

**RESOLUTION AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION PAULSBORO LOCAL NO. 122 (PBA) AND THE BOROUGH OF
PAULSBORO.**

RESOLUTION NO. 136.19

WHEREAS, the Borough of Paulsboro has negotiated a Collective Bargaining Agreement with the representatives of the New Jersey State Policemen's Benevolent Association Paulsboro Local No. 122 (PBA); and

WHEREAS, the PBA has ratified the negotiated contract with the Borough of Paulsboro; and

WHEREAS, the Borough of Paulsboro has accepted the terms negotiated; and

WHEREAS, the Mayor is authorized to execute the contract for the years commencing January 1, 2018 through December 31, 2022 (five year contract).

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Paulsboro accept the Collective Bargaining Agreement as set forth.

BE IT FURTHER RESOLVED that all necessary bargained for retroactive pay be calculated to July 1, 2019 and be paid in accordance with the nearest payroll period thereafter.

ADOPTED by the Borough Council of the Borough of Paulsboro at the Regular Meeting held on June 5, 2019.

ATTEST:



Gary C. Stevenson, Mayor



Kathy A. VanSchoy, RMC/CMC/CMR
Borough Clerk

AGREEMENT
BETWEEN
BOROUGH OF PAULSBORO
GLOUCESTER COUNTY, NEW JERSEY

AND

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION
PAULSBORO LOCAL NO. 122

JANUARY 1, 2018 THROUGH DECEMBER 31, 2022

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PREAMBLE

This Agreement is entered into on this _____ day of _____, 2019, by and between the Borough of Paulsboro, hereinafter referred to as the "Borough", and the New Jersey State Policemen's Benevolent Association, Paulsboro Local No. 122, hereinafter referred to as the "PBA" or the "Association", represents the complete and final understanding on all bargainable issues between the Borough and the Association.

ARTICLE I **RECOGNITION**

A. The Borough hereby recognizes the PBA as the sole and exclusive representative of all members of the Police Department which includes all Sergeants and Patrol Officers, but excluding the Chief of Police, Deputy Chief, Captain and Lieutenant for the purpose of collective negotiations with respect to terms and conditions of employment.

B. During negotiations for renewal of the Agreement, or for the execution of a new Agreement, authorized representatives of the PBA shall be excused from the normal duties for such period of negotiations provided that there shall be no more than three (3) authorized representatives so excused at any one time.

C. As a result of a majority vote of the PBA, the Police Benevolent Association Local #122 will be the sole agent for contract negotiations

ARTICLE II **MAINTENANCE OF STANDARDS**

A. The Borough and the Association agree that there shall be no discrimination against any police officer because of any protected categories under state or federal law or political affiliation.

B. There shall be no discrimination by the Borough or the Association against any police officer because of the police officer's membership or non-membership or activity or non-activity in the Association.

ARTICLE III **RETIREMENT**

A. The PBA shall retain all pension rights as police officers under New Jersey Statute.

B. Police officers retiring on either full special pension as defined by the Police and Firemen's Retirement System or disability pension as defined by the Police and Firemen's Retirement System shall be paid for all accumulated holiday and vacation pursuant to Article V.

Holidays and Article XVI, Vacations, Section 4D; said payments computed at the rate of pay based upon the base annual compensation due and owing during the last year of his employment prior to the effective date of his retirement.

C. A police officer retiring from the Borough Police Department shall be entitled to be paid or given paid leave for sick leave accrued up to a maximum of thirty-two per cent (32%) of twelve hundred (1200) hours, for a total of three hundred eighty-four (384) hours at the current rate of pay.

D. Police officers intending to retire shall give sixty (60) days prior notice to the Chief of Police, Mayor and Council.

E. Borough shall continue to pay provide and pay premiums for health care plan in effect at the time of the signing of this contract, including Delta Dental with dependents, or the premiums for an equal health plan at the option of the police officer for a police officer retiring after twenty-five (25) years or more service or retiring because of a disability. Those plans (health, prescription and dental) shall continue until the retiree is eligible for Medicare, at which time retirees shall be switched to a Medicare Advantage Plan, with 20% RX Prescription Plan, with the Borough reimbursing all Medicare Part B premiums. If the "twenty (20) and out" pension is approved, benefits as stated will be paid by the Borough after twenty (20) years.

ARTICLE IV **LEAVE OF ABSENCE AND OTHER LEAVE**

A. Where any police officer is a member of the National Guard Unit or any reserve unit of the Armed Forces of the United States and is required to engage in field training or to attend weekly drill meetings, he shall be granted a leave of absence with pay for the period of such training or meeting. Such leave of absence shall not affect his vacation. The pay period following his return from such leave of absence, the Borough will pay him an amount which when totaled with his military pay will equal his regular pay for such period of time served on leave.

B. Time off necessary to arrange for and attend funeral services shall be granted to police officers based upon the following schedule:

1. Bereavement Leave --

a. In the case of a death in the immediate family of the employee, the employee will be given up to five (5) working days leave of absence with pay. Immediate family members shall include: spouse and children, civil/domestic partner, mother or father, grandchildren, stepmother, stepfather, and legal step children.

b. In the case of death in the family of the employee, the employee will be given

up to three (3) working days leave of absence with pay. Family members shall include: father-in-law, mother-in-law, grandparent, sister, or brother and spouse's grandparents.

