

AGREEMENT BETWEEN
THE BOROUGH OF FLORHAM PARK
MORRIS COUNTY
AND
NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION
FLORHAM PARK LOCAL NO. 78
JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

PREAMBLE

This AGREEMENT dated _____ and effective the first day of January, 2019, by and between the New Jersey State Policemen's Benevolent Association, Florham Park Local No. 78, hereinafter called the Association and the Borough of Florham Park, Morris County, New Jersey, hereinafter called the Borough, is designed to maintain and promote a harmonious relationship between the Borough and the members of the Police Department, who are represented by the Association as defined herein concerning conditions of employment, in order that more efficient and progressive public service may be rendered by the Governing Body and to the citizens of Florham Park.

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ARTICLE I
RECOGNITION

Section 1

The Borough recognizes the Association as the exclusive and sole representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for all police officers of the Borough Police Department, excluding members above the rank of captain.

Section 2

For the purpose of this Agreement, the term "employee" or "employees" shall mean a member or members of the bargaining unit as set forth in Section 1 of this article.

ARTICLE II
ASSOCIATION RIGHTS

Section 1

The negotiating team for the Association will consist of five (5) members, and the Borough agrees that during any future negotiations up to a maximum of three (3) members of the negotiating team will be given time off, without loss of pay, if it is necessary for them to be absent from regularly scheduled duty to attend a negotiating session.

Section 2

In addition to other time off allowed by New Jersey law, the Association President and Delegate shall be granted ten (10) days off per year each, without loss of pay, to attend the P.B.A annual and mini conventions. With the approval of the Chief, both may be permitted to attend if it does not impair the operational ability of any shifts.

In addition to other time off allowed by New Jersey law, the Association Delegate shall be granted ten (10) days off per year, without loss of pay, to engage in official business of the New Jersey State Policemen's Benevolent Association.

ARTICLE III
NO DISCRIMINATION OR COERCION

Section 1

The provisions of this Agreement shall be applied equally with respect to all employees in the bargaining unit without discrimination because of race, color, creed, sex, or national origin.

Section 2

The Borough shall not interfere with, coerce, or discriminate against any employee because of membership in the Association or because of any employee engaging in the activities of the Association.

ARTICLE IV
MANAGEMENT AND RESPONSIBILITIES

All aspects of the management of the business of the Police Department and the management and direction of department personnel are the exclusive responsibilities of the Borough, except as expressly modified by the terms of this Agreement.

ARTICLE V
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1

The following grievance procedure is established in order to assist both the Borough and the Association in maintaining an amicable and harmonious relationship so as to promote efficient and progressive public service and in order to prevent strife or difficulties, which might disrupt the efficient management of, and regulation of, the Borough Police Department.

Section 2

The following procedure shall be adhered to for purposes of attempting to reach a mutually satisfactory settlement:

Step 1: Any employee having a grievance shall, within ten (10) business days after the occurrence of the grievance, submit it in writing to the Chief of Police, stating in detail the nature of the grievance and the remedy requested. Any grievance not filed within ten (10) business days of its occurrence shall be considered void.

Step 2: If the grievance is not resolved at Step 1 within five (5) business days after being forwarded in writing to the Chief of Police, it shall be submitted to the Borough Administrator or designee who shall respond to it within a period of time not to exceed ten (10) business days.

Step 3: If the grievance is not resolved at Step 2 within ten (10) business days after being forwarded in writing to the Borough Administrator, it shall be submitted to the Mayor and Council or to the Police Liaison, who shall respond to it within a period of time not to exceed thirty (30) business days. The aggrieved member may be represented by an officer or other member of the Association at any or all steps in the above procedure.

Step 4: Within ten (10) business days after the Mayor and Council, or the Police Liaison have submitted an answer in writing to the aggrieved employee, and if the employee is not satisfied with the answer, the Association may have the grievance submitted to arbitration. Additionally, the Borough may also have any grievance submitted to arbitration.

Section 3

If either party to this Agreement demands that an issue or grievance be arbitrated, the parties shall jointly request the American Arbitration Association to submit a list of seven (7) arbitrators from which to make a selection. Each party shall then alternately strike one (1) name from the list until but one (1) name remains. That party shall be the arbitrator of the issue involved. The award of the arbitrator shall be final and binding on all parties to this Agreement. However, that decision shall in no way later, add to, or delete from any provision of this Agreement. Further, the decision shall not be considered a precedent for future interpretations regarding any of the provisions of this Agreement.

Section 4

All fees and expenses of any arbitrator chosen or selected in accordance with this Article shall be shared equally by the parties to this Agreement.

ARTICLE VI
UNION DUES.

Section 1. Amount of Dues:

a. Notification. Prior to the beginning of each year, the P.B.A. will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members for the that membership year.

