

MEMORANDUM OF AGREEMENT

Agreement made this 29th day of May 2020, by and between **Policemen's Benevolent Association Local 87** (hereinafter "**PBA Local 87**") and the **Township of Scotch Plains** (hereinafter "**the Township**").

WHEREAS, the Township and PBA Local 87 are parties to a Collective Negotiations Agreement (CNA) covering the period January 1, 2015 through December 31, 2019; and

WHEREAS, the Township and PBA Local 87 have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the Township and PBA Local 87 have reached agreement on new terms and conditions subject to ratification by the membership of PBA Local 87 and approval by the Mayor and Council of the Township; and

WHEREAS, the negotiating committees for the Township and PBA Local 87 unanimously agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertaking herein set forth, the parties agree as follows:

1. Except as herein modified, the terms and conditions set forth in the January 1, 2015 through December 31, 2019 CNA between the Township and PBA Local 87 shall remain in full force and effect.

2. All dates shall be adjusted to reflect the term January 1, 2020 through December 31, 2024.

3. **ARTICLE VI. GRIEVANCE PROCEDURE**

Section 3: Shall be amended as follows:

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Any grievance not presented under the grievance procedure described herein within ~~seven~~ ten (10) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless reasons satisfactory to the Township are given in explanation of the failure to present the grievance within such time.

4. **ARTICLE VII, DUES DEDUCTION AND AGENCY SHOP**

New Section (M) shall be added:

The authorization for dues deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request to withdraw from the Association to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer's payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

The requirements regarding the Representation Fee shall be applied consistent with the U.S. Supreme Court's June 37, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act.

5. **ARTICLE VIII, ASSOCIATION PRIVILEGES**

a. Section 1 the following shall be added: "Local Association Officials shall be permitted to conduct Association business during working hours with no loss of pay."

b. Section 3 the following shall be added: "The Association may use department office supplies for PBA business. Except as set forth herein, the Association may use other department resources at the Chief's discretion."

c. New Section 5 shall be added (removed from Article XVI(2)(4), amended and placed here): "A minimum of 10% of the officers in the Department, but no less than five (5) officers shall be permitted time off with pay to attend the New Jersey State PBA Convention, the New Jersey State PBA Mini-Convention and the New Jersey State PBA Collective Bargaining Seminar. One of the five (5) officers may be a superior officer if designated by the PBA."

d. New Section 6 shall be added: "The Association President and the Association Delegate, or their designee shall receive time off with pay to attend State, County or Local PBA meetings and classes."

6. **ARTICLE X, HOURS OF WORK AND OVERTIME**

a. Section 1(C)(f) the first sentence shall be amended to state: "After serving ~~three~~ one (1) years in this position this member may join in the shift bid process at the end of that year."

b. Section 2(G)(3) shall be replaced with: "Compensatory time may be cashed out upon request. Employees shall be compensated in the next practical pay period following the request."

c. Section 2(G)(4) shall be deleted and Section 2(G)(5) shall be renumbered.

d. Section 2(G)(5) renumbered as Section 2(G)(4) and shall be replaced with the following:

Effective January 1, 2020, employees shall be permitted to accumulate ninety (90) hours of compensatory time. Forty-five (45) accumulated hours may be carried over from year to year. Employees must cash out all hours in excess of forty-five (45) by December 15 of each year.

e. New Section 2(G)(6) shall be added:

Employees must request compensatory time within fourteen (14) days of the first date upon which they seek to use the time. Compensatory time shall be granted on a first come, first served basis without regard to seniority subject to the approval of the employee's supervisor, which shall not be unreasonably denied. There is no limit to the amount of compensatory time that can be taken consecutively.

f. New Section 2(G)(7) shall be added:

Officers shall be allowed to maintain and use their current allotment of "time owed" until it is depleted. All "time owed" must be used by December 31, 2020. Upon the execution of this Agreement, all overtime must be taken in cash or compensatory time, at the officer's discretion, and no officer shall receive "time owed" for any reason.

g. New Section 3, Off - Duty Compensation:

Officers that are off-duty and required to communicate for work-related purposes, whether by email, text message, phone call or otherwise, shall receive a minimum of one (1) overtime hour for the communication. If the original communication as well as any subsequent communication, whether related to the original communication or not related, takes longer than one (1) hour, the officer shall receive a second (or third, etc.) full hour of overtime compensation. If, as a result of the communication, the officer must complete any task, the two (2) hour minimum set forth in Article X, Section 2 shall apply.

