

BOROUGH OF GARWOOD
UNION COUNTY, NEW JERSEY
MUNICIPAL BUILDING
403 SOUTH AVENUE
GARWOOD, NJ 07027

RESOLUTION NO. 23-150

WHEREAS, the collective negotiations agreement between the Borough of Garwood ("Borough") and Garwood PBA Local No. 117 (hereinafter referred to as "PBA") expired on December 31, 2022; and

WHEREAS, the Borough and the PBA have been negotiating the terms to a successor collective negotiations agreement; and

WHEREAS, the Borough and the PBA have negotiated and agreed upon the terms to a successor collective negotiations agreement set forth in the Memorandum of Agreement executed on August 21, 2023 attached hereto as exhibit A; and

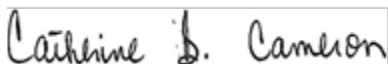
WHEREAS, the Memorandum of Agreement was ratified by the members of the PBA on August 21, 2023; and

WHEREAS, the Borough of Garwood is desirous of ratifying the agreed upon terms to the successor collective negotiations agreement set forth in the Memorandum of Agreement attached hereto as exhibit A.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Garwood, County of Union, State of New Jersey, as follows:

- 1). The Borough hereby ratifies that the Memorandum of Agreement executed on August 21, 2023 with Garwood PBA Local No. 117 for the period from January 1, 2023 through December 31, 2026.

I, Catherine D. Cameron, Municipal Clerk of the Borough of Garwood hereby attest that this Resolution was adopted by the Council of the Borough of Garwood on August 24, 2023.



CATHERINE D. CAMERON, R.M.C.

MEMORANDUM OF AGREEMENT

BOROUGH OF GARWOOD

AND

GARWOOD PBA LOCAL NO. 117

The negotiations committees of the Borough of Garwood and the Garwood PBA Local No. 117 agree to the terms of this Memorandum of Agreement as set forth below:

1. **PREAMBLE**

Amend all dates to be consistent with new contract term.

2. **ARTICLE II – MANAGEMENT RIGHTS**

A. Section E modify as follows:

The PBA agrees that the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rights, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by ~~be~~ the specific and express terms hereof as are in conformance with the New Jersey Employer-Employee Relations Act, Constitution and Law of New Jersey and of the United States and ordinance of the Borough of Garwood ~~provided same are not inconsistent with provisions of this Agreement.~~

3. **ARTICLE V – VACATIONS AND HOLIDAYS**

A. Modify Section A, 2, (1) as follows:

2. (1) Any police officer who has not completed one (1) year of service (to be computed from the date of his/her appointment) shall receive forty-eight (48) hours of vacation upon the successful completion of the police academy or six (6) months with the Department if the police officer is not required to sit for the academy. after completion of his/her probationary period.

B. Add the following language to Section E (Terminal Leave):

(1). Employees hired on or after January 1, 2023 shall not be eligible for terminal leave payment.

C. New Section H:

(1). Employees shall be afforded twenty-four (24) hours of time off for their 4on/4off, twelve (12) hour schedule. The scheduling of this time off cannot create overtime. This time shall not accumulate from year to year nor be subject to any payout.

4. **ARTICLE VII – SICK LEAVE**

A. Add the following language to Section I, 4:

Employees hired on or after January 1, 2023 shall not be eligible to terminal leave and/or an additional terminal leave payment.

B. Section J, 1:

Delete in its entirety any references to borrowing sick time.

5. **ARTICLE IX- EMERGENCY TIME OFF**

A. Modify last sentence of Section A as follows:

A police officer will be granted leave of one (1) day, (day of burial) in the event of the death of a brother, sister, or grandparents of his/her spouse, aunt, uncle, niece or nephew.

6. **ARTICLE XI – HOURS OF WORK, SALARIES AND OVERTIME**

A. Section B, 1:

Salary Increases Steps 1 through 10 (Guide to be equalized prior to the below percentage increases):

- (1). January 1, 2023 (Retroactive) Steps 2 through 10 – 2.5%
- (2). January 1, 2024 Steps 1 through 10 – 2.5%
- (3). January 1, 2025 Steps 1 through 10 – 2.5%
- (4). January 1, 2026 Steps 1 through 10 – 2.5%

Step 1 to increase to \$50,000 effective January 1, 2023
Probation Step to increase to \$48,000 effective January 1, 2023

Salary Increases Sergeant, Lieutenant, Captain:

- (1). January 1, 2023 (Retroactive) 3.0% Sergeant, Lieutenant, Captain
- (2). January 1, 2024 3.0% Sergeant, Lieutenant, Captain
- (3). January 1, 2025 3.0% Sergeant, Lieutenant, Captain
- (4). January 1, 2026 3.0% Sergeant, Lieutenant, Captain

B. Section C, New Subsection 6:

Officers who are required to remain working beyond their shift due to an order of their supervisor, the officer shall be afforded time and one-half for any time worked beyond their respective shift that day.