Section 2. Deduction and Transmission of Dues:

a. Notification: The Borough will provide the P.B.A. with a list of those employees who are members of the P.B.A. for the then current membership year and the dues being deducted. The Borough will deduct from the from the regular paycheck of a unit employee included in the bargaining unit, dues for the P.B.A., provided that the employee authorizes such deduction in writing in proper form to the Borough.

b. Payroll Deductions Authorization and Withdrawal: The Borough will deduct the dues in equal installments, as nearly as possible, from the paychecks paid to each employee as follows:

(1) For new hires, ten (10) days after receipt by the Borough of the authorization to deduct such dues; or

(2) For existing employees, all of whom currently have authorized dues, such dues shall continue to be deducted unless the employee executes a notice of withdrawal pursuant to subsection (3).

(3). The P.B.A. dues deductions from any unit employee in the bargaining unit shall be limited to the P.B.A., the duly certified majority representative. The authorization for dues deduction shall remain in full force and effect during the full term of the member's employment, unless properly withdrawn. In order to withdraw from a dues authorization a member must submit a written request to withdraw from the P.B.A. to the Board by May 1 of each year or within 10 days of the anniversary date of his/her employment. Once the Borough receives the request, it will notify the P.B.A. within five business days. The properly filed

withdrawal will become effective on the earlier of July 1 next succeeding the date on which the notice of withdrawal is filed or 30 days from the employee's anniversary date.

c. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the P.B.A., a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include the following contact information in an Excel file format or other format agreed to by the P.B.A.: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Borough, date of hire, and work email address and any personal email address on file with the Borough.

Every 120 calendar days beginning on January 1, 2019, the Borough shall provide the P.B.A., in an Excel file or similar format agreed to by the P.B.A., the following information for all unit employees: name, job title, Borough ID, union membership status, full-time or part-time status, classification (salary table and grade), salary, worksite location, home address, work, home and personal cellular telephone numbers on file with the Borough, date of hire, and work email address and personal email address on file with the Borough.

ARTICLE VII
SALARIES AND WAGES

Section 1

During the term of this Agreement, the salaries of present employees shall be in accordance with the schedules set forth in Exhibits I, II, III and IV. During the term of this Agreement, the salaries for each title and each step in the progressive guide for each title shall increase 2% effective on January 1, 2019, 2% effective on January 1, 2020, 2% on January 1, 2021.

Annual increases in salary are predicated upon satisfactory job performance. The Chief of Police will make periodic performance evaluations known to individual employees at the time the evaluations are made. If any employee's performance during the preceding year is judged to be substandard on the basis of specific and supportable evidence, the upward adjustment of his or her salary on January 1st of the following calendar year may be delayed for up to three (3) months.

Section 2

Maximum Annual Salaries: The Table of Maximum Annual Salaries by title effective January 1, 2019, January 1, 2020 and January 1, 2021 is contained in Exhibit I attached hereto.

Section 3

Progressive Increases: Those employees on the active payroll on the effective date of this Agreement who are not a maximum salary as provided for in Exhibit I shall receive increases in accordance with the progression table contained in Exhibit II attached hereto. Such step increases to go into effect on the employee's anniversary date in grade. Such employee shall receive the basic annual salary of the new step in effect for the calendar year for that portion of the year in which the increase occurs.

Section 4

Basic Annual Salaries: The basic annual salaries for each employee, subject to their continued employment in the positions indicated effective January 1, 2019, January 1, 2020 and January 1, 2021 are set forth in Exhibit III attached hereto.

Section 5

Promotional Increases: Any employee promoted from Patrolman to Sergeant, Sergeant to Lieutenant, Lieutenant to Captain, shall receive the basic annual salary of the new position in effect for the calendar year beginning on the dates shown below for that portion of the year in which the promotion occurs.

Promotion	January 1, 2019	January 1, 2020	January 1, 2021
Patrolman to Sergeant	\$134,981	\$ 138,041	\$ 141,228
Sergeant to Lieutenant	\$147,847	\$ 150,907	\$ 154,094
Lieutenant to Captain	\$162,001	\$ 165,061	\$ 168,248

Section 6

Detective Bureau: All employees assigned to the division of investigation in lieu of regularly scheduled and/or emergency standby pay, shall receive supplemental compensation in addition to their basic salary in accordance with the following schedule:

Patrolman and Sergeants: \$3,250.00

Lieutenants: \$3,500.00

These amounts will be paid on a prorated basis and shall be included in their regular paychecks.

Section 7

Wage Effective Dates: The effective date of all progression and promotional increases shall be determined as follows:

START DATE	EFFECTIVE DATE
1 st – 15 th day of month	1 st of month in which employee began work
16 th – 31 st day of month	1 st of month following month in which employee began work

Section 8

Payday: Salaries earned will be paid on the 15th day of the month and the last day of the month in equal installments. If the normal payday falls on a weekend, then payday will be on Friday. If the normal payday falls on a holiday, then payday will be the workday preceding the holiday.

