AGREEMENT

between

BOROUGH OF EAST NEWARK

and

EAST NEWARK BRANCH OF HARRISON
PATROLMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 22

EFFECTIVE: JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

INDEX

ARTICLE	SUBJECT	PAGE
1	SCOPE OF AGREEMENT AND BILL OF RIGHTS	1
2	COLLECTIVE BARGAINING PROCEDURE	3
3	CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME	4
4	UNION SECURITY AND PAST PRACTICE	5
5	MAINTENANCE OF STANDARDS AND PROTECTION OF CONDITIONS	7
6	BASE SALARY	7
7	LONGEVITY	8
8	OVERTIME AND COURT APPEARANCES	9
9	VACATION	11
10	HOLIDAYS	12
11	CLOTHING ALLOWANCE	13
12	LIFE, HOSPITAL, MEDICAL AND DENTAL INSURANCE	14
13	LIABILITY INSURANCE	17
14	PENSIONS & RETIREMENT BENEFITS	17
15	DEATH IN FAMILY	18
16	PAY TREATMENT FOR EXTENDED ILLNESS	18
17	VACANCIES	20
18	BULLETIN BOARD	20
19	DISCHARGE OR SUSPENSION	20

20	GRIEVANCE PROCEDURE	21
21	ARBITRATION	22
22	DURATION	24
	SCHEDULE A SCHEDULE B	

SCOPE OF AGREEMENT AND BILL OF RIGHTS

- Section 1. The Employer hereby recognizes the East Newark Branch of Harrison Patrolmen's Benevolent Association Local No. 22 as the sole and exclusive representative of all the employees or members of the Police Department of the Borough of East Newark, New Jersey, now employed or hereafter employed (hereinafter "Bargaining Unit"), except the Chief of Police, for the purpose of collective bargaining and all activities and processes relative thereto.
- <u>Section 2</u>. This agreement shall govern all wages, hour and other conditions of employment herein set forth.
- <u>Section 3</u>. This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.
- <u>Section 4</u>. The parties hereto agree to the adoption of the following Bill of Rights for the benefit of the Bargaining Unit.

In the event member(s) of the Bargaining Unit is/are or may become the subject or target of an investigation which may subject each member(s) to discipline or a disciplinary hearing, the parties agree that, for the purpose of insuring that the investigations are conducted in a manner which is conducive to good order and discipline, and protective of the rights of said member(s), the following rules are adopted:

(a) The member(s) shall be given written notice of the charges together with the name(s) of the complainant(s), a reasonable time before any interrogation takes place or written or oral reports are required.

- (b) If an interrogation of a member(s) is to take place or if a member(s) is required to file a written or oral report, he/they shall be advised as to whether such interrogation or report is required of him/her as a witness or as a potential target of an investigation.
- (c) If a charge is brought against a member(s), a hearing on the charge must be brought within sixty (60) days of the date the written notice of the charge is received by the member(s).
- (d) If a member is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of his official police duties, the Borough shall provide the member with a choice of counsel for the defense of such action or proceeding but not for his defense in a disciplinary proceeding instituted against him by the Borough or in a criminal proceeding instituted as a result of a complaint on behalf of the Borough. Should the member not wish to avail himself of the counsel provided by the Borough, he may obtain counsel of his own choosing, provided, however, that the Borough shall not be obligated for legal fees at a rate in excess of those which would have been paid to the counsel provided by the Borough.
- (e) The member(s) shall have the right to discovery and production of documents from the Employer without limitation.
- (f) The member(s) shall have the right to refuse to take a polygraph or similar type of lie detector test, without fear of departmental discipline for such refusal.
- (g) The member(s) shall have the right to refuse to testify at his/their disciplinary hearing without fear of departmental discipline for such refusal.

(h) The member(s) shall have the right to refuse in any way, to prepare or give written or oral reports in connection with any matter in which said member(s) may be the target of an investigation leading to a disciplinary charge and proceedings, without fear of departmental discipline for such refusal, in any case where the matter under investigation relates to the private conduct only of the police officer while on duty. Member(s) shall be permitted to inspect his/their personnel file(s) at all reasonable times. The inspection shall take place in a private space provided by the Employer at reasonable hours during the workday. The member(s) shall be permitted to copy all or part of the material within his/their personnel file and shall have the right to add to said file if he/they feel that there are materials in his/their file(s) which are false and inaccurate.