- c. In the case of a death in the other family of the employee, the employee will be given up to one (1) working day leave of absence with pay. Other family members shall include: aunts, uncles, nieces, nephews, son-in-law/daughter-in-law of employee; and sister-in-law/brother-in-law of th employee.
- d. Upon application and approved by the Police Chief, additional bereavement leave time may be granted pursuant to this Article where circumstances justify such an extension; however, the extended time will utilize sick, personal or vacation time of that individual.

C. **Leave Without Pay** – The Borough, on the request of a police officer and after reasonable notice, may grant a six (6) month leave of absence without pay to said police officer. Said request shall be in writing and shall be signed by the police officer. No police officer shall be required to take a leave of absence without the written consent of said police officer. No police officer shall be permitted to take a leave of absence without the written consent of Mayor and Council. Such consent will be withheld for good cause and police officer will be notified of such in writing.

D. 1. A police officer shall be granted one hundred twenty (120) hours of paid sick leave per year. Provided he does not use any sick time in the course of six (6) months, that police officer shall be paid a two hundred fifty dollar (\$250.00) bonus. Probationary police officers are not entitled to a bonus for sick time for any six (6) month period in which a portion may have been spent while on probation. The bonus periods shall be January 1 to June 30 and July 1 to December 31. Unused sick leave shall accumulate during each year to continuous service up to two thousand eighty (2,080) hours.

2. Since all of the time in this Agreement has been converted to hours, the following schedule shall be used to determine accumulated sick time for all police officers.

Prior to 1985	days x 8 hours
1985 - 1986	days x 12 hours
After 1986	120 hours/year

E. **Use of Sick Leave** 1. Sick leave may be used by any police officer for personal illness. A physician's certificate will be required in the event that the police officer's illness causes his absence for three (3) or more consecutive days. If a police officer has had three (3) absences for illness during one (1) calendar year, each succeeding absence for illness shall require a physician's certificate in order for said police officer to be compensated for that absence, and it shall be filed with the Chief. If a police officer is ill on the work day prior to, the day of, or the day following a

holiday, said police officer must provide the Chief with a physician's certificate to receive his day for said absence.

2. A physician's certificate will be required if an illness occurs on the last working day before a vacation, emergency or personal day, or if an illness occurs on the first scheduled work day after a scheduled vacation, emergency or personal day.

3. Physician's certificates are to be general as to the nature of the illness so as not to violate HIPAA.

4. A physician shall be defined as an MD, DO, DDS, DMD, or PhD psychologist.

5. Certificates will not be accepted from chiropractors.

ARTICLE V **HOLIDAYS**

A. 1. Each police officer shall be entitled to thirty-six (36) hours of emergency leave such as, but not limited to, emergencies, religious holidays and other such situations. The approval of emergency days is not dependent on shift staffing levels. The Chief of Police or acting Chief may, however, deny the use of an emergency day on any holiday listed in Schedule A if this request is deemed not to be a bona-fide emergency regardless of staffing levels. This decision is the sole discretion of the Chief. Each police officer shall be paid time and a half (an additional .05 of the officer's hourly rate) for all hours worked for any holiday listed on Schedule A.

2. Each police officer shall also be entitled to twelve (12) hours personal leave which is dependent on shift staffing.

3. Requests for both emergency and personal leave must be submitted to the Chief.

4. Probationary police officers are not entitled to either emergency or personal days.

ARTICLE VI **WORK WEEK**

A. The Borough shall not, without consultation with the PBA and without giving twenty-eight (28) days' prior notice, effect any change in work week except in an emergency as reasonably determined by the Chief of Police, the Mayor or the Borough Council. Work week is defined to mean that period of hours worked during the normal week, as well as shift work, so that the Borough

would give notice if any change was intended as to hours, number of hours worked or designation of hours worked.

B. Administrative failure on behalf of the Borough due to negligence or inadvertence, in scheduling which results in a police officer's change in work week shall result in four (4) additional hours of pay for said police officer for the first day of the change in work week.

ARTICLE VII

GRIEVANCE PROCEDURE

A. The term "Grievance" as used in this Article shall mean a complaint by a member of the bargaining unit against the Borough alleging a failure to comply with any of the provisions of the Agreement and/or concerning the meaning or application of any of the terms of this Agreement or any interpretation, application or violation of policies, agreements, and administrative decision which affect the terms and conditions of their employment. The following grievance procedure constitutes the sole and exclusive method for resolving grievances between the parties and shall be followed in its entirety unless any step is waived by the mutual consent of the parties:

Step One: The aggrieved police officer or his representative shall institute a grievance under the provisions of this Article, in writing, within ten (10) days of the occurrence of the alleged infraction. A good faith effort shall be made to settle the dispute between the PBA and the Chief of Police. Failure to file the grievance within ten (10) days of its occurrence shall be deemed an abandonment of the grievance. The PBA representative shall meet with the Chief of Police and discuss the grievance with him/her, informally. The Chief shall render his written decision within five (5) days after the discussion of the grievance with the PBA representative. Failure to render a written decision within five (5) days shall permit the PBA to automatically move to Step Two. For purposes of computation, the five (5) days mentioned herein shall be five (5) administrative working days which are Monday through Friday. Further, if any holiday(s), sick day(s), vacation day(s) or bereavement day(s) falls within that five (5) day time span, said day(s) shall not be counted as part of the five (5) day time span.

Step Two: In the event that the grievance has not been resolved at Step One, the PBA shall, in writing and signed, file the grievance with the Borough Council. The Borough Council and the PBA shall meet to discuss the grievance within fifteen (15) calendar days of the filing of said grievance at this Step. The Borough Council shall supply a written decision to the grievance within five (5) calendar days of the meeting. If the meeting does not take place within the time frame set forth above or if written decision is not forthcoming within five (5) days of the meeting, the grievance is deemed to be denied and it may progress to Step Three.

Step Three: 1. In the event that the grievance has not been resolved in any of the steps set forth above, the matter may be referred to arbitration. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party within ten (10) calendar days following the termination of Step Three. The arbitration petition shall be filed with the Public

Employment Relations Commission (PERC) and the hearing shall be conducted in accordance with the rules and regulations of that agency. The cost of the arbitrator shall be borne equally by the parties. The decision of the arbitrator shall be final and binding upon the parties. Each party shall bear the expenses for the presentation of its case, including the pay of any witness who may testify and thus not be able to attend his/her scheduled work appointment.

2. The time limits set forth above may be extended in writing by the mutual consent of the parties.

3. The PBA representative shall have the right to be present at all steps of the grievance procedure. In the event that he/she is present during his/her scheduled working hours, he/she shall suffer no loss of pay. The presence of said PBA representative shall not result in the incurring of an overtime liability to the Borough.

B. The Borough and the Association hereby agree that matters involving departmental charges that are of minor discipline in nature, consisting of a suspension of five (5) days or less, against an Association member, shall be granted the opportunity to present the matter for final hearing and determination to the Public Employment Relations Commission for binding arbitration.

ARTICLE VIII **EDUCATION**

A. **Non-Police Academy Schools** – Police officers of the Department enrolled at an accredited college or community college will receive the sum of Two Hundred (\$200.00) Dollars upon the completion of each earned three (3) credit course toward a degree in Police Science or any police related field of study and upon presentation to the Borough of evidence that the police officer has received a course credit of “C” or higher. However, no payment shall be made unless the police officer shall give in writing to the Council the exact intent of the courses to be taken and the place of instruction by December 1 of the previous year to Council so they can adequately budget for these expenses. Any police officer who attends said school shall be assigned a duty tour which will enable him to attend classes regularly and with as little interruption as possible provided that this can be done using the work schedule currently in use at the time of the attendance of such school as determined by the Chief of the Department. This section shall be so construed as to indicate willingness on the part of the Borough and the Chief of the Department not to discourage continued education in the field of law enforcement and the specialized areas thereof. A police officer must continue to serve on the force for two (2) years after payment. If a police officer voluntarily terminates his employment within two (2) years of the completion of a semester for which he has been paid, he shall reimburse the Borough for monies received for schooling during the preceding two (2) years, prior to termination.

B. **Police Academy and Technical Schools** – Any police officer attending a Police Academy or any other Police Training Academy recognized by the New Jersey Police Training

Commission, with the permission of the Chief of the Department, shall be compensated straight time pay to complete the course.

C. **Degree Compensation** – Any police officer who holds the Associate's degree in Police Science or any police related field of study shall be compensated at the rate of \$867.91 increased to \$900 as of January 1, 2020. Any police officer who holds the Bachelor's Degree in Police Science or any police related field of study shall be compensated at the rate of \$1,093.14, increased to \$1,100 as of January 1, 2020. For all police officers hired after January 1, 1994, a police related field of study will be defined as a degree in police science, law or criminal justice. Payments made pursuant to this section shall be made on or about the first day of December of each calendar year. Police officers cannot claim both rates of compensation. Effective January 1, 2013, all compensation for having attained an Associate's Degree or Bachelor's Degree in police science law, or the criminal justice field of study, shall be included in the officer's base salary.

D. Upon a police officer's separation from the Police Force, payment to the police officer for the degree compensation shall be pro-rated based upon the percentage of time employed during the year prior to the date of separation.

ARTICLE IX **REIMBURSEMENT FOR EXPENSES**

A. **Meals** – Meals shall be paid for by the Borough when approved by the Chief in connection with an assignment. Reimbursement for meals shall include an additional payment of ten percent (10%) of the amount presented for reimbursement as a tip.

B. **Mileage** – Mileage on a personal vehicle shall be reimbursed at the IRS rate if the Department determines that such transportation or use of a personal vehicle is necessary and does not provide transportation or a Borough vehicle. Such mileage shall be computed from the Borough Police Headquarters and returning to same.

C. **Legal Expenses** – If any police officer is charged with a violation of the law as a result of acts committed by him while on duty, the Borough shall reimburse the police officer for the services of the attorney selected to represent him. The Borough will also have the right to instruct the Borough Solicitor to act as co-counsel with the attorney selected by the police officer subject to any ethical limitation or conflicts of interest. The Borough will also have the right to receive notice of the projected cost of representation and to negotiate directly with the attorney selected by the police officer as to the reasonableness of the legal expenses.

D. **Reimbursement for K-9 Care** – Any police officer required during the course of his duty to care for a "K-9" dog at home shall be entitled to: One thousand two hundred dollars (\$1,200.00), one-half of said compensation to be paid on or about May 1 and the balance thereof to be paid on or about December 1.

E. **Indemnification** – The Borough agree to provide coverage for the indemnification of employees charged with acts committed while on duty through the Joint Insurance Fund or, if the Borough is no longer a member of the Joint Insurance fund, through another source, in an amount no less than One Million Dollars (\$1,000,000.00).

F. **Reimbursement** – Reimbursement as provided in this Article will be made as soon after presentation of the expenses to the Borough as is reasonable to allow time that such reimbursement can be included in the subsequent pay period.

ARTICLE X **CLOTHING**

A. **Clothing** –

a. Full Time Officers

- i. January 1, 2018 - December 31, 2019 – The Borough agrees to annually provide uniforms and accessories (badges, name plates, etc.) and one pair of shoes and one pair of boots for all uniformed officers.
- ii. January 1, 2020 - December 31, 2022 – Each full time officer, excluding probationary officers, shall receive a clothing allowance of \$575 to spend for clothing, including shoes and boots. The clothing, shoes, and boots shall be chosen from a qualified list provided by the Police Administration. The list shall be provided no later than March 31st in any given year.

b. Detectives/Investigators

- i. January 1, 2018 - December 31, 2019 – Detectives shall receive \$542.50 in additional clothing allowance for civilian attire or associated costs such as dry cleaning. The allowance may be prorated should the officer not be placed/continue in the Detective position for an entire year.
- ii. January 1, 2020 - December 31, 2022 – Detectives shall receive \$575 in clothing allowance. The allowance may be prorated should the officer not be placed/continue in the Detective position for an entire year. Detectives shall receive \$542.50 in additional clothing allowance for civilian attire or associated costs such as dry cleaning. The allowance may be prorated should the officer not be placed/continue in the Detective position for an entire year.

- iii. Any permanent officer assigned to duties in the Detective/Investigative unit as a Detective/Investigator shall be permitted to purchase, and shall be reimbursed for, civilian attire equal to receiving four additional uniform items. In no instance shall a police officer receive both the four additional items and the civilian attire stipend in the same calendar year.

B. 1. For probationary officers, the Borough shall not be required to make a full and complete issue of clothing. During the probationary period, the probationary police officer will receive those items of clothing which the Chief of Police deems adequate. However, those items of clothing issues shall be clean and serviceable. At the conclusion of a police officer's probationary period, said police officer shall receive the balance of his initial issue of clothing which will bring his initial issue to the following: five (5) shirts-summer, five (5) shirts-winter, one (1) pair of galoshes (or rubber overshoes), five (5) pair pants, two (2) pair shoes, one (1) overcoat, four (4) badges, one (1) rain coat, two (2) clip-on ties, two (2) name plates, plus three (3) sets of insignias of rank and office. For example, if while on probation a police officer was given three (3) pair of pants, he will be entitled to two (2) additional pair of pants at the conclusion of his probationary period.

2. Probationary officers are not entitled to the annual issue of four (4) items of clothing in any year in which a portion of which was spent while on probation.

3. Each permanent police officer shall receive four (4) additional items (shirts or pants at the police officer's choice) per year from January 1, 2018 through December 31, 2019.

C. The Borough shall purchase and issue fifty (50) rounds of the current type of ammunition used and approved by the Chief of Police twice per annum after each range qualification that results in a passing status.

D. Hardware items, such as handguns, holsters, belts and straps, handcuffs, chemical and baton (when required by the Chief of Police), etc., shall be supplied by the Borough.

E. Police officers shall carry a double magazine pouch equipped with two (2) magazines.

F. The Borough agrees not to change the basic uniform or any portion thereof currently utilized by police officers without providing the necessary monies for the purchase of such new items in addition to the clothing allowance and clothing issue provided for by the Agreement.

G. Clothing or equipment which is no longer serviceable shall be presented to the Borough and replaced upon the determination of the Chief of Police that said clothing or equipment needs to be replaced.

H. Police officers shall be provided with proper equipment. The Borough agrees to conform to all manufacturing dealing with warranty and maintenance requirements with regard to equipment except in emergency situations. The Borough also agrees that it will immediately attempt to effect repairs to police vehicles so as to prevent injury or loss of life due to faulty equipment.

ARTICLE XI **COURT TIME**

The Borough agrees that time spent in Court as a result of cases which arise out of police functions while in the line of duty shall be considered as working time. The police officer must present certification to verify time spent in Court such as stamped subpoena or a time slip signed by the Clerk of the Municipal Court.

ARTICLE XII **OVERTIME PAY**

A. **Rate of Pay** – Effective the first full twenty-eight (28) day schedule block after the execution of this contract, straight time shall be paid for any overtime worked that results in the total hours worked in a twenty-eight (28) day schedule block not exceeding one hundred seventy-one (171) hours. Any overtime that results in an excess of one hundred seventy-one (171) hours being worked in a twenty-eight (28) day schedule block shall be compensated at one and one-half (1½) times the established hourly rate. An exception to this is overtime hours worked in conjunction with a grant (i.e. Federal Cops More, DWI, etc.). If overtime hours are incurred with a grant, the police officer will get paid the set pay pursuant to the grant. Prior to the first full twenty-eight (28) day schedule block after the execution of this contract, overtime shall be paid to all police officers at one and one-half (1½) times the established hourly rate. Also prior to said date, the first three (3) hours of court time per twenty-eight (28) day block shall be considered straight time and any court time over three (3) hours shall be paid at one and one-half (1½) times the established hourly rate.

B. **Payment** – When a police officer has worked overtime, the information shall be supplied to the Payroll Clerk by the Chief of the Department according to established rules and within a reasonable time so as not to hold up payment for more than one (1) pay period. Overtime shall continue to be calculated as it had been calculated in the contract which ran from January 1, 2014 through December 31, 2017.

C. **Payment for Meals** – Any police officer who works more than four (4) hours overtime after having completed his normal tour of duty shall be paid for one (1) meal, that payment to be ten (\$10.00) dollars if purchased at a restaurant, otherwise to be eight (\$8.00) dollars.

ARTICLE XIII
EXCHANGE OF HOURS OF DUTY

Exchange of hours of duty by a police officer may be granted by the Chief of Police provided that such an exchange will not result in any police officer who has engaged in such exchange working in excess of sixteen (16) hours in any twenty-four (24) hour period. This shall not result in payment of overtime and it is not intended that overtime be paid solely because of the operation of this Article of the Agreement.

ARTICLE XIV
SERVICE RECORDS

A. Each police officer shall be entitled to inspect his service records (personnel file) upon request between the hours of 9:00 a.m. and 4:00 p.m. each work day. The Borough agrees to notify in writing any police officer when derogatory materials are placed in his service record.

B. After a police officer has been duly notified in writing of any derogatory material that has been placed in his service record, he shall have the right to file a request for grievance in accordance with the steps outlined in Article VII of this Agreement, requesting this material be removed from his file. The police officer requesting the grievance procedure shall set forth in detail the reasons that he believes the materials should be removed from the file. Material can be removed from the police officer's file only if the material was improperly placed in his file.

C. The final determination as to a grievance, whether by agreement or by decision as set forth in Steps One through Three of Article VII shall be inserted in the police officer's personnel file. Any records, documents or other material determined to be placed inappropriately in the police officer's personnel file and placed in a separate permanent folder to be entitled "Expunged Records and Documents", which folder shall be maintained in the custody of the Chief of Police. A copy of the Final Determination shall be attached to each expunged record or document. The original of the Final Determination shall be placed in the police officer's personnel file. No expunged document shall be used or considered for the purpose of any police officer evaluation.

D. With respect to any derogatory materials that have been placed in an police officer's file prior to the signing of this Agreement, each police officer will have the right, within thirty (30) days, to request the Chief of Police to remove those derogatory materials from his file. If the Chief of Police, in the exercise of his office, feels that any matter should be removed, it shall be stricken from the police officer's file and shall not be considered a part thereof. If the Chief of Police elects not to remove any derogatory materials from an police officer's file, he shall notify the police officer, in writing, and within ten (10) days thereof the police officer shall have the right to file a grievance to determine whether or not said derogatory materials should be stricken, in a similar procedure as set forth in Steps One through Three of Article VII.

E. Every police officer who inspects his service records (personnel file) shall be required to duly note the date, time and place of the inspection by affixing his signature on the file with this information or upon such form as the Chief of Police may establish for this purpose.

ARTICLE XV **RETENTION OF BENEFITS**

The Borough agrees that all benefits, terms and conditions of employment relating to the status of the PBA not covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of commencement of collective negotiations leading to the execution of this Agreement.

ARTICLE XVI **VACATIONS**

A. **Earned Vacations** – All police officers of the PBA shall be entitled to vacations based upon the length of time employed as herein provided.

B. **Earned Vacations** - January 1, 2018 - June 30, 2019

Less than one year of service	8 hours per month worked
1 to 5 years of service	256 hours
5 to 10 years of service	288 hours
10 to 15 years of service	320 hours
15 to 20 years of service	344 hours
Over 20 years of service	384 hours

Earned Vacations – July 1, 2019 - December 31, 2019

Pursuant to the Article XIII, Holidays within, each officer shall receive an additional 1-day (12 hours) worth of vacation time to compensate for Election Day which is no longer considered a Borough holiday.

Less than one year of service	8 hours per month worked
1 to 5 years of service	268 hours
5 to 10 years of service	300 hours
10 to 15 years of service	332 hours
15 to 20 years of service	356 hours
Over 20 years of service	396 hours

Earned Vacations – January 1, 2020

Pursuant to the Article XIII, Holidays within, each officer shall receive an additional 1-day (12 hours) worth of vacation time to compensate for Lincoln's Birthday which is no longer considered a Borough holiday. Annual vacation leave shall now be as follows:

Less than one year of service	8 hours per month worked
1 to 5 years of service	280 hours
5 to 10 years of service	312 hours
10 to 15 years of service	344 hours
15 to 20 years of service	368 hours
Over 20 years of service	408 hours

C. 1. Included in earned vacations are the thirty-six (36) hours emergency leave and twelve (12) hours personal leave mentioned in Article V, Section 2.

2. Included in the aforementioned vacation days for Sergeants and Patrol Officers is one hundred four (104) hours which shall be accumulated by said Police Officers during the calendar year.

D. **Pay During Vacations** – All vacations shall be granted to established annual salary rates.

E. **Scheduling Vacations** 1. The following procedure shall be used to select vacations. The first seventy-two (72) hours of vacation time will be posted by rotation with the senior most man scheduling seventy-two (72) hours of vacation with the next senior man posting seventy-two (72) hours of vacation and so forth. Once this rotation has been completed and all police officers have scheduled their first seventy-two (72) hours of vacation time, the balance of the vacation time shall be scheduled with priority given by rank and time in rank. All vacations must be posted by March 11.

2. The number of police officers who may be on vacation at the same time shall be determined by the Chief of Police.

3. Vacation time must be taken in the year earned. When vacation time is deferred by the Borough for any reason other than the fact that such period has previously been granted in accordance with Section 1 of this Article, the police officer shall be entitled to utilize such vacation at a later period in the same calendar year or to be paid for same.

4. At the beginning of each calendar year, the Borough provides the police officer with, up front, an entire year of vacation time based upon the vacation hours set out in Article XVI. Except for those police officers retiring with at least twenty-five (25) years of service, upon a police officer's separation from the Police Force, before the end of a calendar year, the Borough will calculate the actual vacation time that the police officer is entitled to, based upon the amount of days actually employed with the Borough. That formula will then represent the police officer's

true vacation day entitlement for the calendar year. If the police officer has not taken the actual total vacation day entitlement, upon separation, the police officer will be compensated for the balance of vacation days the police officer is entitled to, based upon the pro ration of days worked. Conversely, if the amount of vacation actually taken during the year exceeds the entitlement based upon the pro ration of the year, the police officer will be responsible to reimburse the Borough for time taken to which they were not entitled. This adjustment will be taken out of other separation payments.

5. The pro ration of vacation days that a police officer receives upon separation, as set forth in section D above, shall not apply to police officers retiring with twenty-five (25) or more years of service except for those one hundred four (104) vacation hours that are accumulated during the calendar year as set forth in this Article, Section 2. The police officer can utilize his/her entire vacation allotment (less the aforementioned one hundred four [104] vacation hours that are subject to pro ration) for the year or at time of retirement be entitled to be paid for the balance of their unused vacation.

F. **Designation of Vacation Time** – If a police officer is unable to take all of their vacation time due for a calendar year due to a cancellation of said vacation time caused by the police officers sickness or injury, a police officer may designate, by a deadline of December 1, a maximum of forty (40) hours vacation time that was so cancelled toward the next year's vacation time or toward the next year's sick leave time. Only vacation time or sick leave time are eligible for such designation (a police officer may not designate hours for future personal leave, etc.) and once a police officer so designates future time, such designation must be adhered to under penalty of the loss of said forty (40) hours.

ARTICLE XVII **SALARIES**

A. 1. Commencing in July of 2019, the Borough will pay each police officer on Friday (unless a holiday), on a biweekly basis, a salary check equal to 1/26th of the police officer's annual salary, with the exception being those years containing twenty-seven (27) pays. In those instances, the Borough will pay each police officer a salary check equal to 1/27th of the police officer's annual salary. Said pay day for each police officer shall be upon each and every other Friday throughout the year with the only exceptions being holidays.

2. Payments for a period of vacation may be made on special request of the Payroll Clerk with the approval of the Chief of Police who will certify the date of vacation with the Payroll Clerk.

B. 1. Effective January 1, 2018, salaries shall be paid according to the following schedule :

COMPENSATION RETROACTIVE
January 1, 2018 through June 30, 2019

	2017	2018 (2%)	January 1 to June 30, 2019 (2%)*
Sergeants	\$87,786.31	\$89,542.04	\$91,332.88
Senior Officers	\$81,510.33	\$83,140.54	\$84,803.35
STEPS			
Step 1	\$81,510.33	\$83,140.54	
Step 2	\$78,395.68	\$79,963.59	
Step 3	\$75,278.91	\$76,784.48	
Step 4	\$72,160.02	\$73,603.22	
Step 5	\$69,042.19	\$70,423.03	
Step 6	\$65,925.42	\$67,243.93	
Step 7	\$62,808.66	\$64,064.83	
Step 8	\$59,691.89	\$60,885.73	
Step 9	\$55,513.91	\$56,624.19	
Step 10	\$53,458.35	\$54,527.52	
Step 11	\$42,448.32	\$43,297.29	

**2018 and January 1 to June 30, 2019 does not include longevity or college. Salary for 2019 prorated for half a year.*

2. All police officers hired after January 1, 2019 shall be paid according to the following schedule:

COMPENSATION
January 1, 2020 through December 31, 2022

Education				
		Base	Assoc.	College
SERGEANTS	2022	\$97,000	\$97,900	\$98,100
	2021	\$95,250	\$96,150	\$96,350
	2020	\$93,250	\$94,150	\$94,350
	2019	\$91,332.88		
SENIOR OFFICERS	2022	\$90,000	\$90,900	\$91,100
	2021	\$88,500	\$89,400	\$89,600
	2020	\$86,500	\$87,400	\$87,600
	2019	\$84,803.35		
Step 1		\$83,000	\$83,900	\$84,100
Step 2		\$80,000	\$80,900	\$81,100
Step 3		\$77,000	\$77,900	\$78,100
Step 4		\$74,000	\$74,900	\$75,100
Step 5		\$70,000	\$70,900	\$71,100
Step 6		\$63,000	\$63,900	\$64,100
Step 7		\$57,000	\$57,900	\$58,100
Step 8		\$43,300	\$44,200	\$44,000

3. All salary adjustments noted on the above salary schedules shall be effective as of January 1st of each year, except step movement, inclusive of movement to Senior Officer, upon completion of steps, shall occur on the Officer's anniversary date.

4. These salary schedules are exclusive of longevity, which shall be added to and included in base salary for each ranked position, according to the longevity payments set forth in Schedule "B", and paid biweekly in accordance with the Borough's regular payroll practices.

C. Base salary for the purpose of this Agreement shall be the highest salary that a police officer is duly authorized to receive at the beginning of each calendar year. Salaries for the police officers shall be paid in accordance with the above salary schedules.

D. **College Credit:** College credit shall be added to the base salary for all purposes in accordance with the Borough's regular payroll practices for all members of the bargaining unit. As of July 1, 2019, college credit shall be reflected in the starting salaries of any police officer hired on or after July 1, 2019. As of January 1, 2020, all college credits will be applied to the base salary in accordance with the Steps indicated above.

E. **Shift Differential** – For all hours worked between the hours of 7:00 p.m. to 7:00 a.m., a police officer shall be entitled to a shift differential of \$1.60 hour for each hour worked. In the event that the evening hours of the 12-hour shifts are changed, the shift differential payment will correspond to those changed hours. All shift differential payments shall be calculated on a "regular pay basis" and shall be in addition to the police officer's base salary as set forth above.

ARTICLE XVIII

HEALTH AND INSURANCE BENEFITS

A. 1. The Borough shall continue to maintain and provide all insurance now in effect at the time of the signing of this contract (QPOS15 and Aetna HMO), including the police officer's dental plan, at the Borough's expense, subject to the employee contribution requirement of P.L. 2011, Chapter 78, and the provisions of this Article, for the employee and his/her family as defined as spouse and eligible dependent children.

B. A physical examination shall be required of each member of the association at two (2) year intervals. Said physical examination shall be a general physical examination including such items but not limited to an EKG, a Pulmonary Function Test, Urine Analysis, Blood Analysis and an optional Chest X-ray, and the date for same shall be each police officer's anniversary date of employment with the Borough. Said physical examination shall be by a physician of the police officer's choosing with the Borough paying up to one hundred fifty dollars (\$150.00) of this expense. The balance of any expense incurred in excess of one hundred fifty dollars (\$150.00) shall be the responsibility of the individual police officer. Each police officer shall provide the Borough a signed letter by the police officer's physician of choice who performed the said physical, detailing the

following: date of exam, list of tests performed with an explanation of his/her findings based on the results of those tests and a declaration by the physician of the police officer's fitness for duty. The same must be provided on the letterhead of that same physician and be signed by him/her.

C. **Dental:** Dental coverage will be provided through Delta Dental Premier Plan or equivalent. The Borough shall continue to maintain medical and prescription coverage at the Borough's expense, subject to the employee contribution requirements of P.L. 2011, Chapter 78, and to the provisions of this Article, for the employee and his/her family as defined as spouse and eligible dependent children.

D. **Vision:** Exams and medical necessities are covered under Aetna; VSU *covers employees only* and the Borough will pay the monthly fee with no employee contribution (for eyeglasses).

E. **Waiver:** Full time employees who are otherwise eligible for health insurance coverage through the Borough and are fully covered through a spouse's health insurance plan, or as a dependant person residing with and covered by their parent's health insurance plan, may apply for a Health Insurance Waiver. Upon confirmation of waiver eligibility, the employee will be encompassed in accordance with State Statute, to be paid 25% of the premium amount saved because of the waiver, or \$5,000, whichever is less. The payment shall be made in the last pay in December of each year based upon the number of months the police officer is out of the Borough's insurance coverage for that year. Annual waiver submission is required. Employees wishing to opt back in to coverage may do so during open enrollment, or at any time a qualifying event occurs, including but not limited to loss of alternative benefits.

F. **Flexible Spending Account** – Pursuant to P.L. 2011, Chapter 78, the Borough shall provide a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

ARTICLE XIX

CALL BACK

Any police officer called into work on a regularly scheduled day off shall be paid a minimum of four (4) hours overtime and if such police officers are required to spend an excess of four (4) hours, then they shall be paid on an hourly basis hereafter. If notification is given to an police officer forty-eight (48) hours or more in advance it will not be considered a "call-back", rather, a scheduled assignment.

ARTICLE XX
PAYMENT FOR ACTING AND PROMOTIONS

If any police officer is required to act in a higher ranking capacity for a period of one full working day, said police officer shall receive pay commensurate with such position in which he acts for the one full working day and each succeeding full working day.

Eligible officers for promotion to Sergeant must serve a minimum of five (5) years as a Borough Police Officer.

ARTICLE XXI
WORK CONTINUITY

The PBA and all police officers covered by this Contract agree that the life of this Contract there shall be no strike, slow-down, sick-out or other similar concerted action nor shall there be any individual action the purpose of which is to induce the police officers to engage in such prohibited activities. However, nothing contained herein shall be deemed to prohibit the PBA or any police officer from engaging in any guaranteed First Amendment Rights such as "Informational Picketing."

ARTICLE XXII
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:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Borough after advance notice thereof to the employees, consistent with Article XXIII, entitled "Rules and Regulations".

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough pursuant to law.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, and regulations in the furtherance thereof, and the use of judgment and discretion in connection therewith, the Borough 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 of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A:1-1 et. seq. or any national, state, county or local law or regulation.

ARTICLE XXIII

RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the PBA before they are established.

B. All written rules and regulations shall be provided to the PBA immediately upon promulgation.

ARTICLE XXIV

INJURY LEAVE

A. 1. In the event a police officer becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. In the event a police officer is granted said injury leave, the Borough's sole obligation shall be to pay the police officer the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Borough. At the Borough's option, the police officer shall either surrender said other payments and receive his entire salary payment, or the Borough shall pay the difference.

2. If a police officer returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When a police officer returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the police officer submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When a police officer requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the police officer is entitled to injury leave is initially made by the Borough's Worker's Compensation carrier, with the final determination, if necessary, to be made by the Worker's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the police officer is not entitled to job injury compensation, the police officer shall be denied injury leave and shall have all time off charged against his or her accumulated leave time. If the police officer does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the police officer leaves the employ of the Borough prior to reimbursing the Borough for such advanced time, the police officer shall be required to reimburse the Borough for such advanced time.

C. Any police officer who is injured, whether slight or severe, while working, must make an immediate report within the normal work shift.

D. It is understood that the police officer must file an injury report with their immediate superior so that the Borough may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the police officer to receive compensation under this Article if the Worker's Compensation Claim is denied.

E. The police officer shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Borough may reasonably require the police officer to present such certificate from time to time.

F. If the Borough does not accept the certificate of the physician designated by the insurance carrier, the Borough has the right, at its own cost, to require the police officer to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

G. In the event the Borough appointed physician certifies the police officer fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the police officer disputes the determination of the Borough appointed physician. Then the Borough and the police officer shall mutually agree upon a third physician who shall examine the police officer. The cost of the third physician shall be borne equally by the Borough and the police officer. The determination of the third physician as to the police officer's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the police officer fit to return to duty, injury leave benefits granted under this Article shall be terminated.

H. If the Borough can prove that a police officer has abused his privileges under this Article, the police officer will be subject to disciplinary action by the Borough.

ARTICLE XXV
ABSENCE WITHOUT LEAVE

Absence without notification for five (5) consecutive days work shall constitute a resignation not in good standing.

ARTICLE XXVI
FULLY-BARGAINED PROVISIONS

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XXVII
SEVERABILITY

If any provision of this Agreement shall be held to be invalid by operation of the law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Civil Service, or if any compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, such provision shall be in operation and deemed severed from the body of this Agreement, but all other provisions shall not be affected thereby and shall continue to be in full force and effect.

ARTICLE XXVIII
UNION SECURITY

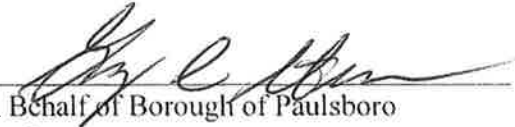
Bargaining unit members may not request payroll deduction for payment of dues to any other labor organization other than the duly certified majority representative. Existing written authorizations for payment of dues to any other labor organization shall be terminated.

ARTICLE XXIX
TERM OF AGREEMENT

A. This Agreement shall cover the period from January 1, 2018 through December 31, 2022 provided, however, that in the event a new Agreement shall not have been negotiated effective as of January 1, 2023, this Agreement shall continue to bind the parties until such time as a new Agreement is signed.

B. This Agreement shall not be changed or altered in any way during the term of the Agreement without the written consent of the parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day
of _____, 2019.


On Behalf of Borough of Paulsboro
Dated:

11-25-19
Dated:


On Behalf of PBA Local 122
Dated:

11/15/19
Dated:

SCHEDULE "A"

In accordance with Article V, Section 1, the following holidays are enumerated per Borough Ordinance:

New Years Day
Martin Luther King Day
Lincoln's Birthday (deleted 2020 and thereafter)
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day - State of New Jersey (deleted 2019 and thereafter)
Veterans Day
Thanksgiving Day
Christmas Day

SCHEDULE "B"
LONGEVITY

1. In recognition of the increased value of a police officer to the Borough as he becomes experienced and the necessity to keep good experienced police officers by providing adequate and attractive salaries, the Borough agrees that the following Longevity schedule shall be in effect:

As of January 1, 2020, the longevity payments shall be adjusted to reflect a level amount as follows:

ALL OFFICERS HIRED PRIOR TO JANUARY 1, 2013

<u>20 Year Max</u>	<u>2018-2019</u>	<u>2020 through 2022</u>
5	\$897.25	900
7	\$1,136.44	1150
10	\$1,216.16	1220
15	\$1,375.61	1400
20	\$1,694.52	1700

ALL OFFICERS HIRED AFTER JANUARY 1, 2013

<u>20 Year Max</u>	<u>2018-2019</u>	<u>2020 through 2022</u>
5	\$897.25	900
10	\$1,136.44	1150
15	\$1,216.16	1220
20	\$1,375.61	1400
25	\$1,694.52	1700

2. Longevity shall be added to and included in base salary for each ranked position according the above schedule, and paid biweekly according to the Borough's regular payroll practice.