Section 9

Officer in Charge Pay: Any patrol officer who is designated by the Chief or his designee to serve as the Officer-in-Charge of a shift in the absence of a Sergeant shall be paid for each of such shifts at the rate of pay established for a Sergeant under this contract.

ARTICLE IX
SICK AND INJURY LEAVE

Section 1

The following shall apply to this article:

a. Excused Absence: Absence by reason of illness, injury or hardship in immediate family which a department head has authorized for three (3) days or less or for which employee presents a physician's certificate that employee was unable to perform his or her duties for a period longer than three (3) days; on documentary evidence of family hardship. The Borough reserves the right to require an examination by its own doctor.

b. Injury Leave: Excused absence granted by reason of injury sustained on the job, which is not the result of the employee's misconduct. Self-inflicted injury is not excusable.

c. Loss of Time Benefit: Compensation payable after the first month of excused absence, or after accumulated sick leave is exhausted, whichever occurs first. It is credited to employees after the beginning of their second year of employment with the Borough.

d. Sick Leave: Excused absence granted by reason of illness or injury; it is also includes absence due to death or serious illness in employee's immediate family (parents, spouse or children) such that the employee's presence is required to alleviate hardship. Self-inflicted injury is not excusable.

e. Maternity Leave for Female Employees: Any permanent, full-time employee who becomes pregnant is entitled to continue her employment as long as she is able to perform the duties of her job satisfactorily. She may take maternity leave at a time deemed appropriate by her in conjunction with and confirmed in written certification from her attending physician. A Request for Maternity Leave shall be handled in the same way as any other request for sick leave. A request for a leave of absence without pay for time off for an employee who may desire the leave for purposes of child care

after the birth shall be handled in the same way as any other request for a leave of absence without pay.

Section 2

Calculation and Accumulation:

a. Each officer covered by this Agreement shall accumulate sick leave at the rate of one (1) day for each month of employment, or major part thereof. The total maximum accumulation of sick leave shall be two-hundred (200) days calculated from date of current continuous employment.

b. The annual allowable sick time will be accrued at a rate of twelve (12) hours for each month worked during the calendar year, not to exceed one hundred eight (108) hours per employee per calendar year. Any employee who uses up all of his/her accumulated sick leave shall have sick time charged against available vacation days, holidays, personal and comp time, in that order before being docked pay.

c. Injury Leave: An employee injured in the line of duty, officially assigned by the Chief of Police, or, if off duty, while carrying out his legal obligations as an officer of the law, who is, as a result, temporarily disabled, and unable to perform his or her job, shall be entitled to maximum benefits under the Borough's policy granting injury leave, regardless of his or her length of service with the Police Department. The employee shall be entitled to full pay while temporarily disabled until he is able to return to work as determined by the Borough's Worker's Compensation Physician. Any Worker's Compensation payment will be offset against the amount due hereunder.

d. Each employee covered by this Agreement shall earn loss of time benefits at the rate of two (2) months for every year of employment after the first year, which benefits shall be in addition to sick leave accumulation. Such loss of time benefit may be accumulated to a maximum of one (1) year.

e. Effective with the 2002 contract paragraph "d." above will be superceded by this paragraph. Each employee covered by this Agreement shall earn loss of time benefits at the rate of one (1) month for every year of employment after the first year, which benefits shall be in addition to sick leave accumulation. Such loss of time benefit may be accumulated to a maximum of one (1) year. Officers who have accumulated loss of time benefits under the prior contract, as described in "d." above will not have those accumulated benefits reduced.

Section 3

Payments:

a. To the extent that sick leave and loss of time benefits have accumulated, they will be paid to employees for excused absences due to illness or injury, provided that where Worker's Compensation payments are received, the leave and loss of time benefit will be adjusted so that total compensation from both sources is equal to sick leave or loss of time entitlement. Worker's Compensation payments from both sources will equal injury leave entitlement.

b. An employee whose absence is not excused will forfeit an equal amount of vacation time, or if he/she has no accumulated vacation time, he/she will not be paid for such absence.

c. Sick and off-duty injury leave are compensable at full pay for the total number of accumulated days. Loss of time benefit is two-thirds of the employee's pay, or two hundred fifty dollars (\$250.00) per week, whichever is lesser for the total number of accumulated days.

d. Payments will be made for injury, sick leave and loss of time benefit in that order. Payment for injury leave will not reduce an employee's sick leave entitlement.

e. (1) In the event that an employee with at least five (5) years of service retires, or is permanently laid off, he/she shall be entitled to receive at his/her regular straight-time rate of pay, one-half of his/her accumulated sick leave up to a maximum of sixty (60) days. In the case of retirement, at least ninety (90) days advanced notice must be given to the Borough as to the employee's election to receive his sick time entitlement in the form of a single cash payment, subject to all required deductions, or in a corresponding number of off-duty days.