ARTICLE 2

COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Additional representatives of each party may participate in the in collective bargaining meetings. Unless otherwise designated in writing, the Mayor of the Borough of East Newark shall be the bargaining agent for the Employer and the President of the Union or the President's designee shall be the bargaining agent for the union.

<u>Section 2</u>. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Employer or the Union.

<u>Section 3</u>. The Employer shall not enter into any contract with member(s) of the Bargaining Unit which in any way conflicts with the terms of this agreement and shall recognize only designated Union officials as official representatives of the Bargaining Unit.

<u>Section 4</u>. Ordinarily, not more than four (4) additional representatives of each party shall participate in collective bargaining negotiation meetings and not more than two (2) representatives of the unions shall participate in the grievance procedure processes, unless otherwise mutually agreed to by the parties.

ARTICLE 3

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

<u>Section 1</u>. The employer agrees to grant necessary time off to members or representatives of the Bargaining Unit when said individuals are conducting official Union business during their regular working hours. There shall be no deduction of pay for Bargaining Unit representatives conducting such official business as to one member or representative in the case of either grievance procedure or collective negotiations.

<u>Section 2</u>. The employer agrees to grant the necessary time off without loss of pay to the members of the Bargaining Unit selected as delegates to attend any State or National Convention of the New Jersey Patrolmen's Association.

Section 3. The employer shall permit members of the Bargaining Unit Negotiating Committee to attend collective bargaining meetings during the duty hours of the member; however, only two (2) members of such committee shall be permitted to attend such meetings without loss of pay.

UNION SECURITY AND PAST PRACTICES

Section 1. Past practices means those customs and practices that explain and relate to the terms and conditions of employment that are set forth in this Agreement. Except as to the clauses of the prior contract which are modified by this Agreement all such practices shall be maintained at not less than the highest standards in effect at the commencement of collective bargaining leading to the execution of this Agreement.

Section 2. Insofar as permitted by law, the employer agrees to deduct from the pay of all members of the Bargaining Unit, a sum equivalent to the dues and assessments as required by the Union bylaws and other Union rules and regulations duly enacted. All such deductions shall be remitted to the properly designated Union official monthly on a regularly recurring basis.

Section 3. Representation Fee

(a) **Purpose of fee**

If any employee covered by this Agreement does not become a member of the P.B.A. during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the P.B.A. for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the P.B.A. as majority representative.

(b) Notification

Prior to the beginning of each membership 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 that membership year.

(c) Certification

The P.B.A. will certify to the Borough before the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments and does not include any amount of dues, fees, and assessments that are expended:

- 1. For partisan, political or ideological activities or causes that are only incidentally related to the terms and conditions of employment, or
- 2. Applied toward the cost of benefits available only to the members of the majority representative.

(d) Demand and Return

The P.B.A. agrees that it will, in conformity with applicable laws, to establish a demand and return system for all employees and will present appropriate evidence of the existence of such a system the Employer.

(e) The P.B.A. shall indemnify and hold the Borough harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Borough in conformance with this provision.

ARTICLE 5

MAINTENANCE OF STANDARDS AND PROTECTION OF CONDITIONS

The employer agrees that all beneficial conditions of

employment continued in Police Departmental Rules and Regulations relating to wages, hours of work and other general working conditions, and all past practices shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining leading to the execution of this agreement. Past practice means those customs and practices that explain and relate to the terms and conditions of employment that are set forth in this Agreement. Except as to the clauses of the prior contract which are modified by this Agreement, all such practices shall be maintained at not less than the highest standards in effect at the commencement of collective bargaining leading to the execution of this Agreement.

ARTICLE 6

BASE SALARY

Section 1: The base pay rate for employees covered by this Agreement is set forth on Schedule A and Schedule B annexed.

Section2: Employees at Academy Step shall move through the Step Guide on their anniversary date of graduation from the Academy. For example, if an employee graduates the Academy on December 1, 2018, he shall move to Step One. On December 1, 2019 he shall move to Step Two, and so on.

