

Resolution 2022-130

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

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

WHEREAS, the Borough of Hightstown and the Hightstown Superior 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, the Memorandum of Agreement has been reviewed by the Borough’s legal counsel, and 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 Superior Officers FOP 140-Fraternal Order of Police/New Jersey Labor Council;
 - b. Dimitri Musing, Borough Administrator; and
 - 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, SUPERIOR OFFICERS

Representatives of FOP Lodge 140, Superior 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 VII Grievance Procedure

A. Step 4

Add the following language at the end of the Section before the last two sentences:

(new language) The arbitrator shall be limited to the issues submitted to said arbitrator and he/she shall consider nothing else. 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. The cost of the Arbitrator's services shall be shared equally by both parties and each party shall bear its own costs.

C. *New*

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

B. Revised to add the following sentence at the beginning of section B:

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.

Article X: Compensation and Overtime

K. Add the following: *Accrual of compensatory time will be capped at 100 hours total. Officers with more than 100 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.

Section L. (NEW)

- L. *Officers will be eligible for the following off duty pay rates:*
 - (1) *Eighty-five (\$85) dollars per hour, with a minimum of four (4) hours pay, for all non-Borough /Board of Education activities/events.*
 - (2) *Eighty-five (\$85) per hour for all Borough and Board of Education related activities including, but not limited to, Borough infrastructure, repairs and or maintenance performed by a Borough retained contractors.*
 - (3) All off duty work will be scheduled and paid in accordance with the Borough Ordinance, 2-19:19.

Article XI. Salary and Wages

Salaries will be increased by three (3) percent on January 1 for each year of the contract beginning on January 1, 2022.

B Add language clarifying that the stipend is for temporary on-call status.

Add additional language;

In the event one or more of the Superior officers eligible for the stipend is on a leave of absence for more than thirty (30) days or in the event one of the positions is vacant for more than thirty (30) days, the remaining Superior officer(s) will receive an additional prorated share of the stipend that would otherwise be payable to the absent superior officer or the vacant position.

D. Will be Deleted in its entirety

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

The Borough agrees to the following perfect attendance incentive language:

- F. *Any superior 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 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 employee'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 attendance at the funeral and/or memorial service.*

Article XVIII Hospital and Medical Insurance

- C. Clarify that such examinations may take place once annually.

Article XXIV Conducting Union Business on Borough's Time (Revised)

Delete B as redundant with Article II C

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 alternate 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 one additional travel day in connection with a convention with such time, if granted, being either without pay or requiring the use of vacation, personal or compensatory time. Approval for such additional day for travel 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 Association's 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 its proper effectiveness.

Eliminate Article XXIV and renumber subsequent articles.

Article XXV Police Officers Bill of Rights

B.3. (d). Eliminate this section.

Combine (g) and (k). to read as follows: A superior employee 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.

E. 1. Delete.

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. Upon expiration of the term of this agreement all salaries will remain frozen at 2025 rates, pending completion of collective negotiations for a new 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

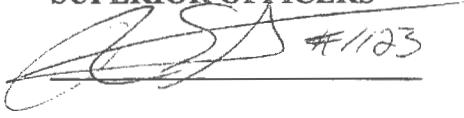
Article XXVIX ENTIRE AGREEMENT (New Article)

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, SUPERIOR OFFICERS UNIT and formal approval by the Borough's governing body.

FOR FOP LODGE 140

SUPERIOR OFFICERS

 #1123

FOR BOROUGH OF HIGHTSTOWN


Dimitri Musing, Borough Administrator