

BOROUGH OF BERNARDSVILLE AND PBA LOCAL 365 (SOA)
2024-2027 MEMORANDUM of AGREEMENT

The Borough of Bernardsville (Borough) and PBA Local 365 (SOA), the collective negotiations representatives for all Sergeants and Lieutenants, agree to the following terms to be incorporated in the parties' successor collective negotiations agreement (CNA). Unless otherwise stipulated below, all terms set forth herein shall be effective and otherwise retroactive to January 1, 2024.

1. **DURATION.** Four (4) years: January 1, 2024 - December 31, 2027.

2. ARTICLE X – COLLEGE INCENTIVE PROGRAM

Paragraph B (1) is amended as follows:

~~Notwithstanding anything to the contrary contained within this Agreement, the parties agree that an employee upon attaining 4 years of continuous service to the Borough, shall be compensated at the rate of \$18.00 per credit earned to a maximum of \$1800 for the calendar year of their eighth anniversary date.~~

Notwithstanding anything to the contrary contained within this Agreement, the parties agree that an employee, upon attaining 4 (four) years of continuous service to the Borough, who has earned the following degrees, shall be compensated as outlined below. In no case shall this compensation exceed \$2700 per year.

- i. Upon earning an Associate's degree, compensation of \$1,000;
- ii. Upon earning a Bachelor's degree, compensation of \$2,000;
- iii. Upon earning a Master's degree, compensation of \$2,700;
- iv. Officers who have earned college credits as of the date of this contract but have not earned a degree, shall continue to receive \$18 per credit up to a maximum of 100 credits. If and when the officer attains a degree, the compensation in subsections i through iii. shall apply.

3. ARTICLE XIV- COMPENSATION. Amended as follows:

Section A. Salary Guide is hereby replaced with the salary guide below:

SALARY GUIDE

	2024 - 4.85%	2025 - 3.5%	2026 - 3.5%	2027 - 3.5%
Sergeant	\$142,802	\$147,800	\$152,973	\$158,327
Senior Sergeant	\$150,905	\$156,187	\$161,653	\$167,311
Lieutenant	\$159,578	\$165,163	\$170,944	\$176,927
Senior Lieutenant	\$168,341	\$174,233	\$180,332	\$186,643

Section B. shall be amended as follows:

(7) Sergeants and Lieutenants performing outside work while off-duty shall be entitled to time and one-half (1½) of top step Police Officer hourly rate, and, upon execution of this contract, \$10 below the top officer's rate for non-profit organizations as appropriate. The Borough retains the discretion to determine the administrative fee for such assignments.

7. (b) When any job extends beyond the end time stated in the "Extra Duty Police Services Agreement, Application and Estimate for Service," and the officer continues his/her assignment, the additional time worked will be ~~billed in one hour increments at the rate of \$100.00 per hour~~ at two times the top step Patrol Officer's hourly rate for any part of the extra hour worked.

4. ARTICLE XVI - HOLIDAYS.

Section C. shall be amended as follows:

C. Each employee shall be entitled to ~~one (1)~~ two (2) personal leave days plus a ~~second~~ third personal leave day in lieu of Martin Luther King's birthday. These ~~two~~ three days shall be at the exclusive option of the officer requesting same.

Nancy Melod
Borough Administrator
3/12/24

LT. *[Signature]*
LT. JEFFREY MELITSKI
3/11/24

RESOLUTION #21-112
RATIFYING THE MEMORANDUM OF UNDERSTANDING FOR THE PBA LOCAL
365 SERGEANTS AND LIEUTENANTS CONTRACT FOR 2020 TO 2023

BE IT RESOLVED, by the Borough Council of the Borough of Bernardsville to approve the ratification of PBA Local 365 Sergeants and Lieutenants contract for 2020 to 2023 as noted on the attached Memorandum of Understanding.

I, Anthony Suriano, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held on May 10, 2021.

Anthony Suriano

**BOROUGH OF BERNARDSVILLE AND PBA LOCAL 365 (SOA)
2020-2023 MEMORANDUM OF AGREEMENT**

The Borough of Bernardsville (Borough) and PBA Local 365 (SOA), the collective negotiations representatives for all Sergeants and Lieutenants, tentatively agree to the following terms to be incorporated in the parties' successor collective negotiations agreement (CNA). Unless otherwise stipulated below: (1) all terms set forth herein shall be effective and otherwise retroactive to January 1, 2020 and applicable to any member who retired or otherwise separated from employment subsequent to December 31, 2019; and (2) all terms set forth in the 2012 - 2016 CNA and 2017 – 2019 Memorandum of Agreement (MOA) shall be retained, unchanged, in the parties' successor agreement.