ARTICLE 7

LONGEVITY

Section 1. Each member of the bargaining unit hired on or before June 30, 2001, shall be paid, in addition to the rate of pay set forth in Article 6, Section 1 herein, a longevity increment based upon years of service with the Employer in accordance with the following schedule:

Years of Service	Percentage of Base Salary
Beginning of 5 through 9	4.625 %
Beginning of 10 through 14	5.125 %
Beginning of 15 through 19	8.625 %
Beginning of 20 through 24	9.125 %
Beginning of 25 and over	9.625 %

<u>Section 2.</u> Each member of the bargaining unit hired on or after June 30, 2001, shall be paid, in addition to the rate of pay set forth in Article 6, Section 1 herein, a longevity increment based upon years of service with the Employer in accordance with the following schedule:

Years of Service	Percentage of Base Salary
Beginning of 5 through 9	1.00 %
Beginning of 10 through 14	1.50 %
Beginning of 15 through 19	2.00 %
Beginning of 20 through 24	2.50 %
Beginning of 25 and over	3.00 %

<u>Section 3.</u> Each member of the bargaining unit hired on or after May 1, 2012 shall be paid, in addition to the rate of pay set forth in Article 6, Section 2 herein, a longevity increment based upon years of service with the Employer in accordance with the following schedule:

Years of Service	Percentage of Base Salary
Beginning of 10 th year	1.00 %
Beginning of 15 th year	1.50 %
Beginning of 20 th year	2.00 %

<u>Section 4.</u> The above percentages shall be applied to an employee's pensionable base salary.

OVERTIME AND COURT APPEARANCES

Section 1. When overtime work is required, it shall be offered to and performed by members of the bargaining unit. In such cases, the employer agrees to compensate such member(s) of the bargaining unit at the rate of time and one-half for all such time worked. The employer agrees to the principal of even distribution of overtime opportunity. If a member of the bargaining unit is offered overtime work and refuses, this period of overtime opportunity shall be counted as if worked for the sole purpose of determining equal distribution of overtime, and their shall be no payment for overtime not worked. If all police officers decline to accept overtime work, such work shall be assigned and performed by the least senior qualified police officer.

All overtime work must be authorized by the Chief of Police or his duly appointed designee.

<u>Section 2</u>. The Borcugh shall make every reasonable effort to maintain two (2) men on every shift to perform police duties and the PBA shall cooperate. This language in no way limits the Borough's ability to schedule civilian dispatchers.

The use of civilians on those shifts on which one or two officers are on duty shall not be considered to be a violation of this Agreement.

<u>Section 3</u>. Appearances required by member(s) of the Bargaining Unit during their off duty hours only at the County level and above, arising in the course of the performance of his/their duties at any court proceedings at the County level and above shall be compensated for at a minimum of four (4) hours per appearance at the rate of time and one-half.

<u>Section 4.</u> Bargaining unit members required to appear at any East Newark Municipal Court proceeding arising out of a Bargaining Unit member's performance of his duties during their off duty hours shall be compensated at the rate of time and one-half with a minimum of one hour at that rate.

<u>Section 5</u>. Employees shall be entitled to one (1) thirty (30) minute meal period which shall be taken with the permission of the ranking officer as close to the middle of the shift as possible.

Section 6. All "extra-duty" details shall be governed by Borough of East Newark Ordinance No. 08-2017.

ARTICLE 9

VACATION

Section 1. Members of the Bargaining Unit hired prior May 1,
2012 shall receive vacation days as follows:

First Step Patrolman	8 (days
Second Step Patrolman	10	days
Third Step Patrolman	14	days
Fourth Step Patrolman	14	days
Fifth Step Patrolman	21	days
Sergeant	23	days
Lieutenant	25	days
Captain	27	days

<u>Section 2</u>. Members of the Bargaining Unit hired on or after May 1, 2012 shall receive vacation days as follows:

First Step Patrolman	8 days
Second Step Patrolman	8 days
Third Step Patrolman	10 days
Fourth Step Patrolman	10 days
Fifth Step Patrolman	15 days
Sixth Step Patrolman	15 days
Seventh Step Patrolman	15 days
Eighth Step Patrolman	15 days
Ninth Step Patrolman	15 days
Tenth Step Patrolman	20 days

<u>Section 3</u>. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacations must be left to the employer but the following condition shall be observed with regard to such scheduling:

- (a) No member of the Bargaining unit shall be permitted to take a vacation period of more than fifteen (15) consecutive regular work days (three calendar weeks).
- (b) Vacation period assignments during June, July and August shall be based exclusively upon seniority among the members of the Bargaining Unit.
- (c) No members of the Bargaining Unit shall be assigned a vacation period of more than ten (10) consecutive work days (two calendar weeks) during June, July and August.