7. ARTICLE XI, SHIFT CHANGE

Add the following:

In the event that an officer is assigned to a different platoon and is required to work in excess of four (4) consecutive days, the officer shall receive the following time off without loss of pay and without use of accrued time:

If the officer works six (6) days in a row – one (1) of the days off
If the officer works seven (7) or eight (8) days in a row – two (2) of the days off

Days off pursuant to this Section shall be agreed upon by the affected employee and shall accommodate the schedule to minimize the need for overtime. Officers may choose to work through the change in platoon and shall receive time and one half (1.5x) their regular rate for all hours worked.

8. **ARTICLE XIII, SALARIES**

a. Salaries shall be increased as follows:

Effective and retroactive to January 1, 2020 – 2.5% across the board;

Effective January 1, 2021 – 2.5% across the board;

Effective January 1, 2022 – 2.5% across the board;

Effective January 1, 2023 – 2.5% across the board;

Effective January 1, 2024 – 2.5% across the board.

b. All officers not at the top step in the salary guide shall receive their salary increment on their anniversary date each year.

c. New Section shall be added: All employees certified as drug recognition experts (DRE) shall receive an additional \$500 per year added to base pay. DRE certifications must be on file and up to date.

d. New Section Officers actively serving as a FTOs shall receive stipend of \$1,000. All officers serving as a FTO shall receive this stipend regardless of whether they have obtained a certification.

9. **ARTICLE XV, VACATIONS AND HOLIDAYS**

a. Section 1: Add: Upon completion of the academy, employees shall have their first year of vacation (15) days, prorated up to the end of the first year of employment.

b. Section 1(D) shall be removed.

c. Section 1(G)(3) shall be removed.

- d. Section 3(A) shall be amended as follows:

Each employee shall be entitled to ~~three (3)~~ four (4) full working days off per year with pay. The Employee shall have the right to select days subject to the approval of the Chief of Police or his designated representative who shall not require the furnishing of any reason by the Employee for the taking of a personal day and who shall not withhold approval of the request where the request is made with forty-eight (48) hours' notice. Personal days will be prorated for the first year of employment.

- e. New Section shall be added:

Vacation Book Picks:

Officers will bid for use of vacation time based in time in rank and then seniority order. Each officer will have four rounds or picks that can be used to schedule vacation time ("make a book pick"). Each round will have a deadline of three (3) days. If an officer does not make his or her book pick within the three (3) day period, the next officer most senior officer will have the opportunity to make his or her pick.

An officer may choose blocks of one to four consecutive days. An officer may extend the block to eight (8) days during, but the additional days must be consecutive with the officer's current schedule and their four-day pick. If an officer selects more than four (4) days during one of their picks pursuant to this section, the additional days will count as the officers second (third or fourth) pick and the officer will not be permitted to pick again until the third round.

10. ARTICLE XVI, SICK LEAVE AND LEAVE OF ABSENCE

Section 4: Move this Section to Article VIII, Association Privileges and amend as set forth in Paragraph 5(c) above.

11. ARTICLE XVIII, MEDICAL AND HEALTH INSURANCE

- a. Section 1: Add the following paragraph at the end of this Section:

Effective August 1, 2020, current employees will be enrolled in Direct 15. Health benefit ~~premium contributions for officers enrolled in Direct 15 will be 25% of the Direct 15 health insurance premiums and will be deducted in the manner used as of January 1, 2015. For the period January 1, 2020 through July 31, 2020, current employees will continue to contribute 20% of the Direct 10 health insurance premium plus the difference between 25% of the premium for Direct 15 and 20% of the Direct 10 premium. Payments for the difference in health benefit contributions from January 1, 2020 until the retroactive wage payments are made shall be deducted from retroactive wage payments. Any unit member whose increased health benefit contribution exceeds their retroactive wage payment shall have the option to pay the additional amount in a lump sum or may pay in equal installments per paycheck with deductions to be completed by December 31, 2020. Employees shall have the option of selecting the Direct 10 plan but will be required to pay~~

the contribution of 25% of the Direct 15 plan plus the difference in cost between the Direct 15 plan and the Direct 10 plan. Employees will not be required to pay more than the cost of the plan.

Employees hired after August 1, 2020 will be enrolled in the OMNIA health benefits plan. These employees shall have the option of selecting the Direct 15 or Direct 10 plan but will be required to pay the difference between the OMNIA health benefits plan and Direct 15. Current employees shall also have the option to enroll in the OMNIA health benefits plan. Health insurance premium contributions for employees enrolled in the OMNIA health benefits plan shall be 20% of their health insurance premiums. Employees hired on or before July 31, 2020 that select the OMNIA plan may return to the Direct 15 plan at the next available reenrollment period and shall contribute 25% of the Direct 15 health insurance premiums.

b. The parties agree that they have negotiated concerning retiree health benefits and that retirees shall receive health benefits in retirement paid by the Township at no cost to the retiree.

c. New Section 5 shall be added: "Florance J. O'Sullivan Memorial Provision - In the event that an Officer dies while on duty or as a result of an on-duty incident, his or her spouse and dependents shall continue to receive medical insurance as set forth herein and shall not cease until they become eligible for Medicare."

12. ARTICLE XX, EQUIPMENT

Section 2(A) amend as follows:

The Employer also agrees to provide the following clothing items in new condition to each new Officer: Uniform hat, one (1) pair of medium weight pants, one (1) tie, two (2) shirts, ~~leather~~ winter jacket, summer jacket, raincoat, as well as all other clothing, equipment, accessories and tools for both Class A and Class B uniforms, as set forth in the current uniform policies.

13. ARTICLE XXVII, BEREAVEMENT LEAVE

Replace this Article with the following:

Employees can receive up to 3 consecutive calendar days leave of absence for each death of an employee's relative. Bereavement Leave shall not extend beyond 3 consecutive calendar days immediately following the death of a family member. Three days leave of absence will be allowed ~~for a spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents,~~ daughter-in-law, son-in-law, and grandchildren. Two days leave of absence will be allowed for a brother-in-law, sister-in-law, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave.

An employee requiring additional leave may use vacation, personal or compensatory time to extend Bereavement Leave.

14. ARTICLE XXX, TERM

Amend as follows:

This Agreement shall have a term from ~~January 1, 2015 to December 31, 2019~~ January 1, 2020 to December 31, 2024. If a successor agreement is not executed by ~~December 31, 2019~~ 2024, then this Agreement shall continue in full force and effect until a successor agreement is executed. All negotiations shall be commenced pursuant to the time periods of the Public Employment Relations Commission.

15. SALARY SCHEDULES

Amended Salary Schedules are attached hereto as Schedules A-1 through A-4.

16. This Agreement is subject to ratification by the PBA Local 87 membership and the Mayor and Council of the Township.

FOR PBA LOCAL 87

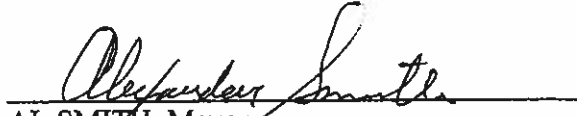


DAVID BELFORD, President




CHRIS OSTROWSKI, Delegate

FOR THE TOWNSHIP OF SCOTCH PLAINS



AL SMITH, Mayor



ALEXANDER MIRABELLA, Township Manager

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SCHEDULE A-1
SALARIES

RANK	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
Academy Rate	\$ 38,839.18	\$ 39,810.16	\$ 40,805.41	\$ 41,825.55	\$ 42,871.18
Probationary Officer	\$ 46,606.58	\$ 47,771.74	\$ 48,966.03	\$ 50,190.18	\$ 51,444.94
1st Year	\$ 85,534.97	\$ 87,673.34	\$ 89,865.18	\$ 92,111.81	\$ 94,414.60
2nd Year	\$ 90,553.32	\$ 92,817.15	\$ 95,137.58	\$ 97,516.02	\$ 99,953.92
3rd Year	\$ 96,475.69	\$ 98,887.58	\$ 101,359.77	\$ 103,893.76	\$ 106,491.11
4th Year - Max	\$ 106,046.78	\$ 108,697.95	\$ 111,415.39	\$ 114,200.78	\$ 117,055.80
Police Sergeant	\$ 116,305.41	\$ 119,213.04	\$ 122,193.37	\$ 125,248.20	\$ 128,379.41
Police Lieutenant	\$ 126,061.43	\$ 129,212.96	\$ 132,443.29	\$ 135,754.37	\$ 139,148.23
Police Captain	\$ 135,395.37	\$ 138,780.25	\$ 142,249.76	\$ 145,806.00	\$ 149,451.15