1. **DURATION.** Four (4) years: 2020 - 2023.

2. **ARTICLE XI – CLOTHING ALLOWANCE**

Paragraph A. The annual uniform allowance shall be increased from \$500 to \$1,000.

3. **ARTICLE XII – SICK LEAVE.**

The PBA shall waive application of New Jersey's Earned Sick Leave Law.

4. **ARTICLE XIV – COMPENSATION.**

Paragraph A. The salary guides shall be calculated so as to reflect annual across-the-board increases of 2.5%. See Appendix A-1 attached.

Paragraph J. First, the side job hourly rate shall be increased from \$75 "for profit" to time and one-half (1 ½) of top step Police Officer hourly rate, effective no later than 60 days after ratification of this Agreement by both parties. The Borough retains discretion to determine the administrative fee for such assignments.

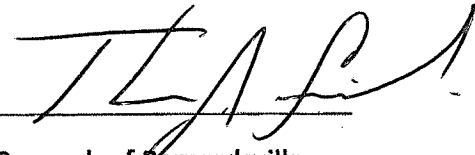
Second, subject to the approval of the Chief of Police, similar to officers assigned to 8-hour tours, all officers assigned to the Patrol Division shall be permitted to interrupt their shift so as to work a side job – without having to utilize any accrued leave – and then return to their assigned shift, provided they do not work more than 16 hours in the work day.

5. **ARTICLE XX – WORK SCHEDULES.**

Paragraph C. Effective upon the ratification of this Agreement by both parties, the start/end time of the Patrol Schedule shall be revised to: 6 AM to 6 pm (Day Shift) and 6 PM to 6 AM (Night Shift). However, the Borough shall retain the prerogative to revert back to the former 7 AM to 7PM/ 7PM to 7 AM to 7 PM if necessary to achieve a tangible managerial need or operational objective.

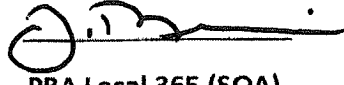
6. The SOA shall withdraw with pending "Chapter 78" grievances filed under PERC Docket Nos. AR-2020-319 and AR-2020-320.

The terms set forth above are tentative and subject to ratification by the Borough's Governing Body as well as the membership of the SOA.


Borough of Bernardsville

Date:

5/17/21


PBA Local 365 (SOA)

Date:

5/7/21

AGREEMENT
BETWEEN
BOROUGH OF BERNARDSVILLE
SOMERSET COUNTY, NEW JERSEY
AND
NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION
BERNARDSVILLE, LOCAL NO. 365
(SERGEANTS AND LIEUTENANTS)

JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

Prepared by:
David J. DeFillippo, Esq.
Detzky, Hunter & DeFillippo

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PREAMBLE

THIS AGREEMENT, made and entered into on the ____ day of _____, 2021 by and between the Borough of Bernardsville, in the County of Somerset, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Borough" or "Employer"), and The Superior Officers Association (sergeants and lieutenants) of New Jersey State Policemen's Benevolent Association, Bernardsville Local No. 365, (hereinafter referred to as the "PBA" or "Union").

WHEREAS, the PBA has been duly certified by the New Jersey Public Employees Relations Commission as the exclusive representative for purposes of collective negotiations with the Borough and the bargaining unit consisting of all police officers holding the rank of Sergeant and Lieutenant.

WHEREAS, the Borough and PBA have conducted negotiations regarding terms and conditions of employment for Sergeant and Lieutenant.

WHEREAS, the Borough and PBA believe that a written employment agreement embodying the terms and conditions of employment will assist to establish and maintain a harmonious employment relationship and result in efficient services for the benefit of the general public, the Borough and Police Officers.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
RECOGNITION

- A. The Borough recognizes PBA Local No. 365 as the representative for the purposes of collective negotiations of all Sergeants and Lieutenants employed by the Police Department, but excluding Special Police, Dispatchers, and all other employees of the Borough of Bernardsville.
- B. The titles of Sergeant and Lieutenants shall be defined to include the plural as well as the singular, shall include males and females and are synonymous with the word employees.

ARTICLE II

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. To establish the executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under New Jersey state statutes or any other national, county, or local laws or ordinances.

ARTICLE III

TRAVEL ALLOWANCE

- A. In the event an employee is required and directed to utilize private transportation to or from authorized business, then the employee shall be reimbursed by the Borough at the rate of thirty (\$.30) cents per mile.
- B. If an officer is attending a class lasting more than one day at a location no farther from the Borough than the State Police Academy at Sea Girt, and the officer is required to make a round trip back for a job-related purpose (including attendance at school) the Borough will pay mileage for private transportation at the above rates.