(2) Except as provided in paragraph "1" of this subsection, unused sick leave, injury leave and loss-of-time benefits are not compensable when an employee is separated for cause.

f. The Borough reserves the right at any time to reexamine any employee to whom payments for excused absence are being made. If the Borough physician, or the Borough insurance company's physician certifies that any such employee is capable of performing the duties of his or her position, such employee's excused absence will be terminated as of the date the employee became capable of performing his/her duties.

g. Each employee covered by this Agreement shall earn a lump sum payment of five hundred dollars (\$500.00) for perfect attendance during the calendar year. A list of officers entitled to payment is to be certified by the Chief of Police to the Chief Financial Officer by January 15th of the subsequent year. Payment will be made in the second payroll of January.

h. In the event any employee covered under this agreement dies while in the employ of the Borough, he/she will have the value of his/her accumulated sick time paid to his/her surviving spouse, or to his/her estate if there is no spouse.

ARTICLE X
VACATIONS

Section 1.

Vacations with pay are authorized for each calendar year to all regular (i.e., not probationary) full-time employees, subject to the following conditions of service:

- a. One (1) through four (4) years continuous service: ten (10) workdays.
- b. Five (5) through ten (10) years continuous service: fifteen (15) workdays.
- c. Eleven (11) through twenty (20) years continuous service: twenty (20) workdays.
- d. Twenty-one (21) and more years' continuous service: twenty-five (25) workdays.

e. For determination of the years of continuous service as used in subsection 1 (a.) through (d.), anniversary dates of initial continuous employment up through June 30 may be counted as beginning on January 1.

f. Less than one (1) year continuous service:

1. New employees hired on or after April 1 of the current year will accrue one (1) workday a month and will not exceed five (5) workdays.

2. New employees hired between October 1 of the prior year and March 31 of the current year: one (1) week, provided that an employee may not begin a vacation until he/she has completed six (6) months continuous employment with exception only when approved by the Chief of Police.

3. New employees hired prior to October 1 of the prior year: two (2) weeks, provided that any employee may not begin the second week of his/her vacation prior to completing a full year of continuous employment with the exception only when approved by the Chief of Police.

Section 2

Vacations must be taken during the calendar year and cannot be accumulated except when an employee, for reasons beyond his/her control, cannot take a vacation scheduled at the year-end (e.g. illness, jury duty, etc.). In such a case, the vacation may be rescheduled in the following calendar year, but not consecutive with his/her regular vacation for that year unless it is in the best interest of the Borough to do so.

Section 3

An employee who retires or resigns in good standing will be compensated for any unused, earned vacation. The Borough will not compensate employees for unearned vacation time.

Section 4

Vacation time is computed on years of continuous service. Exception may be made where a break in such service is job or health related.

Section 5

A person must have three (3) years continuous service of employment before any vacation credit is to be given after a break in the employment service.

Section 6

Upon notice of intent to retire, a police officer may choose to carry two (2) weeks vacation time into the year of his/her anticipated retirement from the previous year. If the police officer chooses to do so, the officer's total vacation entitlement in the year of retirement must be used at one (1) time immediately prior to the date of retirement. If the police officer changes his/her mind in the year of his/her retirement and decides not to retire, he/she will not be entitled to use, or be paid for the two (2) weeks carried over from the previous year.

Section 7

In the event any employee covered under this agreement dies while in the employ of the Borough, he/she will have the value of his/her accumulated vacation time paid to his/her surviving spouse or to his/her estate if there is no spouse.

ARTICLE XI
TIME DUE DAY

Section 1

Each employee will receive off for six (6) Time Due Days by the Borough accrued at the rate of twelve (12) hours for each Time Due Day, or a total of seventy-two (72) hours.

The Time Due Days are subject to the Chief of Police oversight/use. Time Due Days are not to cause shift shortages and or overtime. Also Time Due Days may not be carried over into another calendar year. Time Due days shall not be cashed out.

ARTICLE XII

RETENTION OF BENEFITS

All practices and benefits presently in effect in the Borough relating to the plans listed below shall continue without change:

- a. Police and Firemen's Retirement System (PFRS);
- b. Forty (40) Hour Work Week;
- c. Uniform and Equipment Issue;
- d. Any additional benefits granted to all Borough employees shall be granted to employees of the Police Department.

ARTICLE XIII
HEALTH CARE INSURANCE PROGRAM

Section 1.