*Assignment to Detective and Computer Bureau - \$1,600 additional pay

**All salary increases retroactive to January 1, 2020

Bargaining unit members hired after January 1, 1993 who are hired for basic police academy training, shall be compensated at the "Academy Rate" for the first six (6) months of employment. Compensation for the balance of the first year shall be at the "Probationary Officer" rate. These stated pay rates, "Academy Rate" and "Probationary Officer," are designations intended for compensation purposes only. The statutory rights of the parties with respect to probationary periods for new employees shall not be affected by this rate of compensation change.

SCHEDULE A-2
SALARIES
(Wage Scale for Employees Hired After 3/14/99)

RANK	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
Academy Rate	\$ 38,839.18	\$ 39,810.16	\$ 40,805.41	\$ 41,825.55	\$ 42,871.18
Probationary Officer	\$ 46,606.58	\$ 47,771.74	\$ 48,966.03	\$ 50,190.18	\$ 51,444.94
1st Year	\$ 63,934.19	\$ 65,532.55	\$ 67,170.86	\$ 68,850.13	\$ 70,571.38
2nd Year	\$ 74,733.49	\$ 76,601.83	\$ 78,516.87	\$ 80,479.79	\$ 82,491.79
3rd Year	\$ 85,534.97	\$ 87,673.34	\$ 89,865.18	\$ 92,111.81	\$ 94,414.60
4th Year	\$ 90,553.32	\$ 92,817.15	\$ 95,137.58	\$ 97,516.02	\$ 99,953.92
5th Year	\$ 96,475.69	\$ 98,887.58	\$ 101,359.77	\$ 103,893.76	\$ 106,491.11
6th Year	\$ 106,046.78	\$ 108,697.95	\$ 111,415.39	\$ 114,200.78	\$ 117,055.80
Police Sergeant	\$ 116,305.41	\$ 119,213.04	\$ 122,193.37	\$ 125,248.20	\$ 128,379.41
Police Lieutenant	\$ 126,061.43	\$ 129,212.96	\$ 132,443.29	\$ 135,754.37	\$ 139,148.23
Police Captain	\$ 135,395.37	\$ 138,780.25	\$ 142,249.76	\$ 145,806.00	\$ 149,451.15

*Assignment to Detective and Computer Bureau - \$1,600 additional pay

**All salary increases retroactive to January 1, 2020

Bargaining unit members who are hired for basic police academy training, shall be compensated at the "Academy Rate" until the candidate graduates successfully from the police academy. Compensation for the next twelve (12) months after graduation from the academy shall be at the "Probationary Officer" rate. These stated pay rates, "Academy Rate" and "Probationary Officer," are designations intended for compensation purposes only. The statutory rights of the parties with respect to probationary periods for new employees shall not be affected by this rate of compensation change.

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**SCHEDULE A-3
SALARIES
(Wage Scale for Employees Hired On or After 1/01/06)**

RANK	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
Academy Rate	\$ 38,839.18	\$ 39,810.16	\$ 40,805.41	\$ 41,825.55	\$ 42,871.18
Probationary Officer	\$ 46,606.58	\$ 47,771.74	\$ 48,966.03	\$ 50,190.18	\$ 51,444.94
1st Year	\$ 55,249.71	\$ 56,630.96	\$ 58,046.73	\$ 59,497.90	\$ 60,985.35
2nd Year	\$ 63,934.19	\$ 65,532.55	\$ 67,170.86	\$ 68,850.13	\$ 70,571.38
3rd Year	\$ 74,733.49	\$ 76,601.83	\$ 78,516.87	\$ 80,479.79	\$ 82,491.78
4th Year	\$ 85,536.06	\$ 87,674.46	\$ 89,866.32	\$ 92,112.98	\$ 94,415.80
5th Year	\$ 90,553.32	\$ 92,817.15	\$ 95,137.58	\$ 97,516.02	\$ 99,953.92
6th Year	\$ 96,486.56	\$ 98,898.72	\$ 101,371.19	\$ 103,905.47	\$ 106,503.11
7th Year	\$ 106,046.78	\$ 108,697.95	\$ 111,415.40	\$ 114,200.78	\$ 117,055.80
Police Sergeant	\$ 116,305.41	\$ 119,213.04	\$ 122,193.37	\$ 125,248.20	\$ 128,379.41
Police Lieutenant	\$ 126,061.43	\$ 129,212.96	\$ 132,443.29	\$ 135,754.37	\$ 139,148.23
Police Captain	\$ 135,395.37	\$ 138,780.25	\$ 142,249.76	\$ 145,806.00	\$ 149,451.15

*Assignment to Detective and Computer Bureau - \$1,600 additional pay

**All salary increases retroactive to January 1, 2020

Bargaining unit members who are hired for basic police academy training, shall be compensated at the "Academy Rate" until the candidate graduates successfully from the police academy. Compensation for the next twelve (12) months after graduation from the academy shall be at the "Probationary Officer" rate. These stated pay rates, "Academy Rate" and "Probationary Officer," are designations intended for compensation purposes only. The statutory rights of the parties with respect to probationary periods for new employees shall not be affected by this rate of compensation change.

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**SCHEDULE A-4
SALARIES
(Wage Scale for Employees Hired On or After 7/1/11)**

RANK	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
Academy Rate	\$ 38,839.18	\$ 39,810.16	\$ 40,805.41	\$ 41,825.55	\$ 42,871.19
Probationary Officer	\$ 46,606.58	\$ 47,771.74	\$ 48,966.04	\$ 50,190.19	\$ 51,444.94
1st Year	\$ 55,970.98	\$ 57,370.25	\$ 58,804.51	\$ 60,274.62	\$ 61,781.48
2nd Year	\$ 62,229.50	\$ 63,785.24	\$ 65,379.87	\$ 67,014.36	\$ 68,689.72
3rd Year	\$ 68,489.11	\$ 70,201.34	\$ 71,956.37	\$ 73,755.28	\$ 75,599.16
4th Year	\$ 74,748.72	\$ 76,617.44	\$ 78,532.87	\$ 80,496.20	\$ 82,508.60
5th Year	\$ 81,008.33	\$ 83,033.54	\$ 85,109.38	\$ 87,237.11	\$ 89,418.04
6th Year	\$ 87,267.94	\$ 89,449.64	\$ 91,685.88	\$ 93,978.03	\$ 96,327.48
7th Year	\$ 93,527.55	\$ 95,865.74	\$ 98,262.39	\$ 100,718.95	\$ 103,236.92
8th Year	\$ 99,787.17	\$ 102,281.84	\$ 104,838.89	\$ 107,459.86	\$ 110,146.36
9th Year	\$ 106,046.78	\$ 108,697.95	\$ 111,415.39	\$ 114,200.78	\$ 117,055.80
Police Sergeant	\$ 116,305.40	\$ 119,213.04	\$ 122,193.37	\$ 125,248.20	\$ 128,379.41
Police Lieutenant	\$ 126,061.43	\$ 129,212.97	\$ 132,443.29	\$ 135,754.37	\$ 139,148.23
Police Captain	\$ 135,395.37	\$ 138,780.25	\$ 142,249.76	\$ 145,806.00	\$ 149,451.15

*Assignment to Detective and Computer Bureau - \$1,600 additional pay

**All salary increases retroactive to January 1, 2020

Bargaining unit members who are hired for basic police academy training, shall be compensated at the "Academy Rate" until the candidate graduates successfully from the police academy. Compensation for the next twelve (12) months after graduation from the academy shall be at the "Probationary Officer" rate. These stated pay rates, "Academy Rate" and "Probationary Officer," are designations intended for compensation purposes only. The statutory rights of the parties with respect to probationary periods for new employees shall not be affected by this rate of compensation change.