ARTICLE IV

NO-STRIKE AND NO-LOCKOUT PLEDGE

- A. During the term of this Agreement, the PBA agrees on behalf of itself and insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the Borough agrees that it will not cause any lockout.
- B. The PBA covenants and agrees that neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Borough. The PBA agrees that such action would constitute a material breach of this Agreement.
- C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any PBA member shall entitle the Borough to invoke any of the following alternatives:
 - 1. Withdrawal of PBA recognition.
 - 2. Withdrawal of dues deduction privileges (if previously granted).
 - 3. Such activity shall be deemed grounds for termination of employment of such employee or employees.
- D. Nothing contained in this agreement shall be construed to limit or restrict the Borough or the PBA in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by either party.

ARTICLE V

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.



ARTICLE VI

NON-DISCRIMINATION

- A. There shall be no discrimination by the Borough or the PBA against employees on account of race, color, creed, sex or national origin.
- B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the PBA or because of any lawful activities by such employees on behalf of the PBA. The PBA, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the PBA.

ARTICLE VII

DEDUCTIONS FROM SALARY

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the PBA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9e as amended. Said monies together with records of any correction shall be transmitted to the PBA by the fifteenth (15th) of each month following pay period in which deductions were made.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the PBA advising of such changed deduction.
- C. The PBA will provide the necessary "check-off authorization" form and the PBA will secure the signatures of its members of the forms and deliver the signed forms to the Borough Administrator. The PBA shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the PBA to the Borough or reliance upon official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA advising of such changed deduction.



ARTICLE VIII

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and full understanding and settlement by the parties of all bargainable issues and conditions of employment covering this bargaining unit. Neither party will be required to negotiate with respect to any such 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 times they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE IX

EMPLOYEE RIGHTS

- A. The employees covered by this Agreement will have all of the rights granted under this contract.
- B. In the event of mutually scheduled meetings at times and places agreeable to both parties to this Agreement, the Borough shall permit two (2) representatives of the Association if on duty to conduct grievance conferences, negotiating sessions and hearings during the business day at no loss to regular straight time pay.
- C. The Borough shall permit a delegate and two (2) alternates to attend a State PBA convention without loss of regular pay pursuant to State Law. The PBA shall provide the Borough thirty (30) calendar days notice of names of such delegates. If within thirty (30) calendar days prior to the convention, for any reason a delegate is unable to serve, the PBA shall not be allowed a substitute designee.
- D. A bulletin board shall be made available by the Borough in the Police Department locker room for use by the PBA. Only material authorized by the signature of the PBA President or an authorized representative (whose name shall be provided in writing to the Department Head upon the execution of this Agreement) shall be permitted to be posted, on such board.
- E.
- F. Employees shall receive five (5) calendar days notice of a change in shift assignment or duty assignment, except in the event of emergency as defined by N.J.S.A. 40A:14-134. If a change of chart pattern occurs which effects more than half of the contractual personnel, and the change is not required by unexpected termination or long-term unavailability of one or more personnel, fifteen (15) calendar days notice will be



required. In addition, the annual work schedule shall be released no later than September 30th of the preceding year.

G. No employees shall be disciplined, discharged or reduced in rank or compensation without just cause.

H. The State delegate of the PBA shall be permitted to attend monthly State Delegate meetings at no loss of pay on the following schedules:

1. If the delegate is scheduled to work the night shift (i.e. 7:00 P.M. to 7:00 A.M), he shall be released from duty at 4:00 A.M.
2. If the delegate is scheduled to work the day shift (i.e. 7:00 A.M. to 7:00 P.M.), he shall be released from duty for the entire shift.

ARTICLE X

COLLEGE INCENTIVE PROGRAM

- A. The Borough has adopted in Ordinance No. 471, as supplemented and amended, to provide for certain requirements for promotion in rank including the attainment of certain college credits in order to qualify for eligibility.
- B. The Borough recognizes the value of education in enabling the professional police officer to better carry out his duties and responsibilities.

The following standards are therefore established:

1. Notwithstanding anything to the contrary contained within this Agreement, the parties agree that an employee upon attaining 8 years of continuous service to the Borough, shall be compensated at the rate of \$18.00 per credit earned to a maximum of \$1,800 for the calendar year of their eighth anniversary date.
2. Payment for credits earned shall be included as part of the employee's annual base salary and provided within the employee's regular periodic paycheck (Example: \$1,800.00 shall be divided into twenty-six (26) regular bi-weekly pays and paid to the employee as part of the employee's regular base salary).
3. Promotion to Sergeant, Lieutenant, or higher grade shall require either of the following:
4.
 - (a) For Sergeant, ninety (90) credits and Lieutenant, one hundred twenty (120) credits, or,
 - (b) Bachelors Degree in Police Science, Public Administration, Public Safety, Criminology, Sociology or any degree related to the performance of public duties.



C. For a student who has matriculated in a program to achieve a degree as listed above, tuition and book reimbursement will be granted for any course which is required to obtain such a degree. There shall be no reimbursement for courses beyond a Bachelors Degree. The Police will cooperate in securing reimbursement under the State Law Enforcement Planning Act, or the Federal Law Enforcement Education Program.



ARTICLE XI

CLOTHING ALLOWANCE

- A. Effective January 1, 2020, the clothing allowance shall be \$1,000.00 per year
- B. Bulletproof vests shall become standard issue for all new officers upon hiring. The Borough agrees to replace three (3) bullet proof vests per year for our officers. The Borough mandates that the vests have ballistic capabilities of at least Threat Level II. The Borough agrees to pay the state contract price for the above mentioned vests, and if the officer wishes to exceed the style listed above, he will be responsible for the additional cost above the state contract price.



ARTICLE XII

SICK LEAVE

- A. Part-time and full-time temporary employees and non-staff are not eligible for sick leave benefits under this Article.
- B. A certificate from a physician designated by the Borough or the employee's physician, may be required as sufficient proof of the need for sick leave. In case of sick leave due to contagious disease or exposure to same, a certificate from a physician may be required before returning to work.
- C. For disability because of sickness or an accident each permanent full-time and permanent part-time staff employee is entitled to the disability benefit shown in the following table during the continuance of the disability:

Length of continued service at date of disability	100% Salary for	2/3 of Salary for	1/3 of Salary for
1st year	1 week	4 weeks	4 weeks
2nd year	2 weeks	6 weeks	8 weeks
3rd year	4 weeks	8 weeks	12 weeks
4th year	6 weeks	10 weeks	16 weeks
5th year	8 weeks	12 weeks	20 weeks
6th year	10 weeks	14 weeks	24 weeks
7th year	13 weeks	16 weeks	23 weeks
8th year	16 weeks	18 weeks	18 weeks
9th year	21 weeks	22 weeks	9 weeks
10th year or more of continued service	26 weeks	26 weeks	

Weeks refer to calendar weeks from the date of disability prorated for actual time out of work. Length of service means that completed at the time of disability occurs. Only full years of continuing service shall be considered (parts of years shall not be prorated). Weekly salary for part-time permanent staff employees



shall be the average payable over the then current year. Any payments shall be reduced by the amount of any Worker's Compensation received.

- D. A second period of disability is considered a new disability with benefits beginning anew at 100% of salary level if it arises from a different cause. If it arises from the same cause and there has been a period of three or more continuous weeks back at work after the first period of disability, the benefit payments shall commence at the 100% of salary level and follow the above schedule assuming the date of disability to be at the date of recurrence. In either case, the maximum number of weeks during which any benefit will be paid is reduced by the number of weeks benefit paid in the fifty two (52) weeks just preceding the date of disability. Borough approved leaves of absence, including leaves for Military Service, do not constitute a break in service.
- E. An employee who shall be absent on sick leave for six (6) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent on sick leave for period totaling eight (8) or more days in one (1) calendar year consisting of three (3) or more separate periods shall be required to submit acceptable medical evidence of his illness for payment for that period and for any additional sick leave in that year. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances at its expense.
- F. Each employee shall report to active duty after each illness or injury where the services of a physician were required only after first presenting the Borough Clerk and Department Head a final physician's statement indicating that he is again fit for active duty.

G.

- H. The appropriate authority reserves the right to require a medical examination at any time during disability at the expense of the Borough.
- I. Payment for disability due to sickness or accident shall not be allowed under the following conditions:
1. If the employee, when under medical care, fails to carry out the instructions of the attending physician,
 2. If, in the opinion of the Borough Examiner, the disability or illness is not of sufficient severity to justify the employee's absence from duty.
- J. Leave for ordinary dental care or for the services of any eye specialist for normal eye care do not qualify as a disability as such professional services are readily available outside of normal working hours.
- K. Any employee receiving disability payments who, in addition, qualify for payments under Worker's Compensation benefits, shall during the period he is receiving such benefits be entitled to no greater portion of his disability payments than the net difference between them.
- L. It shall be the responsibility of the employee to notify his supervisor of an absence due to illness as soon as is reasonably practicable. Failure to so notify may result in a forfeiture of such sick leave credit.
- M. Leave of absence as a result of injury or disability resulting from or arising out of employment:
- N.
1. When a full-time permanent Borough employee or part-time permanent staff employee shall be injured or disabled resulting from or arising out of his employment and such injury or disability shall be evidenced by the certificate of a



physician designated by the Mayor and Council of the Borough of Bernardsville to examine such person, the Mayor and Council of the Borough of Bernardsville shall by resolution pursuant to N.J.S.A. 40A:9-7 grant the injured or disabled employee a leave of absence with pay for a period not exceeding six (6) months. The employee shall not be charged any sick leave time for time lost due to the aforesaid injury or disability.

2. Prior to the passage of a resolution referred to in paragraph one (1) hereof, a contract shall be executed between the employee and the Borough setting forth that the employee shall reimburse the Borough from monies he may receive as Worker's Compensation, temporary benefits, or from possible legal settlement from judgment against, the person or persons responsible for the injury.
3. Bereavement clause amended and moved to Article XXI, page 39.

O. The SOA waives application of the New Jersey Earned Sick Leave Law.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement or physical working conditions, and may be raised by an individual or the PBA on behalf of an individual or individuals of the Borough.
2. The term "days" as used herein means calendar days.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

1. Grievance Step One – Immediate Supervisor

- (a.) An aggrieved employee or the PBA on behalf of an aggrieved employee or employees or the Borough shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance, and an

earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b.) The supervisor shall render a decision within five (5) days after receipt of the grievance.

2. Grievance Step Two – Department Head

(a.) In the event a satisfactory settlement has not been reached the employee or the PBA shall, in writing and signed, file his grievance with the Department Head within five (5) days following the determination at Step One.

(b.) The Department Head shall render a decision in writing within five (5) days from the receipt of the grievance.

3. Grievance Step Three – Borough Personnel Committee

(a.) In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination, the matter may be referred to the appropriate committee who shall review the matter and make determination within ten (10) days from the receipt of the grievance.

4. Grievance Step Four – Mayor and Council

(a.) In the event the grievance has not been resolved at Step Three, the employee or the PBA may in writing request a review of the matter by the Mayor and Council within five (5) days of the determination at Step Three.



- (b.) The decision of the Mayor and Council shall be rendered within thirty (30) days of its review. If the parties agree in advance to accept the results of advisory arbitration they may proceed to Step 5. If the Employer does not agree in writing within fifteen (15) days of the completion of Step Four to be bound then it shall be presumed that the Employer does not agree to be bound.

5. Grievance Step Five - Arbitration

- (a.) If the grievance is not settled through Steps One, Two, Three and Four, either party may refer the matter to the Public Employment Relations Commission for Arbitration within fifteen (15) days after the determination by the Mayor and Council. An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.
- (b.) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Council. In the event the aggrieved elects to pursue any other procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the parties shall share whatever costs may have been incurred by the chosen arbitration organization.
- (c.) The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement for an amendment or supplement thereto.

(d.) The costs for the services of the arbitrator shall be borne equally between the Borough and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. No response at any Step in this procedure by the Borough or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step.

E. Time limits may be extended by the parties by mutual written agreement.

F. The Borough reserves the right to file in writing a grievance on its behalf with the Executive Board of the PBA within ten (10) calendar days of becoming aware of the subject matter of said grievance. The Executive Board of the PBA shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance, and render a written determination within thirty (30) days of the conference. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance by the Borough.

ARTICLE XIV

COMPENSATION

- A. All existing employees covered by this Agreement shall be entitled to receive the base rate of pay for their position in accordance with the Sergeants & Lieutenants Salary Guide as shown below:

SALARY GUIDE

	2020 2.5%	2021 2.5%	2022 2.5%	2023 2.5%
Sergeant (0-1 years)	\$126,473	\$129,634	\$132,875	\$136,197
Senior Sergeant (1+ years)	\$133,649	\$136,990	\$140,415	\$143,925
Detective Sergeant *	\$135,449	\$138,790	\$142,215	\$145,725
Lieutenant (0-1 years)	\$141,330	\$144,863	\$148,485	\$152,197
Senior Lieutenant (1+ years)	\$149,091	\$152,819	\$156,639	\$160,555
Detective Lieutenant *	\$150,891	\$154,619	\$158,439	\$162,355

* Each employee governed by this Agreement and assigned to the Detective Bureau shall be entitled to a Detective Stipend of \$1,800 above the appropriate Sergeant or Lieutenant salary as reflected in the above salary guide.

B. Overtime

1. Sergeants - Each Sergeant shall be compensated at the rate of one and one-half (1 ½) times his regular base rate of pay for all time worked in excess of the regularly scheduled hours, including but not limited to situations where the officer



is held over from his regular tour of duty, he is required to work in an emergency, and for attendance in court while off duty.

2. Patrol Lieutenant, Detective Lieutenant/Sergeant - shall be compensated at the rate of one and one-half (1 ½) times his base rate of pay for all time worked in excess of regularly-scheduled hours, and approved by the Department Head.
3. In the event an officer is recalled to duty during his regularly scheduled time off and not subject to the continuation of a regularly scheduled shift, then the officer shall be compensated a minimum of two (2) hours pay at the time and one-half base rate of pay plus two (2) hours compensatory time off at time and one-half.
4. In the event an officer is eligible for overtime payments under this Article at the time and one-half rates, the officer may opt to take compensatory time off in lieu thereof at the rate of time and one-half providing the Lieutenant does not schedule his own overtime.
5. Lieutenants, Sergeants and Detective Sergeants when attending monthly staff meetings held with the Chief of Police will be compensated at compensatory time off at the rate of 1.5 hours per hour for the duration of the meeting when the meeting occurs at times other than their regularly scheduled hours
6. Compensatory time may be taken at the employee's discretion with the approval of the Department Head. Unused Earned Compensatory Time accumulated in the current calendar year must be used prior to May 31st of the following year.
7. Sergeants and Lieutenants performing outside work while off duty shall be entitled to \$75.00 per hour for "for profit" or \$64.00 per hour for "non-profit" organizations, as appropriate. Effective June 11, 2021, the \$75.00 "for profit" rate shall be increased to time and one-half (1 ½) of top step Police Officer hourly

rate. The Borough retains discretion to determine the administrative fee for such assignments.

- a. Show up pay for outside private overtime work while off duty shall be scheduled for a minimum of four (4) hours billed to the outside contractor. The officer assigned to work during that period shall receive a minimum of four (4) hours of pay for any portion of that time period worked. The start and end times shall be deemed according to mutually agreed upon times as stated in the "Extra Duty Police Service Agreement, Application and Estimate for Service," prior to an officer being assigned to that job, except in emergencies. The officer shall be paid for the full number of hours agreed upon in the "Extra Duty Police Services Agreement, Application and Estimate for Service," even if the officer works less than the agreed upon number of hours.
- b. When any job extends beyond the end time stated in the "Extra Duty Police Services Agreement, Application and Estimate for Service," and the officer continues his/her assignment, the additional time worked will be billed in one hour increments at the rate of \$100.00 per hour for any part of the extra hour worked.
- c. When any job extends beyond the end time stated in the "Extra Duty Police Services Agreement, Application and Estimate for Service," and the original officer assigned does not continue to work the extended hours, a replacement officer may be assigned to complete the job. When this occurs, the replacement officer shall



be compensated for a rate of \$100.00 per hour for any portion of the hour or extra hours worked.

d. Subparagraphs “a” through “c” above shall only apply to “for Profit” organizations, companies or individuals.

e. The Borough has the managerial prerogative to unilaterally amend the terms of the “Extra Duty Police Services Agreement, Application and Estimate for Service.”

C. Officers shall be paid bi-weekly in accordance with the usual Borough payroll practice.

D. Subject to the approval of the approval of the Chief of Police, similar to officers assigned to 8-hour tours, all officers assigned to the Patrol Division shall be permitted to interrupt their shift so as to work a side job – without having to utilize any accrued leave – and then return to their assigned shift, provided they do not work more than 16 hours in the work day.

E. In addition, administrative costs for the Borough will be added to the amount billed to the outside contractor.

ARTICLE XV

VACATIONS

- A. Employees who have been in the service of the Borough continuously for the preceding ten (10) months prior to January 1st of the current calendar year are entitled to two (2) weeks vacation with pay. New employees with less service shall be entitled to one (1) week of paid vacation provided that they have been employed for a period of at least six months.
- B. Those Officers working a twelve (12) hour shift schedule shall have one week vacation defined as forty-eight (48) hours. Those Officers working an eight (8) hour shift, five (5) days per week schedule shall have one week of vacation defined as forty (40) hours.
- C. Employees who terminate their service between June 1st and December 31st shall be paid for their unused regular or special vacation hours.
- D. Full-time employees shall be entitled on their service anniversary to Annual Special Days vacation with pay as follows:
1. Officers working a twelve (12) hour shift:

After four (4) years	24 hours
After seven (7) years	48 hours
After fourteen (14) years	96 hours
After twenty (20) years	144 hours
 2. Officers working an eight (8) hour/five (5) day shift:

After four (4) years	24 hours
After seven (7) years	40 hours
After fourteen (14) years	80 hours
After twenty (20) years	120 hours

Officers may take their Annual Special Days vacation beginning with the calendar year their anniversary date occurs.



- E. All vacation days must be taken prior to May 31st of the second year succeeding the year in which earned. Accumulation of vacation leave beyond May 31st of the second year succeeding the year in which earned may be permitted only by the appropriate authority with written notification to the Borough Administrator.
- F. An employee hired on or before the fifteenth (15th) day of the month shall be credited with a full month of service in computing vacation time.
- G. Vacations shall be scheduled by the Department Head in such manner as to insure adequate levels of personnel to operate such department efficiently.



ARTICLE XVI

HOLIDAYS

- A. Employees will be compensated at the base rate of pay for one (1) day for each of the following holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- B. The holiday benefits set forth in Paragraph A above shall be compensated and paid along with regular payroll in equal installments and used for all calculation purposes.
- C. Each employee shall be entitled to one (1) personal leave day plus a second personal leave day in lieu of Martin Luther King's birthday. These two days shall be taken at the exclusive option of the officer requesting same.



ARTICLE XVII

SEVERANCE PAY ON RETIREMENT

- A. All Sergeants and Lieutenants hired prior to October 14th, 2014 and who have been employed by the Borough for a minimum of twenty (20) years shall be entitled to compensation or retirement leave with pay, equivalent to one (1) week for each year of service less five (5). In the event service with the Borough has been non-continuous, the employee must have served the last five (5) years continuously up to the date of retirement to qualify for this benefit. At the discretion of the employee this compensation may be made in the form of one (1) payment or retirement leave with pay equivalent to the number of weeks so entitled.

ARTICLE XVIII

WORK IN HIGHER RANK

- A. In the event that an officer shall be assigned by the Department Head to perform the duties of a higher rank, the following shall apply:
1. The officer shall be eligible for compensation at the minimum base rate of the rank to which assigned, provided he works in that capacity for two (2) continuous work weeks.



ARTICLE XIX

HEALTH INSURANCE BENEFITS

- A. It is the intention of the Borough to maintain the existing level of health insurance benefits and the Borough guarantees, that in the event of a change of health insurance carriers, it will provide the same or substantially similar benefits to all employees.
- B. Health Benefits: Effective May 22, 2010, all employees eligible for and receiving health benefits shall contribute an amount equal to 1.5% of the employee's base salary. The 1.5% employee contribution referred to herein shall not be on top of any employee contribution required by law, but shall include any employee contribution required by law.
- C. The SOA shall withdraw with prejudice the pending "Chapter 78" grievances filed under PERC Nos. AR-2020-319 and AR-2020-320.

ARTICLE XX
WORK SCHEDULES

A. Work Period

The work schedule for all officers assigned to the Patrol Division shall operate on a twenty-eight (28) day work period. The work schedule for officers assigned to all other Bureaus, Divisions and Administration shall operate on a seven (7) day work period.

B. Non-Patrol

The work day for all shifts other than the Patrol Division shall consist of eight (8) hour shifts five (5) days per week totaling 40 hours per week. The specific hours of work and days shall be set by the Chief of Police or his designee for each of these employees on an individual basis.

C. Patrol

1. The Patrol Division will continue to utilize the schedule rotation commonly referred to as the "Pittman Schedule". Officers shall be assigned to four (4) patrol squads consisting of a minimum of three (3) officers per squad. A minimum of two officers shall be scheduled for patrol duty at any given time. (subject to the provisions of Article XX (D) below). Each patrol shift shall be Twelve (12) hours long, and shall have the following specific hours:

7:00 A.M. to 7:00 P.M. (Day Shift)

7:00 P.M. to 7:00 A.M. (Night Shift)

Effective May 10, 2021, the start/end time of the Patrol Schedule shall be revised to: 6 A.M. to 6 P.M. (Day Shift) and 6 P.M. to 6 A.M (Night Shift). However, the Borough shall retain the prerogative to revert back to the former 7 A.M. to 7 P.M. /7 P.M

to 7 A.M. if necessary to achieve a tangible managerial need or operational objective.

2. Officers will be normally scheduled for fourteen (14) shifts within the Twenty-Eight (28) day work period. Officers shall rotate from Dayshifts to Nightshifts every fourteen (14) days (i.e. two weeks of Dayshifts then two weeks of Nightshifts) subject to the provisions of Article IX, Section E.
3. Assignment of an officer to any modified shift times differing from above will be made on an as needed basis within the discretion of the Chief of Police or his designee, with the agreement of said officer.