All unit employees shall be required to contribute 1.5% of their base pay toward the premium costs for health benefits including, but not limited to, hospitalization, major medical, dental and prescription coverage provided to the employee and his or her eligible dependents. For the term that P.L. 2011, C.78, or any other law, specifically requires that employees pay a premium share contribution in excess of 1.5% of salary such premium contribution shall be paid by employees. Upon the end of any specific legislative requirement to pay more than 1.5% of salary, the employees shall continue to pay the same rate or the contract will be subject to renegotiation. All premium cost contributions shall be pre-tax.

Section 2

In accordance with N.J.A.C. 52:14-17.38, the Borough agrees to pay the premium or periodic charges for medical expense coverage provided to all eligible retired employees as described in Section 1 above, up to age sixty-five (65), and their dependents covered under the medical program, but not including survivors, if such employees retired from a state or locally administered retirement system on a benefit based on twenty-five (25) years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare program covering the retired employees and their spouses.

Section 3

Medical and Dental expense coverage may be extended to the employee and/or the employee's family in the event of death or permanent disability sustained while carrying out authorized duty assignments or, if off duty, while carrying out legal obligations as an officer of the law as follows:

a. Death: If an employee is killed while carrying out authorized duty assignments or, if off duty, while carrying out legal obligations as an officer of the law and which loss of life shall entitle full survivor's benefits under the New Jersey Police and Firemen's Retirement System, medical and dental benefits shall be extended at Borough expense to members of the officer's immediate family receiving such benefits prior to the officer's death until such coverage becomes available through remarriage, from another source or terminates under the contractual terms and conditions of the policy, e.g., a child reaching the maximum age of coverage under the contract.

b. Disability: If an employee is permanently disabled while carrying out authorized duty assignments, or if off duty, while carrying out legal obligations as an officer of the law and which disability is certified by PFRS, medical and dental benefits shall be extended at Borough expense to the officer and to the officer's immediate family receiving such benefits prior to the officer's disability until such coverage becomes available through another employer, or terminates under the contractual terms and conditions of the policy, e.g., a child reaching the maximum age of coverage under the contract.

Section 4.

If the Borough changes insurance carrier(s) for its health and/or dental insurance, coverage under the new plan will be equal to, or better than the existing coverage, unless more restrictive terms have been negotiated between the Borough and the Association. Effective January 1, 2011, the parties have negotiated the following changes to coverage:

Effective January 1, 2011, copays and deductibles under the Borough's plan shall be changed as set forth on Exhibit V.

Section 5

Effective January 1, 2011, no employees may be covered under the traditional coverage plan, including new hires, employees currently on the payroll, or future retirees.

ARTICLE XIV
DEATH IN FAMILY

When a death occurs in an employee's family, he/she shall be permitted to take bereavement time off without loss of pay as follows:

a. When the decedent is a spouse, child, parent, brother, sister or relative residing in the employee's home, an employee shall be permitted to take bereavement time off with pay to a maximum of three (3) days.

b. When the decedent is a legal or blood relative of the employee, he/she shall be permitted to take bereavement time off with pay up to a maximum of one (1) day.

ARTICLE XV
OVERTIME

Section 1

All employees covered under this Agreement shall be paid at a rate equal to one and one-half (1 ½) times the hourly rate for all time worked in excess of a normal tour of duty.

All such employees may be offered compensatory time off but may not be forced to accept compensatory time off in lieu of payment for overtime hours worked.

All other employees may be granted compensatory time off for overtime hours worked at the discretion of the Chief of Police.

In the event that an employee is called in during off-duty time, he/she shall receive overtime at a rate equal to one and one-half (1 ½) times his/her hourly rate for a minimum of two (2) hours.

In the event that an employee, except those in the Detective Bureau, is placed on emergency stand-by, he/she will be paid one (1) hour of pay at time and one-half for each twelve (12) hour period that the employee is on stand-by on a pro-rata basis.

All extra work performed for the Borough of Florham Park by employees in excess of their regularly scheduled tour of duty shall be considered overtime and shall be compensated in accordance with the terms of this Agreement as provided for under Article VII and this Article XV, including employees assigned to the Division of Investigation while fulfilling uniformed duty assignments.

Section 2

Compensatory Time Bank: This time shall not exceed 480 hours. Compensatory Time accrual and use will be monitored with the mutual goal of ensuring that Officers do not exceed the limit.

Effective January 1, 2014, Employees who have accrued more than 480 hours of compensatory time will keep their bank of time but cannot continue to accrue any more hours until the comp time bank is less than 480 hours and such accrual would not result in the balance exceeding 480 hours.