HOLIDAYS

<u>Section 1</u>. The following days shall be deemed paid holidays for all members of the Bargaining Unit:

NEW YEAR'S DAY

GENERAL ELECTION DAY

MARTIN LUTHER KING DAY

VETERANS DAY

LINCOLN'S BIRTHDAY

THANKSGIVING DAY

GOOD FRIDAY

CHRISTMAS DAY

MEMORIAL DAY

EASTER SUNDAY

INDEPENDENCE DAY, JULY 4TH

LABOR DAY

WASHINGTON'S BIRTHDAY

All additional days declared as holidays be federal, state or municipal authorities which are not hereinabove listed, shall be deemed paid holidays, except that the day after Thanksgiving shall not be considered a holiday, even if municipal employees other than members of the Police Department are given that day off.

Section 2. It is recognized by both employer and union that members of the Bargaining Unit may not by reason of Departmental business enjoy the aforesaid holidays by not working on those days. Therefore, in lieu of the holiday itself, each member of the Bargaining Unit will receive a full day's pay. In the event any of the aforesaid allowed paid holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

<u>Section 3</u>. Each employee's holiday compensation as is provided by this Article, shall be folded in and paid along with the regular weekly payroll.

Section 4. Each employee shall receive one (1) paid personal day per calendar year. Personal days must be used by December 31 of the calendar year.

ARTICLE 11

CLOTHING ALLOWANCE

Section 1. A clothing allowance shall be paid by the Employer to members of the bargaining unit hired prior to May 1, 2012 and covered by this Agreement. The annual clothing allowance shall be \$1000.00, and shall be paid in two equal installments. The first installment shall be paid on May 1, and the second installment on October 1, of each calendar year.

Section 2. A clothing allowance shall be paid by the Employer to members of the bargaining unit hired on or after May 1, 2012 and covered by this Agreement. The annual clothing allowance shall be \$750.00, and shall be paid in two equal installments. The first installment shall be paid on May 1, and the second installment on October 1, of each calendar year.

ARTICLE 12

LIFE, HOSPITAL, MEDICAL AND DENTAL INSURANCE

Section 1. The Employer agrees to provide to the members of the bargaining unit and their dependents, if eligible a medical plan through Blue Cross Blue Shield of New Jersey to replace the previous Guardian Physician Health Care Plan (Plan No. 5 NJSCZ). The new plan is a point of service plan with in-network and out-of-network components or equivalent coverage. Premium contributions by unit members shall be in accordance with applicable law.

Section 2. The schedule of benefits for out-of-network

services under the plan requires employees to pay 30% of all usual and customary charges after the deductible is met up to a maximum out-of-pocket cost (including deductible) of \$4,000.00 individual and \$8,000.00 for family coverage, each calendar year. Out-of-network deductibles shall be \$1000.00 for single coverage and \$2000.00 for non-single coverage, per calendar year. to subsection 4, below, the Employer agrees to reimburse bargaining unit employees for any costs incurred pursuant to requirement, for all services rendered to the employee dependents, after coordination of any other benefits is exhausted, if applicable. The Employer is not obligated, however, to reimburse the employee for the first \$500.00 of the \$1000.00 single or the first \$1000.00 of the \$2000 non-single deductible, whichever is applicable.

Section 3. The Employer agrees to provide to the members of the bargaining unit and their dependents, if eligible a prescription The plan shall provide for a pharmacy, per benefit plan. prescription co-pay of \$20.00 for generic prescriptions, \$30.00 for name brand prescriptions, and \$60.00 for non-formulary prescriptions. Subject to subsection 4, below, the Employer agrees to reimburse each officer \$15.00 for each generic prescription, \$20.00 for each name brand prescription, and \$50.00 for each nonformulary prescription. Mail order co-pays shall be double the above-referenced co-pays for a 90-day supply. Reimbursement shall be \$30.00 for each generic prescription, \$40.00 for each name brand prescription, and \$100.00 for each non-formulary prescription. Premium contributions by unit members shall be in accordance with applicable law.

