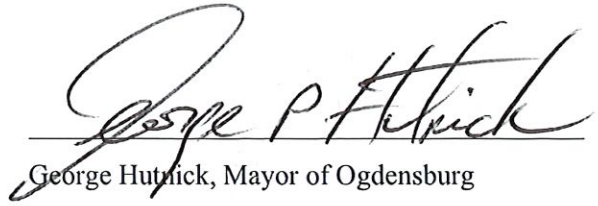
OGDENSBURG UNIT
PATROLMEN'S BENEVOLENT
ASSOCIATION – LOCAL #404

BOROUGH OF OGDENSBURG

I hereby consent to the entry of the within contract:



Ogdensburg Police Officer's PBA Local #404



George Hutnick, Mayor of Ogdensburg



Robin Hough, Borough Clerk

