

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding memorializes the agreement between the Borough of Emerson and the New Jersey State Policemen's Benevolent Association, Local #206, for a new collective bargaining agreement. Except as set forth in this Memorandum of Understanding, no other modifications shall be made to the prior Agreement covering the period January 1, 2017 to December 31, 2020.

1. **Term: Four Year Deal January 1, 2021 to December 31, 2024.**
2. **Raises:** The employees hired before January 1, 2013 shall be placed at Step 11 (Top Step) or the appropriate rank step on the Salary Guide for employees hired on or after January 1, 2013 and the two guides thereafter shall be merged. All salary steps in guide shall be increased effective on the following dates:
 - a. January 1, 2021 2% for Superior Officers and top step Patrolmen, 1.5% for all other steps in the salary guide
 - b. January 1, 2022 2.25% for Superior Officers and top step Patrolmen, 1.25% for all other steps in the salary guide.
 - c. January 1, 2023 2.25% for Superior Officers and top step Patrolmen, 1.25% for all other steps in the salary guide.
 - d. January 1, 2024 2.5% for Superior Officers and top step Patrolmen, 1.25% for all other steps in the salary guide.

These adjustments have been made in the salary guide shown in Paragraph fourteen of this Memorandum of Understanding.

3. **Article III shall be modified to add the following Paragraph F:**

F. Employees Assigned to the Detective Unit. Present practice with regard to weekend standby time for detectives shall continue. There will be a standby allowance of \$3,500.00 per year per Employee assigned to the Detective Division. This sum will be paid in equal quarterly installments and is subject to being pro-rated if an Employee leaves the Detective Division, or, leaves the department prior to the end of any quarter. The \$3,500.00 standby allowance is not subject to longevity and will not be included in salary for purposes of calculation of overtime.

4. Article IV shall be modified to read as follows:

WORK DAY, WORK WEEK AND OVERTIME

A. The normal work day tour shall be twelve (12) hours as set forth in Paragraph D.

B. Work in excess of the Employee's basic work week or tour for a day is overtime. Overtime shall be paid as paid overtime compensation (time and one-half (1½)) or, at the Employee's option, as compensatory time at time and one half (1½ hours per hour worked). The Employee's Overtime rate for payment shall be calculated on base pay only. (Base pay set forth in Appendix A.) Overtime shall be defined as work in excess of eight (8) hours in a day or twelve (12) hours in a day, depending upon the Employee's work schedule or work directed on a regular day off as defined by the Employee's work chart.

C. Employees may accumulate compensatory time off from overtime work and from Paragraph J in a compensatory time bank. The Compensatory Time-off Bank maximum shall be capped at 480 hours. Employees may not cash out hours in the Compensatory Time Bank except that, the bank will be converted to compensation if the Employee dies while in active service with the Borough or retires due to disability. Compensatory time will be used in thirty (30) - minute increments. All compensatory time must be exhausted by the member before the effective date of retirement. If the member fails to exhaust his/her compensatory time, any remaining time will be treated as additional terminal leave. Employees may, at the Employee's option, donate up to forty-two (42)

hours annually to another Employee. The receiving Employee will have the same restrictions in use of donated compensatory time.

D. Effective on January 1, 2010, a new twelve (12) hour schedule shall be substituted for employees in the bargaining unit in replacement of the schedule previously worked by patrol officers. This schedule shall contain two thousand forty four (2,044) annual hours. The schedule shall be a modified Pittman chart consisting of 12 hour work tours worked on a 3 day on, 2 day off, 2 day on, 2 day off, 2 day on and 3 day off schedule. The modification to the Pittman schedule shall be a set or sets of additional days off in each employee's schedule to bring the number of scheduled hours worked by each employee to the level of 2,044 hours annually. The base salaries for all steps were increased by \$3,000.00 in recognition of the increase in hours and this amount is reflected in Appendix "A."

E. The Chief of Police, in his or her discretion, may assign Employees to an eight (8) hour work schedule, Monday through Friday. Employees assigned to these charts will continue to receive "schedule days," compensatory days for missed days off to equalize the Employee's work schedule to the level of 2,044 hours annually. These days will accrue and be utilized in the same manner as past practices under the prior work schedule.

F. When Employees are assigned to classes at the Police Academy, at the conclusion of the class, the Employee shall return to complete his/her remaining time on his/her 12 hour shift. The Chief of Police reserves the right

in his or her sole discretion to assign Employees working the 12 hour shift to a temporary eight (8) hour shift for the purpose of multiple day training programs.

G. The base hourly rate shall be calculated by dividing the Employee's base annual pay rate (Appendix A) by one thousand nine hundred forty-seven (1,947) hours. The overtime rate shall be one and one-half (150%) of the amount so calculated. The one thousand nine hundred forty-seven (1,947) hour divisor shall continue to be used to calculate the overtime rate after the adoption of the two thousand forty four (2,044) hour schedule.

H. There shall be two (2) fifteen (15) minute breaks per eight (8) hour tour, one in the first half and one in the second half. There shall be an additional forty-five (45) minute meal break per twelve (12) hour tour and an additional thirty (30) minute meal break per eight (8) hour tour.

I. In addition to the time off provided in Paragraphs D and E necessary to bring the Employee to the annual schedule of 2,044 hours, all Employees shall be entitled to twelve (12) hours annually of compensatory leave. This additional compensatory leave may be only utilized within existing departmental guidelines for the usage of compensatory leave which do not permit leave to be granted, if the compensatory leave would create overtime.

J. If an Employee is called into work for an assignment between scheduled tours of duty (other than to appear in Emerson Municipal Court), the Employee shall be paid for his or her hours worked at the Employee's overtime rate for

the duration of the assignment or for three (3) hours at the Employee's overtime rate regardless of the length of the assignment, whichever amount is greater. If an Employee is called into work to appear in Emerson Municipal Court (excluding regular tours of duty), the Employee shall be paid for his or her hours worked at the Employee's overtime rate for the duration of the assignment or for two (2) hours at the Employee's overtime rate regardless of the length of the assignment, whichever amount is greater.

K. Extra Duty Details

1. All Contractor (non-Borough) extra duty assignments will be paid at the overtime rate based upon the then effective top step patrol rate regardless of the Employee's actual overtime rate. Retro-payments on monies subject to this paragraph are effective January 1, 2022 forward.
2. All DOT/County extra duty assignments will be paid at the then effective County rate, regardless of the Employee's actual overtime rate.
3. All Borough extra duty assignments will be paid at the Employee's overtime rate.
4. All extra duty assignments solicited by Borough based non profits (churches, synagogues, schools or other similar) will be paid at \$50.00 per hour plus time and a half compensatory time equivalent to the difference between \$50 and the Employee's actual overtime rate. Example: An Employee with an actual overtime rate of \$100.00 will receive \$50.00 in pay and one half hour of compensatory time per hour worked reflecting the difference in overtime rates.

L. The Borough shall post the next annual schedule of work days for each employee on or before December 1 of each year.

5. Article VI shall be modified to read as follows:

TRAINING PAY

The only compensation for training will be when training or school is outside of the Employees normal work day. If the department is conducting a training session or sending an Employee to school, then the Employee shall be compensated in compensatory time at rate of time and one-half (1½) . If the Employee is ordered or mandated to attend training, the Employee shall have the option of monetary compensation or compensatory time at the rate of time and one-half (1½) . If an Employee requests school or training, the Employee will be compensated with compensatory time, which will be at the straight time (hour for hour) rate unless:

- A. The training program is approved in advance by the Chief; and
- B. The Employee's total training hours do not exceed forty (40) hours (sixty (60) hours of compensatory time).
- C. Any compensatory time earned as a result of Employee requested school or training shall not be eligible to be paid out, but must be used as time off in accordance with Department policy on the use of compensatory time.

6. Article XI shall have the following paragraph added:

D. Effective January 1, 2021, Employees will be entitled to an additional eight (8) or twelve (12) hours (dependent on schedule) of paid holiday time off in recognition of Juneteenth. The Juneteenth holiday will be a floating holiday

which may be used solely for time off and scheduled consistent with vacation leave.

7. Article XII shall be modified to read as follows:

VACATIONS

A. Employees covered by this Agreement shall be provided vacation pursuant to Appendix B, incorporated herein.

B. The Chief of Police shall release the vacation schedule for the following year, no later than October 1st. Employees shall have until November 15th to make all "initial picks" which shall be selected by seniority in accordance with Paragraph C. The Chief of Police shall have until December 1st to make any scheduling adjustments for the following year, including departmental switches. The final schedule for the following year shall be given to the PBA no later than December 1st. The scheduling period shall begin on the second Monday in January of each year, concluding with the 7pm shift on the Sunday before the 2nd Monday of the following January.

C. Employees on the twelve (12) hour schedule shall make their initial picks of vacation blocks according to the following rules:

1. Any departmental tour switches must be for the entire two (2) or three (3) day work block.
2. During the initial selection of vacation days, employees shall use the following amount of hours, (75% of total vacation allotment), for their initial vacation selections based on their years of service:

Members hired before January 1, 2013:

(B) Six months to one (1) year:	42 hours
(C) One (1) year to ten (10) years:	84 hours
(D) Ten (10) years to fifteen (15) years:	126 hours
(E) Fifteen (15) years or more:	180 hours

Members hired after January 1, 2013:

(B) Six (6) months to one (1) year:	42 hours
(C) One (1) year to five (5) years:	63 hours
(D) Six (6) years to ten (10) years:	84 hours
(E) Ten (10) years to fifteen (15) years:	126 hours
(F) Fifteen (15) years or more:	180 hours

D. Members on an eight (8) hour shift schedule will pick 75% of their total allotment of vacation for their initial picks of vacation blocks based on the eight (8) hour schedule.

3. Once the final schedule is released on December 1st, the Chief of Police may only switch the tours of Employees to maintain minimum manpower and must give 28 days' notice to the Employee being switched. (This notice provision is subject to reevaluation at successor negotiations.) This does not restrict Employees from mutually agreeing to switch shifts or cover a shift for another Employee, subject to a lieutenant, captain, or the Chief of Police's approval.
4. Employees must use all vacation or holiday time for that year unless out

on approved sick or disability leave. In such instances, the unused vacation and holiday time will carry over to the next calendar year.

5. Members may use vacation or holiday time up until the time their tour begins so long as: 1) another officer will not be ordered in to cover that shift and, 2) established minimum manpower requirements are maintained.

8. **Article XIII shall be modified to read as follows:**

SICKNESS AND SICK LEAVE

- A. Employees covered by this Agreement shall be provided with a sickness and sick leave program pursuant to Appendix C, incorporated herein.
- B. Sick time may be used for personal illness, non-work related accident, exposure to contagious disease or illness. Sick time may also be used due to the illness or injury of an immediate family member. Immediate family consists of parents, step-parents, spouse, children, step-children, foster children, legal guardian, legal ward, brother or sister, grandparents, mother-in-law, father-in-law, or any relative of the Member who resides in the Member's household.
- C. For sick leave that is three or more consecutive days, documentation signed by a health care professional is required as sufficient proof of the need for the use of sick time for the member. If the leave is requested for the Member's ill or injured immediate family member, as defined in this section, documentation signed by a health care professional who is treating the family member is required indicating the need for leave and the number of days needed. If the need for the leave is ultimately less than that initially requested

by the Member, and the Member can return to work sooner, the Member shall notify the Chief as soon as possible. Any information an employer possesses regarding the health of a Member or the Member's family member shall be treated as confidential and not disclosed except to the affected Member or with the written permission of the affected Member.

D. For the purpose of this Article, injury or illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or if there is an appeal therefrom, by the final decision of the last reviewing Court, which shall be binding upon the parties.

F. If the Member's need to use earned sick leave is foreseeable, (such as, but not by limitation, a scheduled doctor's visit, scheduled medical testing or therapy appointments), or is for three (3) or more days, advance notice to the Police Chief must be given within seven (7) calendar days prior to the date the sick leave is to begin. Such notice must also include the intention to use the sick leave as well as its expected duration. Every effort must be made by the member to schedule the use of such time in a manner that does not unduly disrupt the operations of the department, (the inability to run the day to day operations or properly staff the police department). The department may

prohibit the Member from using earned sick leave on certain dates so as not unduly disrupt the operations of the department.

G. Except as provided by law, the department may take disciplinary action against any Employee who uses sick leave for purposes other than those identified in this section.

9. Article XVII, Paragraphs B and C shall be modified to read as follows:

B. The grievance procedure shall entail four (4) steps:

STEP ONE

1. A grievance shall be presented in writing to the Chief of Police within twenty-one (21) days after the occurrence of the matter to which the grievance relates.

2. The Chief shall submit in writing to the grievant an answer within twenty-one (21) days after receipt of the grievance.

STEP TWO

1. If the grievant is not satisfied with the resolution of the grievance as outlined in STEP ONE, the grievant may present a grievance to the police committee or designee by presenting same to him or her within twenty-one (21) days from the date of the answer of the Chief as stated in STEP ONE.

2. The Police committee or designee shall submit to the grievant in writing his or her answer within twenty-one (21) days of the date of the receipt of the grievance.

STEP THREE

1. If the grievant is not satisfied with the resolution of the grievance as outlined in STEP TWO, the grievant may present the grievance to the Mayor and Council within twenty-one (21) days from the date of the answer of the police Committee as stated in STEP TWO.

2. The grievance shall be answered by the Mayor and Council within twenty-one (21) days of its receipt.

C. Nothing in this Article shall be construed as precluding the grievant from pursuing a claim for relief by filing a complaint for a plenary hearing in a Court of competent jurisdiction provided, however, the grievant has completed all the steps herein and further provided that the grievance does not involve an interpretation, the application or violation of this Agreement. If it does, and if the grievant is not satisfied with the result in STEP THREE, the grievance shall be submitted to arbitration, as follows:

STEP FOUR - ARBITRATION

1. In the event that an agreement cannot be reached between the PBA and the Employer with respect to a grievance involving and limited to the interpretation application or violation of any specific provision of this Agreement, it may be submitted to arbitration pursuant to the Labor Arbitration Rules of the New Jersey public Employment Relations Commission, provided such request is made within twenty-one (21) days after the final decision has been rendered under STEP THREE, above.

2. The decision of the Arbitrator shall be final and binding upon both

parties for a period to be named in the arbitration decision, but in no event to antedate the period for which this Agreement is effective.

3. The Arbitrator shall not have the authority to alter or modify any of the express provisions of this Agreement. In addition, the Arbitrator shall set forth the reasons for making his or her award in a written opinion.

4. The expenses, including fees and other necessary expenses of the Arbitrator shall be shared equally by the Employer and the PBA. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

10. Article XXI, Paragraphs C and D shall be modified and a new Paragraph E shall be added to read as follows:

C. If a member of the bargaining unit is an elected official of the PBA Local, the member will be released from duty with no loss in regular pay for the monthly meetings of the New Jersey State PBA and the Bergen County PBA Conference. The member will also be released for the meetings of PBA Local #206, however, the paid release time for PBA Local #206 meetings shall be limited to two (2) hours per Employee released and any additional time necessary shall be supplemented by the Union Leave Bank or deduction from the Employee's own leave banks. Paid release time shall apply to no more than one (1) individual per tour. This paragraph shall not affect in any way employees' right to attend PBA activities during non-working hours.

D. The Association shall be permitted to release Employees from duty with

no loss in regular pay in accordance with 40A:14-177, Attendance at State, National conventions of certain organizations. The Association shall designate the Employees to attend such conventions.

E. Union Leave Bank

The Union will have use of twenty (20) hours per quarter, for attendance of events on behalf of the union, ("Union Bank"), under the following conditions:

1. If the 20 hours for any quarter is not used by the end of the quarter, any remaining time is considered expired and can no longer be used.

2. If the union requires use of more than 20 hours in any particular quarter, it may borrow hours from the next quarter only. The quarter borrowed from will be reduced by the amount of hours borrowed.

3. The Union Bank time may be used as long as such use ~~does~~ ^{does not} interfere with the department's minimum staffing level. To the extent that use of the Union Leave Bank requires the Borough to expend overtime to cover posts, the Union will be obligated to reimburse the Borough for the total cost of that overtime.

4. The Union Bank time will be managed by the union representative and the department's scheduling administrator.

11. **Article XXV shall be modified to read as follows:**

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee, member or group of Employees or members is held to be

invalid by operation of law, by any Court, Administrative Body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

Notwithstanding any departmental policy, in the event of a New Jersey Executive Order and/or federal or State regulations adopted during pandemics or other declared states of emergencies based on health and safety, the Borough may implement such state of emergency orders, rules and regulations for the safety and welfare of Borough residents

12. **Article XXVII will be renamed “DUES DEDUCTION” and shall be modified to read as follows:**

DUES DEDUCTION

A. Dues deduction(s) shall be permitted in accordance with the pertinent statutes. There shall not be “agency shop” members. Dues deduction shall be based upon presentation to the Borough of membership/dues deduction authorization documents signed by the member. Dues deduction shall continue until a valid and signed resignation document is presented to the Borough and the Association in accordance with law, the by-laws of the New Jersey State Policemen’s Benevolent Association, Local #206 and any

membership agreement between the resigning member and the New Jersey State Policemen's Benevolent Association, Local #206 Association

B. The Association agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Association under this Article.

13. Effective and retroactive to January 1, 2021, Appendix A shall be replaced with the following:

APPENDIX A

SALARIES

Salaries for all employees based upon service time and rank:

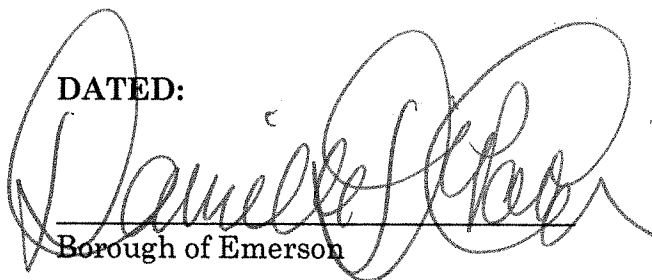
	2021	2022	2023	2024
Academy Step	\$43,081.70	\$43,620.22	\$44,165.48	\$44,717.54
Step 1	\$48,586.59	\$49,193.92	\$49,808.84	\$50,431.45
Step 2	\$57,732.73	\$58,454.39	\$59,185.07	\$59,924.88
Step 3	\$63,448.80	\$64,241.91	\$65,044.93	\$65,857.99
Step 4	\$69,164.86	\$70,029.43	\$70,904.79	\$71,791.10
Step 5	\$78,510.30	\$79,491.68	\$80,485.33	\$81,491.40
Step 6	\$87,855.74	\$88,953.94	\$90,065.86	\$91,191.69
Step 7	\$97,201.18	\$98,416.20	\$99,646.40	\$100,891.98
Step 8	\$106,546.62	\$107,878.45	\$109,226.93	\$110,592.27
Step 9	\$115,892.06	\$117,340.71	\$118,807.47	\$120,292.56
Step 10	\$125,237.50	\$126,802.97	\$128,388.00	\$129,992.85
Step 11	\$135,243.74	\$138,286.73	\$141,398.18	\$144,933.13
Sergeant	\$145,071.50	\$148,335.61	\$151,673.16	\$155,464.99
Lieutenant	\$150,565.65	\$153,953.38	\$157,417.33	\$161,352.76

Captain

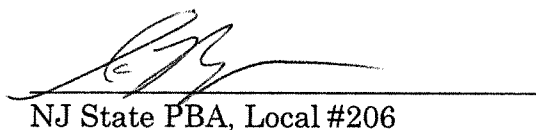
\$158,429.59 \$161,994.25 \$165,639.13 \$169,780.10

All proposals not covered herein are deemed withdrawn. All provisions of the prior collective bargaining agreement not modified herein shall be carried forward. This Memorandum of Agreement is subject to ratification by the Borough council and the membership of the New Jersey State Policemen's Benevolent Association, Local #206. The signatories agree to recommend this Memorandum of Agreement for ratification by their respective constituencies. If ratified, the Memorandum of Agreement will be utilized to create a new collective bargaining agreement which shall be executed by the parties.

DATED:


Borough of Emerson

DATED: 6/23/22


NJ State PBA, Local #206