ARTICLE XVI
TUITION AID

The Borough shall grant tuition aid payments equal to amounts paid by the employee up to a maximum of three hundred dollars (\$300.00) per credit for courses of study at the undergraduate (Bachelors) and graduate level (Masters) for courses of study providing degree credit in the field of study, subject to approval of the Police Chief and the Borough Administrator, relating to their duties in the Florham Park Police Department including courses which must be completed as a requirement to receive that degree in accordance with the following:

a. Tuition aid shall be limited to eighteen (18) credit hours or five thousand four hundred dollars (\$5,400.00) per calendar year.

b. Payment will be made by the Borough after having received satisfactory proof of such academic fees having been expended (e.g., a copy of the receipted tuition bill).

c. Tuition and payments shall be granted based on the following: 100 percent for grade of A, 90 percent for a grade of B, 80 percent for a grade of C and nothing for a grade below the grade of C. If the class is rated on a pass/fail basis, tuition shall be reimbursed for a grade of pass.

d. Where other sources of tuition aid are available, the Borough shall reimburse the employee for the difference, if any, between the primary reimbursement and the total tuition costs subject to the limitations outlined in "a."

e. In the event an employee leaves the employ of the Borough anytime within five (5) years after having received a degree in Police Science under the Borough's tuition aid plan, all such monies shall be refunded by the employee.

f. Every officer wishing to attend a college level course must notify the Police Chief the previous year of their intent to do so for budgeting purposes.

ARTICLE XVII
EXTRA DUTY WORK

Police officers may engage in extra duty work beyond their regularly scheduled working hours. Extra duty work is defined as part-time police work performed other than during a regularly scheduled tour of duty by employees for person or persons other than the Borough of Florham Park, the County of Morris or other County or New Jersey Governmental Agency.

This extra duty work may be performed for business or persons other than the Borough of Florham Park, the County of Morris or other County or New Jersey State Governmental Agencies.

The Borough, however, while not guaranteeing the payment of monies due for the extra work performed, does agree to bill the employer on behalf of employees at the appropriate hourly rate. All such monies received, net of a fee to cover administrative costs to the Borough, shall then be remitted to the proper officer. All extra work performed for the Borough of Florham Park by employees in excess of their regularly scheduled tour of duty shall be compensated in accordance with the rates established under the terms of the Borough's current Ordinance regarding Extra Duty Work. The rates established under the Borough's Ordinance shall be negotiated with the Association.

ARTICLE XVIII
DISCIPLINE

The Borough shall not discipline, suspend or discharge any employee without just cause.

In carrying out any disciplinary action, the Borough shall not violate any statutes or administrative rules of the State of New Jersey in effect at the time.

An employee who is disciplined or discharged shall be entitled to a statement in writing outlining the reasons for such actions.

ARTICLE XIX
PROHIBITION AGAINST STRIKES

During the term of this Agreement, the Association agrees that there shall be no strike of any kind, slow-down, stay-in, sick-in, or any other type of interference or restriction imposed upon the Borough's business or upon the efficient and dedicated performance of duty as a member of the Borough Police Department. In case of unauthorized activity of the type described herein, the Borough may impose such disciplinary action or punitive action as may be necessary, and may take action to suspend or discharge any employee who violates this section or who may be directly or indirectly involved in such a violation.

ARTICLE XX
PERSONAL DAYS

Each employee covered by this Agreement shall receive thirty-six (36) hours of personal leave per year without loss of pay, which leave must be used in the current calendar year, and may not be carried over from year to year. Approval of personal leave is at the sole discretion of the Chief of Police, who shall withhold approval for any leave requested that would result in the creation of overtime pay in order to provide replacement coverage for the leave.

ARTICLE XXI
WORK PLAN

The Association and the Borough have mutually agreed to remove the terms and conditions of the 4/4-12 Work Plan from this Agreement, subject to the condition that any change in the existing work plan, whether initiated by the Borough or the Association shall be negotiated in good faith prior to its implementation.

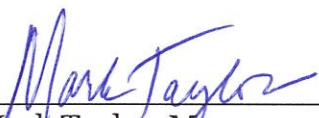
Implementation of the 4/4-12 work plan, or its successor, is the sole responsibility of the Chief of Police who shall determine the appropriate manning levels for each duty shift and the exact number of officers assigned to each squad.

ARTICLE XXII
TERM OF AGREEMENT


Section 1

This agreement shall become effective as of January 1, 2019, and shall remain in full force and effect until December 31, 2021, or until a new Agreement is executed.

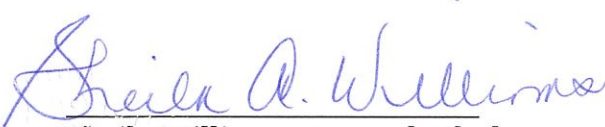
IN WITNESS WHEREOF, the Borough has caused this instrument to be signed by its Mayor, attested by its Clerk, and its official seal to be hereto affixed and the Association has caused these presents to be signed by its duly appointed representatives the day and year first above written.




Mark Taylor, Mayor



Michael Neilan President



Sheila Williams, Borough Clerk



Charles Greenstein Delegate

EXHIBIT I

MAXIMUM ANNUAL SALARIES
FOR EMPLOYEES HIRED BEFORE 1/1/2020

RANK	2019	2020	2021
CAPTAIN	\$162,001.00	\$165,061.00	\$168,248.00
LIEUTENANT			
Patrol	\$147,847.00	\$150,907.00	\$154,094.00
Detective #	\$151,347.00	\$154,407.00	\$157,594.00
SERGEANT			
Patrol	\$134,981.00	\$138,041.00	\$141,228.00
Detective ##	\$138,231.00	\$141,291.00	\$144,478.00
PATROLMAN	\$123,285.00	\$126,345.00	\$129,532.00
PATROL DETECTIVE ##	\$126,535.00	\$129,595.00	\$132,782.00
ACADEMY	\$26,091.00	\$26,613.00	\$27,145.00

includes \$3,500.00 Detective stipend
includes \$3,250.00 Detective stipend

EXHIBIT I

**MAXIMUM ANNUAL SALARIES
FOR EMPLOYEES HIRED AFTER 1/1/2020**

RANK	2019	2020	2021
CAPTAIN	\$162,001.00	\$165,061.00	\$168,248.00
LIEUTENANT			
Patrol	\$147,847.00	\$150,907.00	\$154,094.00
Patrol Step One	\$141,414.00	\$144,474.00	\$147,661.00
Detective #	\$151,347.00	\$154,407.00	\$157,594.00
Detective Step One	\$144,914.00	\$147,974.00	\$151,161.00
SERGEANT			
Patrol	\$134,981.00	\$138,041.00	\$141,228.00
Patrol Step One	\$129,133.00	\$132,193.00	\$135,380.00
Detective##	\$138,231.00	\$141,291.00	\$144,478.00
Detective Step One	\$132,383.00	\$135,443.00	\$138,630.00
PATROLMAN	\$123,285.00	\$126,345.00	\$129,532.00
PATROL DETECTIVE ##	\$126,535.00	\$129,595.00	\$132,782.00
ACADEMY	\$26,091.00	\$26,613.00	\$27,145.00

*# includes \$3,500.00 Detective stipend
includes \$3,250.00 Detective stipend*

EXHIBIT II

**PROGRESSION OF INCREASES FOR EMPLOYEES
FOR EMPLOYEES HIRED BEFORE 1/1/2020**

	JANUARY 1 2019	JANUARY 1 2020	JANUARY 1 2021
Minimum Basic Annual Hiring Rate	\$53,557.00	\$53,557.00	\$53,557.00
STEP 1	\$57,051.00	\$57,051.00	\$57,051.00
STEP 2	\$61,325.00	\$61,325.00	\$61,325.00
STEP 3	\$67,441.00	\$67,441.00	\$67,441.00
STEP 4	\$74,729.00	\$74,729.00	\$74,729.00
STEP 5	\$83,556.00	\$83,556.00	\$83,556.00
STEP 6	\$94,265.00	\$94,265.00	\$94,265.00
STEP 7	\$109,788.00	\$109,788.00	\$109,788.00
STEP 8	\$123,285.00	\$126,345.00	\$129,532.00

EXHIBIT III

**PROGRESSION OF INCREASES FOR EMPLOYEES
FOR EMPLOYEES HIRED AFTER 1/1/2020**

	JANUARY 1 2019	JANUARY 1 2020	JANUARY 1 2021
Minimum Basic Annual Hiring Rate	\$53,557.00	\$53,557.00	\$53,557.00
STEP 1	\$57,051.00	\$57,051.00	\$57,051.00
STEP 2	\$61,325.00	\$61,325.00	\$61,325.00
STEP 3	\$67,441.00	\$67,441.00	\$67,441.00
STEP 4	\$74,729.00	\$74,729.00	\$74,729.00
STEP 5	\$83,556.00	\$83,556.00	\$83,556.00
STEP 6	\$88,910.00	\$88,910.00	\$88,910.00
STEP 7	\$94,265.00	\$94,265.00	\$94,265.00
STEP 8	\$102,026.00	\$102,026.00	\$102,026.00
STEP 9	\$109,788.00	\$109,788.00	\$109,788.00
STEP 10	\$113,966.00	\$113,966.00	\$113,966.00
STEP 11	\$123,285.00	\$126,345.00	\$129,532.00