C. Section D delete in its entirety. The Chief of Police shall institute policies for extra duty work including but not limited to a policy on the limitation of extra duty if sick time causes overtime. The PBA acknowledges that this is not part of the contract but that the parties discussed and agreed it would be subject to the ultimate discretion and managerial determination of the Chief of Police.

D. New Section D. The detectives working five (5), eight and one-half (8.5) hour shifts per week will be afforded twenty-five and one-half (25.5) hours of additional time off. The scheduling of this time off cannot create overtime. This time shall not accumulate from year to year nor be subject to any payout.

7. **ARTICLE XII – MISCELLANEOUS**

A. Add the following language to Section E:

Employees hired on or after May 21, 2010 shall not be afforded a payout of sick time upon death. Sick time payouts only allowed upon retirement for anyone hired on or after May 21, 2010 in accordance with NJ law.

B. New Section L Non-Mandatory Health Screening:

Any officer who undergoes a non-mandatory health screening through the Gift from Captain Buscio CardioPulmonary Diagnostic on the officer's day off shall be afforded a personal day. However, the use of the personal day cannot cause overtime. The non-mandatory health screening is done on an annual basis.

C. New Section M Training Assignment/Authorized Leave:

(1). Once an officer has been approved to attend a school or training, the training coordinator will immediately enter the details (date/times) into the schedule through the schedule software.

(2). An officer who is approved for school or training for more than four (4) hours on a regularly scheduled work day (0400-1600), the officer will be considered "removed" from the schedule and their assignment for that day will be the school/training. An officer who is approved for training which is four (4) hours or less will be required to return to work following their training. This does not include "travel time".

(3). In the event that another officer regularly assigned to the same squad calls out sick, the officer attending the school or training will be expected to report to duty as normally scheduled unless the Chief of Police or his designee approves the shift to be covered with overtime.

(4). If a squad is at full complement, then the officer scheduled for training will leave at 0000 hrs to have at least eight (8) hours in between the end of their shift and the start time of the training. If the squad is not full and causing overtime then that officer will be pulled from training at the final determination of the Chief of Police.

(5). In the event that another officer regularly assigned to the same squad calls out sick, the officer attending the training will be expected stay on duty as normally scheduled unless the Chief of Police or his designee approves the shift to be covered with overtime.

D. New Section N Court Leave:

If a squad is at full complement, then the officer scheduled for court will leave at 0000 hrs to have at least eight (8) hours in between the end of their shift and the start time of the court. If the squad is not full and causing overtime then that officer will be rescheduled from court at the final determination of the Chief of Police.

8. **ARTICLE XIII – DUES DEDUCTION AND AGENCY SHOP**

Delete in its entirety any references to representation fees.

9. **ARTICLE XIV – DURATION**

A. Modify term as follows:

The term of this Agreement shall be from January 1, 2023 through December 31, 2026.

10. **EXTRA DUTY EMPLOYMENT:**

- A. Effective upon the final adoption of an amended Borough Fee ordinance by the Borough, the fee for extra-duty employment shall be increased to \$85.00 per hour and the emergency rate shall be increased to \$100.00 per hour. Extra duty employment afforded by another municipality will be paid at that specific municipalities extra duty rate. There shall be no retroactive increases afforded to PBA members.

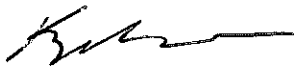
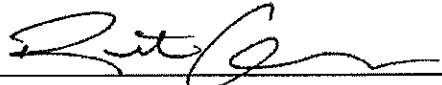
11. The parties acknowledge that the terms and conditions of this Memorandum of Agreement are subject to ratification, by the Borough of Garwood and the Garwood Policemen's Benevolent Association, Local No. 127.

12. All parties agree to recommend these terms and conditions to their respective constituents for ratification.

13. All proposals which are not included in this Memorandum of Agreement shall be deemed withdrawn by both parties.

Borough of Garwood

Garwood PBA Local No. 117


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8/21/23

Dated:

8-21-2023

Dated: