

Resolution 2022-131

*BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY*

**RATIFYING THE MEMORANDUM OF AGREEMENT WITH THE HIGHTSTOWN
POLICE OFFICERS FOP LODGE 140 – FRATERNAL ORDER OF POLICE/NEW
JERSEY LABOR COUNCIL, FOR THE YEARS 2022, 2023, 2024 AND 2025, AND
AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING
AGREEMENT RELATING THERETO.**

WHEREAS, the Borough of Hightstown and the Hightstown Police Officers FOP 140-Fraternal Order of Police/New Jersey Labor Council (the “FOP”) have negotiated a Memorandum of Agreement for the years 2022, 2023, 2024 and 2025; and

WHEREAS, a copy of the Memorandum of Agreement is attached hereto and made a part hereof; and

WHEREAS, the Memorandum of Agreement has been reviewed by all parties and ratified by the FOP; and

WHEREAS, it is the desire of the Mayor and Council that it be approved, ratified and executed by the appropriate representatives of the Borough; and

WHEREAS, it is also the desire of the Mayor and Council to authorize the appropriate Borough Officials to execute a new Collective Bargaining Agreement (“CBA”) with the FOP for the years 2022, 2023, 2024 and 2025, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown as follows:

1. That the attached Memorandum of Agreement with the FOP for the years 2022, 2023, 2024 and 2025, which agreement is on file in the Borough Clerk’s office, is hereby approved and ratified.
2. That the Borough Administrator is hereby authorized to execute, and the Borough Clerk to attest, the attached Memorandum of Agreement with the FOP for the years 2022, 2023, 2024 and 2025.
3. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, a new CBA with the FOP for the years 2022, 2023, 2024 and 2025, so long as the CBA includes all of the terms and conditions set forth in the attached Memorandum of Agreement and the CBA is satisfactory to the Borough’s Labor Counsel.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Hightstown Police Officers FOP 140-Fraternal Order of Police/New Jersey Labor Council;
 - b. Dimitri Musing, Borough Administrator
 - c. Robert Merryman, Esq., Labor Counsel

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on July 5, 2022.


Margaret Riggio
Borough Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE BOROUGH OF HIGHTSTOWN AND FOP LODGE 140, RANK AND FILE**

Representatives of FOP Lodge 140, Rank and File Officers and the Borough of Hightstown agree to recommend the following modifications to the collective negotiations agreements with a term from January 1, 2019 through December 31, 2021:

Duration for new agreement – 4 years – January 1, 2022 through December 31, 2025.

Article VI. Strikes and Other Job Actions

- In the first sentence change “obstruct of disable” to “obstruct **or** disable”
- In the first sentence change “or as thy may be modified...” to “as they may be modified”

Article VII Grievance Procedure

A. Step 4

C. Revise to read as follows:

(new language) The arbitrator shall be limited only to the issues submitted to said arbitrator. The arbitrator is without authority to add to or subtract any language or provisions from the Agreement between the parties. The Decision of the Arbitrator shall be binding subject to applicable law.

E. New

The only grievances which may be submitted to arbitration are those based on an allegation that there has been a violation of the terms of this Agreement.

B. Revise to read as follows:

A grievance to be considered under this procedure must be initiated by the employee or by the FOP within twenty (20) calendar days of the date of its occurrence, or the time the employee or the FOP should reasonably have known of its occurrence. Failure to file within the timeline shall be considered an abandonment of the grievance.

Article VIII Off Duty Employment Rates

First sentence change “extra duty pay” to “off duty pay”.

- (1) The rate will be changed to Eighty-five (\$85.00) Dollars per hour, with a minimum of four (4) hours pay, for all not Borough/Board of Education activities/events.
- (2) The rate will change to Eighty-five (\$85.00) Dollars per hour and the following language, *“including but not limited to Borough infrastructure, repairs and or maintenance performed by a Borough retained contractor”* will be added after the words “and/or other related obligations”.
- (3) Change the words “extra duty” to “off duty”

Change the rate of \$70.00 per hour to \$85.00

Add the language *“including but not limited to Borough infrastructure, repairs and or maintenance performed by a Borough retained contractor”* after the words “and/or other related obligations”

Add the following at the end of the section:

The rate will be One hundred five (\$105.00) per hour for all emergency off duty work which are requested with less than twenty-four (24) hours' notice. This rate will be limited to emergency off duty work for third party vendors and will not apply to Borough/Board of Education activities/events including but not limited to Borough infrastructure, repairs and or maintenance performed by a Borough retained contractor

Article X Compensation and Overtime

- I. In the last sentence replace the word “with” with the word “work”.
- J. Revised: Add following

Accrual of compensatory time will be capped at 84 hours total. Officers with more than 84 hours as of the date of execution of this agreement will be able to keep the additional hours but will not be able to accrue any additional hours. Compensatory time may be used with advanced notice and authorization from the Chief of Police but will not permitted when it will create overtime.

K. New Section

Detectives will be reimbursed for mileage at the IRS rate when subject to call-in when off duty.

Article XI Salary and Wages

The parties agreed to the new salary guide attached hereto as Appendix A.

The parties agreed to the proposed step movement as set forth in attached Appendix B

Article XIII Holidays and Personal Time

Section D.

Change “increments of four (4) hours” to “increments of two (2) hours”

Article XV Sick Leave

A. Eliminate sell back provision for those hired after May 20, 2010

C Eliminate cash out provision. for those hired after May 20, 2010

D Eliminate payout provision for those hired after May 20, 2010

Add new section F

Any officer who does not utilize any sick days in a calendar year will receive an additional 24 hours of pay. The use of leave time for a work related disability or work related injury shall not impact on the perfect attendance. The incurring of a sustained suspension will disqualify an officer from this incentive. The payment will be made at the rate of pay in place as of December 31 of the year in which perfect attendance was achieved. To be eligible for the perfect attendance incentive the officer must actually work for at least nine (9) months of the calendar year.

Article XIV Vacation

D. Change “not carried over” to “carried over” in last sentence.

Article XVI Injury Leave

Revised last sentence of article to read as follows:

If illness continues beyond one (1) year, the officer will be permitted to pursue any remedy for continuation of paid leave under state or federal law.

Article XVII Bereavement Leave

Combine A and B as follows:

Employees shall be entitled to up to five (5) days funeral leave with pay from the date of death to the date of funeral or memorial service in the event of an immediate family member, defined as spouse, civil union partner, domestic partner, parent, mother-in-law, father-in-law, child, brother or sister, step-child, step-parent, or other relative who resides in the officer's household; or one (1) day with pay on the day of the burial or memorial service in the event of the death of an aunt, uncle, nephew, nieces grandparents or other in-laws of the employee. Bargaining unit members may extend their immediate family bereavement leave beyond the five (5) days through the voluntary use of vacation and/or personal leave and/or compensatory time. Said request must be in writing setting forth the number days requested and how much of each type of leave is being taken to accomplish same. The written request must be submitted to the Chief or his/her designee in advance of the time requested and shall not be taken unless written approval of such request has been given by the Chief or his/her designee in advance of the requested leave period.

Change C to B.

Add as C *In the event a death occurs during an officer's vacation, the officer shall be permitted to utilize bereavement leave, rather than vacation leave, for the funeral and/or memorial service.*

Article XVIII Hospital and Medical Insurance

C Revise the first two sentences as follows:

Officers may be required to submit to a complete physical examination by the physician of his or her choice on an annual basis. The Borough shall pay the co-pay cost of such examination, where applicable.

The remainder of Section C shall remain as is.

Article XXIV Conducting Union Business on Borough's Time

Combine Article II and Article XXIV as follows:

Article II Collective Bargaining and Conducting Union Business

- A. 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 the parties. Unless otherwise delegated, the Mayor and Council of the Borough or their designee(s) and the President of the Association or his/her designee(s) or a representative of the

- Fraternal Order of Police/New Jersey Labor Council shall be the respective bargaining agent for the parties.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.
 - C. Employees of the Borough who may be designated by the Association to participate in collective negotiations meetings called for the purpose of negotiation of the collective negotiations agreement will be excused from their work assignments, provided, however, that no more than two (2) employees shall be excused for the negotiations session.
 - D. The State Trustee or alternate shall attend all State FOP meetings, while on duty, without loss of pay. The FOP shall provide the names of the trustee and alternate to the Borough and the Department annually in writing by January 15, and any change shall be provided in writing within ten (10) calendar days of such change. The Trustee or alternat will advise the Chief or designee in writing at least five (5) calendar days in advance of such meeting unless an emergency meeting is requested by the State President and the Chief is notified in writing immediately upon notification. The Borough will allow up to two (2) members of the bargaining unit to attend any and all State conventions of the New Jersey Fraternal Order of Police, while on duty and without loss of pay. The length of the convention shall be up to five (5) calendar days and the five (5) calendar days shall include all necessary travel time. Eligible employees may request from the Chief one additional travel day in connection with a State convention with such time, if granted, being either without pay or requiring the use of vacation, personal or compensatory time. Approval for one additional travel day will not be unreasonably withheld. The FOP will make any request for convention leave at least thirty (30) calendar days in advance in writing. Members on duty may attend lodge meetings, if the meetings are held in the Borough and they remain subject to the duty responsibilities. Members who are attending while on duty shall be subject to responding to any and all calls for service or other related matters.
 - E. The Borough shall permit members of the Associations Grievance Committee (not to exceed three (3)) to conduct the business of the Committee, which consists of conferring with employees and representatives of the Borough on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Department of Police or require the recall of off-duty policemen to bring the Department of Police up to it proper effectiveness.

Eliminate Article XXIV and renumber subsequent Articles.

Article XXV Police Officers Bill of Rights

B 4. Eliminate

Combine B 7. and 11 to read as follows:

The officer will be entitled to a representative of their choosing, who is readily available, present during the interview, provided the representative does not interfere with the interview.

Article XXVIII DURATION OF AGREEMENT AND RENEGOTIATIONS

Revise as follows:

*The Borough and the FOP agree on the duration of the Agreement shall be a period for a period commencing January 1, 2022 and ending December 31, 2025. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the expiration date until the parties have mutually agreed to a successor agreement. The parties agree that they will enter into negotiations for a new agreement during the last year of the term of this agreement and within **sixty (60)** days of the request of either party to commence negotiations*

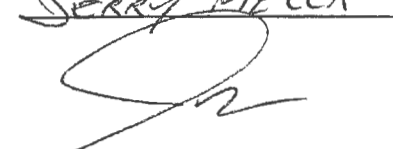
Article XXVIX ENTIRE AGREEMENT (New Article)

This Agreement represents and incorporates the complete and final understanding and settlement by the parties as to all terms and conditions of employment. This Agreement, in its entirety, contains all of the benefits employees are entitled to, regardless of any established past practices in existence prior to this Contract. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

The complete agreement is subject to ratification by the FOP LODGE 140, PATROL OFFICERS UNIT and formal approval by the Borough's governing body.

FOR FOP LODGE 140

(Rank and File)

JERRY MECCA


Vincent Dell


FOR BOROUGH OF HIGHTSTOWN



Dimitri Musing, Borough Administrator

Hightstown Borough and

FOP Lodge 140 POA

Officer Guide Movement

Marino Moved from Step 1 (\$54,121) to Step 2 (\$60,489) on March 24, 2022
Remain on old Step 2 (\$60,489) for 2022
Moves to New Step 3 (\$65,000) on Anniversary date in 2023
Moves to next step on anniversary date each year thereafter

Townshend Moved from step 2 (\$60,489) to Step 3 (\$66,856) on May 20, 2022
Remain on old Step 2 (\$66,856) for 2022
Moves to new step 4 (\$70,000) on anniversary date in 2023
Moves to next step on anniversary date each year thereafter

Doell Moved from Step 5 (\$80,651) to Step 6 (\$87,019) on February 1, 2022
Remain on old step 6 (\$87,019) for 2022
Moves to new Step 8 (\$90,000) on anniversary date in 2023
Moves to next step on anniversary date each year thereafter

Buck Moved from Step 6 (\$87,019) to Step 7 (\$93,386) on May 15, 2022
Remain on Old Step 7 (\$93,386) for 2022
Moves to new step 9 (\$95,000) on January 1, 2023
Thereafter, moves to next step on January 1

Abatemarco Moves from Step 6 (\$87,019) to Step 7 (\$93,386) on June 15, 2022
Remain on Old Step 7 (\$93,386) for 2022
Moves to new step 9 (\$95,000) on January 1, 2023
Thereafter moves to next step on January 1

Mecca

Moves from Step 8 (\$97,067) on the old guide to Step 10 on the new guide (\$100,000) on September 2, 2022

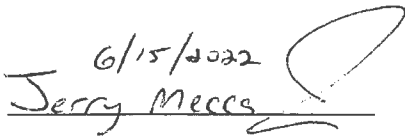
Moves to Next Step (Step 11 \$105,000) on Anniversary Date in 2023, and on anniversary date each year thereafter.

Krupa/Esposito/Larsen

Moves to new step 12 retro to January 1, 2022

Thereafter move to off guide rate on January 1 each year thereafter.

As modified and agreed on this date, June 15, 2022

6/15/2022

Jerry Mecca

FOP Lodge 140, Rank/File



Borough of Hightstown

Dimitri Mering
6/15/22.