Section 4. The employee will be responsible for the same deductibles and co-pays as the present plan, namely Guardian Plan

5NJSCZ as per the attached chart. The Employer will pay the difference in deductible and co-pay costs between 5NJSCZ and the current plan. Proper documentation must be produced in order for reimbursement to be issued. The employee must present receipts for medical professionals, hospitals or pharmacies with the name and address designated on the receipt for reimbursement within 60 calendar days from the date of service or receipt of the Explanation of Benefits ("EOB"), whichever is later. Disbursement of the refund to the member will be issued during the regular meeting of the Mayor and Borough Council each month; provided the member has submitted his receipts by the first Friday of the month.

- Section 5. The Employer further agrees to provide at no cost to each member of the bargaining unit, life insurance in the amount of \$20,000.00.
- Section 6. The Employer agrees to provide to the bargaining unit member and his/her dependents, if eligible a dental plan provided through Guardian.
- Section 7. The Employer agrees to provide to the bargaining unit member and his/her dependents, if eligible a vision plan provided through VSP plan C with a \$10.00 co-pay.
- <u>Section 8.</u> Any employee hired on or after May 1, 2012 is eligible for single benefits only.

ARTICLE 13

LIABILITY INSURANCE

The employer agrees to provide liability insurance coverage in an adequate sum covering the members of the Bargaining Unit during the performance of their duties.

PENSIONS & RETIREMENT BENEFITS

The employer shall provide pension and retirement benefits to all members of the Bargaining Unit pursuant to provisions of the statues and laws of the State of New Jersey. Except if required by applicable law, the Employer agrees to provide at its cost, lifetime retirement health benefits, including medical, major medical, prescription, vision, dental and all other benefits set forth in Article 12, above, to all employees and his/her spouse, if eligible, excluding dependents, if said employee has retired with at least 25 years of service with the Employer. The 25 year service requirement with the Employer shall not apply to Sergeant Michael O'Donnell or Patrolman Robert Tomasko. The "grandfathered" officers shall be required to complete the balance of 25 years with the Borough. A retiree shall maintain the level of benefits, including co-pay that were in effect as of the date of his retirement.

ARTICLE 15

DEATH IN FAMILY

The Employer agrees that all members of the bargaining unit covered by this Agreement shall be permitted bereavement leave with pay, not to exceed four (4) working days from the date of death of a spouse, child, mother, father, brother, sister, mother-in-law, father-in-law or grandparent to the date of burial.

ARTICLE 16

PAY TREATMENT FOR EXTENDED ILLNESS

Every employee shall be entitled to sick leave, with pay for reasons of sickness or disability on the following basis:

- (a) During the first year of employment, one and one-quarter $(1\ 1/4)$ workday of sick leave for each completed calendar month of service.
- (b) After (1) full year of employment, fifteen (15) work days of sick leave in each calendar year for employees hired on or after June 1, 2010.
- (c) After (1) full year of employment, ten (10) work days of sick leave in each calendar year for employees hired on or after May 1, 2012.
- (d) Unused sick leave shall be cumulative without limit as per civil service.
- (e) During the month of March of each year, the employer shall furnish written notice to each member a full accounting of all used and unused sick leave as of December of the preceding year.
- (f) Each unit member, upon retirement under the rules of the Police and Firemen's Retirement System, shall be entitled to a lump sum payment for his accumulated sick leave to a maximum of \$15,000.
- (g) Absences due to line of duty or work connected injuries will not be charged against sick leave provided in paragraphs (a), (b), (c), (d), (e), (f), and (g).
- (h) At the discretion of the employer, members of the Bargaining Unit will be paid their regular rate of pay during periods of disability due to illness for a maximum period of one (1) year from the date of the beginning of the disability; provided such member is incapable of performing his duties as a police officer and that such disability is established by a physician selected by the employer for such purpose. The one (1) period of disability payments includes all accumulated sick leave.

VACANCIES

When the Borough determines to full permanent vacancies which occur in the ranks of Captain, Lieutenant or Sergeant due to retirement, death, discharge, promotion or voluntary severance from the Police Department, seniority in rank shall be given due consideration in the filling of such vacancy.

ARTICLE 18

BULLETIN BOARD

The employer shall permit the union and bargaining unit reasonable use of all Bulletin Boards located in the respective Police facilities for posting notices concerning union and bargaining unit business and activities.

ARTICLE 19

DISCHARGE OR SUSPENSION

No member of the Bargaining Unit shall be disciplined or discharged without just cause. Any member of the Bargaining Unit who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth under Article 20 entitled "Grievance Procedure" and under Article 21 entitled, "Arbitration".

ARTICLE 20

GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work and/or other conditions of employment. In order to provide for the expeditious and mutually satisfactory

settlement of grievances, the procedures hereinafter set forth shall be followed.

<u>Section 2</u>. Complaints may be initiated by an individual member of the Bargaining Unit to his immediate superior. If the complaint is not resolved satisfactorily at this stage, it may be subject to the grievance procedure outlined and set forth below and shall be presented by the authorized Union representative.

<u>Section 3</u>. When the Union wishes to present a grievance for members of the bargaining unit for settlement, such grievance(s) shall be presented by the authorized Union representative in the order outlined below. Settlement of any grievance shall not be inconsistent with the terms of this agreement.

<u>Section 4</u>. The procedure for presentation of grievances is as follows:

STEP 1: The President of the Union or his duly authorized and designated Union representative shall present and discuss the grievance or grievances with the Police Chief of the employer or his duly designated representatives. The grievance need not be in writing and the member(s) of the Bargaining Unit involved need not be present at the discussion of the grievance(s). The Police Chief shall answer the grievances(s) within five (5) days the same has/have been presented.

STEP 2: If grievance(s) is/are not resolved at Step 1, or if no answer has been received by the Union within the time set forth in Step 1, then the Union shall present the grievance(s) in writing to the Mayor of the Borough of East Newark, or his duly designated representative. Discussions between the President of the Union or his

duly designated representative and the Mayor of the Borough of East Newark or his duly designated representative may ensue. The employer shall answer the grievance(s) by informing the Union of its decision within ten (10) days after the grievance(s) has/have been presented.

STEP 3: If the grievance(s) has not been resolved and settled by the parties at Step 2 of the Grievance Procedure, or if no answer in writing by the employer within the ten (10) days as provided in Step 2, has been received by the Union, the Union may demand arbitration of the grievance(s) in accordance with the terms and provisions of Article 21 entitled "Arbitration" hereinafter set forth.

ARTICLE 21

ARBITRATION

<u>Section 1</u>. Any grievance(s) or other matter(s) in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as hereinabove provided in Article 20, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted, by written demand upon the other party specifying the nature of the unsettled grievance(s) or other matter(s) in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request PERC to appoint an arbitrator to hear the arbitration in the manner set forth pursuant to the Rules of the New Jersey Public Employment Relations Commission. In the event

the said PERC regulations are altered or repealed, then an arbitrator shall be selected from a list to be provided by the American Arbitration Association in accordance with the rules and regulations for selection of an arbitrator.

- <u>Section 3</u>. The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.
- <u>Section 4.</u> The decision of the arbitrator shall be final and binding upon the union, Bargaining Unit and employer.
- <u>Section 5</u>. The costs of arbitration shall be borne equally by both parties.
- <u>Section 6</u>. The arbitrator shall have no authority to delete or subtract from, or modify in similar manner, the terms of this Agreement.

ARTICLE 22

DURATION

- Section 1. This Agreement shall be in effect from the 1st day of January 2018 to and including the 31st day of December 2018.
- <u>Section 2</u>. At least ninety (90) days prior to the expiration date of this agreement, the parties hereto agree to commence negotiations for a new collective bargaining agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer this $\cancel{13^{+1}}$ day of \cancel{NWN} , 2019.

ATTEST:

RMC Boaru6H

BOROUGH OF EAST NEWARK:

В∕у:

Title:

East Newark Branch of Harrison Patrolmen's Benevolent Association Local No. 22

By

SCHEDULE A	
Year	2018
% Raised	2.00%
ACADEMY PAY	29,580
FIRST	45,849
SECOND	50,573
THIRD	55,336
FOURTH	60,099
FIFTH	64,867
SIXTH	69,629
SEVENTH	74,495
EIGHTH	79,158
NINTH	83,921
TENTH	89,345
SGT 1	91,616
LT 1	98,945
CAPT 1	105,358

SCHEDULE B	
Year	2018
% Raised	2.00%
ACADEMY PAY	25,500
FIRST	29,811
SECOND	32,571
THIRD	36,434
FOURTH	41,956
FIFTH	46,371
SIXTH	55,203
SEVENTH	60,724
EIGHTH	66,244
NINTH	71,766
TENTH	77,286
SGT 1	79,514
LT 1	86,841
CAPT 1	93,256