EXHIBIT IV

GROSS ANNUAL SALARIES

	2019	2020	2021
VOITCU	\$162,001.00	\$165,061.00	\$168,248.00
GATZKE	\$147,847.00	\$150,907.00	\$154,094.00
SVENNINGSSEN	\$147,847.00	\$150,907.00	\$154,094.00
BARTELL	\$147,847.00	\$150,907.00	\$154,094.00
D'ALESSIO#	\$151,347.00	\$154,407.00	\$157,594.00
JOHNSTONE	\$11,248.00	\$0.00	\$0.00
D'AMBOLA	\$134,981.00	\$138,041.00	\$141,228.00
AHLERT	\$134,981.00	\$138,041.00	\$141,228.00
THOMAS	\$134,981.00	\$138,041.00	\$141,228.00
FORD ##	\$138,231.00	\$141,291.00	\$144,478.00
SAMPSON	\$134,981.00	\$138,041.00	\$141,228.00
NEILAN	\$134,981.00	\$138,041.00	\$141,228.00
RUBELOWSKY	\$71,917.00	\$0.00	\$0.00
ROTHROCK##	\$126,535.00	\$129,595.00	\$132,782.00
CIASULLO	\$123,285.00	\$126,345.00	\$129,532.00
MENSING	\$123,285.00	\$126,345.00	\$129,532.00
GREENSTEIN	\$123,285.00	\$126,345.00	\$129,532.00
PHILLIPS	\$123,285.00	\$126,345.00	\$129,532.00
BUNDSCHUH	\$123,285.00	\$126,345.00	\$129,532.00
REGA	\$123,285.00	\$126,345.00	\$129,532.00
RACHEL	\$123,285.00	\$126,345.00	\$129,532.00
PIETROPINTO##	\$126,535.00	\$129,595.00	\$132,782.00
ORGEL	\$123,285.00	\$126,345.00	\$129,532.00
LANGEREIS		\$126,345.00	\$129,532.00
BRAICO		\$126,345.00	\$129,532.00
STEP PROGRESSION			
LANGEREIS Step 7-8	\$109,788.00		
BRAICO Step 7-8	\$109,788.00		
NEGRI Step 4-5	\$74,729.00	\$83,556.00	\$94,265.00
WRONSKI Step 4-5	\$74,729.00	\$83,556.00	\$94,265.00
BELLI Step 3-4	\$67,441.00	\$74,729.00	\$83,556.00
DECOURSEY Step 2-3	\$61,325.00	\$67,441.00	\$74,729.00
ZVOLENSKY Step 2-3	\$61,325.00	\$67,441.00	\$74,729.00
HINCHCLIFFE Step 1-2	\$57,051.00	\$61,325.00	\$67,441.00
NIEMYSKI Basic-Step 2	\$53,557.00	\$57,051.00	\$61,325.00
DIETZ Basic-Step 2	\$53,557.00	\$57,051.00	\$61,325.00

#includes \$3,500.00 Detective stipend

##includes \$3,250.00 Detective stipend

EXHIBIT V

MEDICAL AND PRESCRIPTION COVERAGE EFFECTIVE JANUARY 1, 2019

Plan Design	Horizon Direct Access 10	Horizon Direct Access 15
Provider Copay	\$10 Primary Care Provider \$10 Specialist	\$15 Primary Care Provider \$15 Specialist
Deductible	None - Individual None - Family	None - Individual None - Family
Emergency Room Copay	\$25	\$50
Pharmacy (Maxor)	\$5 Generic \$10 Brand \$20 Non-Preferred Brand	\$5 Generic \$10 Preferred Brand \$20 Non-Preferred Brand

Plan Design	Horizon Direct Access 15/25	Horizon My Way HRA
Provider Copay	\$15 Primary Care Provider \$25 Specialist	100% covered for both Primary Care Provider and Specialist after deductible is met
Deductible	None - Individual None - Family	\$2,500 - Individual \$5,000 - Family
Emergency Room Copay	\$75	100% covered after deductible is met
Pharmacy (Maxor)	\$5 Generic \$10 Brand \$20 Non-Preferred Brand	\$5 Generic \$10 Preferred Brand \$20 Non-Preferred Brand

APPENDIX

TERMINATION PAY POLICY

Calculation for payment of earned but unused benefit days at retirement or termination, other than for cause, are based on the determination of an employee's daily rate of pay using 5-day weeks and 261 workdays per year (except Leap Year).

Example Assumptions:

Annual Salary	\$60,000
Unused Vacation Days	25
Payable Sick Days	100
Longevity Category	\$ 1,725
Work Days since January 1 st	129

Final Payments:

1. Sick Pay:

$$(\$60,000 \div 261) \times (100 \div 2) = \$11,494.25$$

2. Vacation Pay:

$$(\$60,000 \div 261) \times 25 = \$5,747.13$$

3. Final Salary:

$$(\$60,000 \div 261) \times 129 = \$29,655.17 \text{ less payments made to termination date.}$$

4. Longevity:

$$(\$1,725 \div 261) \times 129 = \$852.59 \text{ less payments made to termination date.}$$