D. Work Assignments

The current minimum patrol manpower of two officers on patrol at any given time will remain in effect. Nothing in this Article shall impact in any way the Chief of Police's authority and discretion to assign officers to a particular Squad, Bureau, Division or assignment, or to set staffing levels for a particular Division or Bureau.

E. Scheduled Compensatory Time

1. Officers assigned to the Patrol Division working the "Pittman" Schedule as set forth in Section "C" above shall receive "scheduled compensatory time" at the beginning of each year, dependent upon the total number of hours scheduled to work in a given year. This time is computed as straight-time for the specific number of hours the officer is scheduled to work in excess of 2080 work hours in a calendar year (i.e. officers scheduled for 2196 work hours for a given year are calculated to have 116 hours of scheduled compensatory time for that year).
2. Officers are required to utilize or schedule for use at least thirty (30) hours of their scheduled compensatory time by the end of each quarter (March 31, June 30,

September 30 and December 31). No scheduled compensatory time may be scheduled for use after November 30 of the current calendar year. Any scheduled compensatory time that remains as of December 1 shall be available for utilization between January 1 and May 31 of the following calendar year.

3. For the purposes of scheduling of compensatory days for training for 12-hour shift officers: Within five (5) days of the announcement of a training day(s), the officer and the Department shall mutually agree on a day off within the twenty-eight (28) day work cycle that the training day(s) is/are scheduled for. The mutually agreeable day(s) must be on a Monday thru Friday, excluding holidays and not create overtime on the date of the mutually agreed upon date.

F. Renegotiation of Work Schedules

1. The Chief in his sole discretion may initiate renegotiation of the terms of the schedule with the P.B.A. at any time, if he determines such change is necessary to ensure public safety and the effective management of the Department.
2. If such situation arises prior to the expiration of the existing contract, for the Chief of Police or his designee to renegotiate the aforementioned schedule of sections A through E of this Article, the Chief of Police or his designee must identify the problem areas in writing to President of the PBA. In the absence of the President any member of the PBA executive Board may be notified. The purpose of the notification shall be to inform the members of the local and attempt to correct said problem. If the problems identified have not been corrected within sixty (60) days of the first written notification by the Chief, the matter shall then go before the Public Safety Committee of the Borough Council. If within the



following thirty (30) days from escalation to this step the problem is not mutually resolved, the matter shall then go before binding arbitration. The arbitrator's decision shall only remain in affect until the expiration of the current contract. Once a new contract is negotiated and finalized, the new contract shall take precedence.

3. In the event the Department renegotiates and comes to an agreement of a schedule differing in any way from the aforementioned schedule of sections A through E of this Article, all terms and conditions will be signed into effect with the approval of both the Chief of Police and the PBA President or appropriate PBA representative. The agreement shall be listed as an appendix unto this contract. Any agreement shall only remain in affect until the expiration of the current contract. Once a new contract is negotiated and finalized, the new contract shall take precedence.



ARTICLE XXI

BEREAVEMENT LEAVE

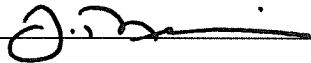
- A. In the event of the death of a spouse or child, each full-time permanent employee shall be entitled to two (2) weeks bereavement leave. The employee shall be entitled to three (3) days bereavement leave with pay for the loss of father, mother, brother, sister, grandparent, grandchild, or any other relative in the same household (not to exclude “Step”, “Half”, “Foster” or “In-Law”).
- B. The employee shall be entitled to one (1) day of bereavement leave with pay for the loss of relatives not listed above (i.e. aunt, uncle, etc.). This leave shall be taken in conjunction with funeral and or memorial services at the time of death. Such period of time shall not be charged to vacation, sick time, or calculated in any other way.
- C. All requests for bereavement leave shall be documented in writing on the appropriate department leave of absence request form indicating the number of days to taken and the relationship of the relative at it applies to this section.

ARTICLE XXII

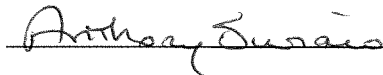
TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 2020 and shall remain in full force and effect to and including December 31, 2023.
- B. Negotiations for a new Agreement will commence pursuant to the Rules and Regulations of the Public Employment Relations Commission.

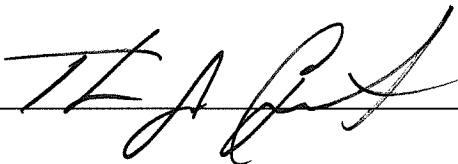
NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION
BERNARDSVILLE, LOCAL NO. 365

By:  12/10/21

ATTEST:



BOROUGH OF BERNARDSVILLE
SOMERSET COUNTY, NEW JERSEY

By:  1-20-22

ATTEST:

