

AGREEMENT

BETWEEN

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 102

AND

BOROUGH OF MAYWOOD

JANUARY 1, 2021

TO

DECEMBER 31, 2024

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 W/P

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AGREEMENT

PREAMBLE

THIS AGREEMENT, made this _____ day of _____, 2021, by and between:

BOROUGH OF MAYWOOD, a municipal corporation of the State of New Jersey, with municipal offices located at 15 Park Avenue, Borough of Maywood, County of Bergen, State of New Jersey (hereinafter referred to as the "Borough");

-AND-

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 102 (Maywood members only), representative of all police officers, excluding the Chief, of the Maywood Police Department (hereinafter referred to as the "Employee" or "Association").

WHEREAS, the parties to this Agreement recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

Section 1.00 EMPLOYEES BASIC RIGHTS

1.01 Pursuant to Chapter 303, Public Laws of 1968, the Borough agrees that every Employee shall have the right freely to organize, join and support the P.B.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or any other laws of the State of New Jersey or of the Constitution of New Jersey and of the United States.

1.02 The Borough further agrees that it shall not discriminate against any Employee with respect to hours, wages or any other terms or conditions of employment by reason of membership in the P.B.A. and its affiliates, collective negotiations with the Borough or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the statutes of the State of New Jersey.

Section 2.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATIVES

2.01 The Borough agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association with regard to the categories of personnel covered by the said memorandum of agreement during the terms of this Agreement.

Section 3.00 EXISTING LAW

3.01 The provisions of this Agreement shall be subject and subordinate to, and shall not annul or modify existing applicable provisions of State Laws, Federal Laws and/or arbitration decisions.

Section 4.00 ASSOCIATION RECOGNITION

4.01 The Borough recognizes P.B.A. Local 102, Maywood members only, as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Police Officers, excluding the Chief, employed by the Borough's Police Department. As hereinafter used, the term "Association" shall refer to P.B.A. Local 102, Maywood Police Department members only.

4.02 All Police Officers above the rank of Patrolman (excluding the Chief) employed by the Borough shall be members of the Association.

4.03 The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular and to females as well as males.

Section 5.00 ASSOCIATION REPRESENTATIVES

5.01 The Borough recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement, provided they are members of the Maywood Police Department, members of the Association, or their attorneys.

5.02 The Association shall furnish the Borough in writing with the names of the representatives and the alternates and notify the Borough of any changes.

5.03 The authority of the representatives and alternates so designated by the Association shall be limited to, and not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- B. The transmission of such messages and information which shall originate with and are authorized by the Association Unit or its representatives.

5.04 The designated Association representatives shall be granted reasonable time with pay during working hours, pursuant to the Chief's control, to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Borough officials.

Section 6.00 RIGHTS OF EMPLOYEES

6.01 Members of the Association hold a unique status as public employees in that the nature of their office and employment involves the exercise of a portion of the police power of the Borough. This section is intended to apply only to those cases involving potential criminal or disciplinary charges against members of the bargaining unit.

6.02 The security of the community depends to a great extent on the manner in which Police Officers perform their duties and their employment is thus in the nature of a public trust.

6.03 The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public.

6.04 Out of these contacts may come questions concerning the actions of the members of the Police Department.

6.05 These questions may require investigations by superior officers designated by the Chief of Police and the Governing Body.

6.06 In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- A. The interrogation of a member of the Police Department shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
- B. The interrogation shall take place at the location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- C. The member of the Association shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that a member of the Association is being interrogated as a witness only, the member should be so informed at the initial contact.
- D. The questioning shall also be reasonable in length. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary.
- E. The member of the Association shall not be subject to any offensive language nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answer questions.
- F. Except for routine questioning, and if a member so requests, the complete interrogation of the member of the Association shall be recorded mechanically or by a certified stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.
- G. If a member of the Association is under arrest, or is likely to be, that is if the member is a suspect or the target of a criminal investigation, the member shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.
- H. In all cases, and at every state of the proceedings in the interest of maintaining high morale, the Department shall afford an opportunity for a member of the Association, if he or she so requests to consult with counsel and/or the Association Representative before being questioned.

Section 7.00 DATA FOR FUTURE BARGAINING

7.01 The Borough agrees to make available to the Association all existing relevant data which the Association may require to bargain collectively.

7.02 The relevant existing data noted above shall include, but shall not be limited to, such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries and other data of a similar nature.

7.03 The Borough shall incur no additional expense by virtue of this section. This section shall not apply to any attorney-client work product.

Section 8.00 DUES DEDUCTIONS

8.01 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 #102 and any membership agreement between the resigning member and the New Jersey State Policemen's Benevolent Association, Local #102.

Section 9.00 SALARIES

9.01 The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A."

9.02 The base annual salary for the period covered by this Agreement shall, along with all economic items, be deemed retroactive to the dates indicated and any monies due Employees by virtue of this clause shall be paid on or before July 2021.

Section 10.00 TOUR COMMANDERS

10.01 With respect to an eight (8) hour work day schedule, a police officer, below the rank of sergeant, who is assigned by the Chief of Police or his designee as Tour Commander in excess of four (4) hours during a tour of duty shall receive extra compensation in the sum of fifty (\$50.00) dollars for each such tour.

10.02 With respect to a twelve (12) hour work day schedule, a police officer, below the rank of sergeant, who is assigned by the Chief of Police or his designee as Tour Commander in excess of six (6) hours during a tour of duty shall receive extra compensation in the sum of seventy five (\$75.00) dollars for each such tour.

Section 11.00 WORK DAY, WORK WEEK AND OVERTIME

11.01 The normal work duty for all employees covered by this Agreement, with the exception of those employees assigned to the Detective Bureau or holding the rank of Captain, shall consist of twelve (12) consecutive hours shifts (hereinafter referred to as the "Pitman Schedule"), and shall include one (1) forty-five (45) minute meal period and three (3) fifteen (15) minute rest periods per shift.

11.02 The work schedule for those working the twelve (12) hour work day schedule will comply with the following provisions. The "day" shift will be from 0700-1900 hours and the "night" shift will be from 1900-0700 hours. A covered employee shall work a fourteen (14) day cycle. A complete cycle consists of two (2) days on, followed by two (2) days off, followed by three (3) days on, followed by two (2) days off, followed by two (2) days on, followed by three (3) days off, working either the "day" or "night" shifts. The cycle repeats for another fourteen days. At the end of fourteen (14) days, the fourteen (14) day cycle repeats except for a change from either the "day" or "night" shifts. With the agreement of the Association, the Chief of Police may direct that the change between day and night shifts occur at the conclusion of each twenty-eight (28) day period (two fourteen (14) day cycles). In cases of emergency, the officer in charge or in control of the Department shall have the full authority to summon and keep on duty any and all such members during the period of the emergency as defined by the Chief of Police pursuant to New Jersey Law. If an employee is scheduled for a training day, that day will be considered his/her normal work day.

11.03 Work in excess of the covered employee's basic work schedule under the twelve (12) hour work day schedule or in excess of a twelve (12) hour shift shall be considered overtime and shall be paid at an hourly rate of one and one-half (1 ½) times the Employee's base hourly rate.

- A. No double shifts shall be permitted for those working the twelve (12) hour shift schedule.
- B. A maximum of four (4) hours overtime may be worked if it is prior to or immediately following an employee's shift.
- C. An employee must have eight (8) hours off following completion of a shift before returning to work.
- D. Employees working the twelve (12) hour work day schedule, who are on duty during the "day" shift on New Year's Day, Easter Sunday, Thanksgiving Day, and Christmas, shall be permitted a two (2) hour period for dinner. Employees who are on duty during the "day" shift on Sunday shall be permitted a one and one-half (1 ½) hour period of time for dinner. The aforesaid two (2) hour and one and one-half (1 ½) hour periods shall be considered part of the employee's twelve (12) hour continuous tour of duty. If during the aforesaid times an emergency or other need for the services of the Employee may arise, the Employee shall be subject to immediate recall to duty and, if called by Police Headquarters or any Supervisor to do so, the Employee will immediately respond and return to duty and, if possible, allowed to resume his or her dinner break immediately after the emergency or later in the shift. An Employee shall advise Police Headquarters prior to dinner or refreshment breaks where he or she can be contacted by telephone or otherwise.
- E. Effective January 1, 2014, Employees working the twelve (12) hour work day schedule shall receive payment at the Employee's hourly rate computed as set forth in 11.06 for the number of hours set forth in Appendix "E." These payments shall compensate Employees for the difference in hours between the twelve (12) hour work day schedule and 1,944 hours offset by those hours necessary to maintain the number of vacation, personal leave and holiday days. The payments shall be paid as part of the Employee's regular payroll check and shall be treated in all respects as base annual salary. Retroactive payments owed to individual Employees for 2014 pursuant to this paragraph shall be offset by any schedule adjustment time utilized by the Employee in 2014 prior to the execution of the 2013 to 2016 Agreement.

11.04 Employees in the rank of Captain, assigned to the Detective Bureau or on any other special assignment, shall work a schedule mutually agreed by the Employee and the Chief of Police or his designee.

- A. Effective January 1, 2014, Employees assigned to any alternate schedule as created by this paragraph, shall receive payment at the Employee's hourly rate computed as set forth in 11.06 for difference in the number of hours in the Employee's work schedule and and 1,944 hours. The payments shall be paid as part of the Employee's regular payroll check and shall be treated in all respects as base annual salary.
- B. When overtime work in excess of five and one-half (5-1/2) hours is performed by the Employee who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four (4) consecutive hours off before the Employee starts their next normal tour. For example, if the Employee works from midnight until 6:00 a.m. and is scheduled to work the 7:00 a.m. to 3:00 p.m. tour, he or she receives three (3) hours excused time and starts his or her tour at 10:00 a.m.

11.05 Employees may elect, upon approval of the Chief, to receive compensatory time in lieu of overtime. Commencing January 1, 2011, Employees may be permitted to carryover up to sixty (60) hours of compensatory time. Accrued compensatory time in excess of sixty hours not utilized by December 31st of each year shall be paid to the Employee.

11.06 To compute the hourly rate, the Employee's base annual salary and his longevity entitlement shall be added together and then divided by 1944 hours. To compute the Employee's overtime, the hourly rate shall be multiplied by one hundred fifty (150%) percent.

11.07 The Borough shall continue the present practice of computing overtime beyond a normal tour for a day or on a day off.

Section 12.00 **COURT TIME**

12.01 Court time, as referred to in this article, shall consist of all time, excluding regular tours of duty, during which any Employees covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding or other Courts or Administrative Bodies.

12.02 All such required Court time shall be considered as overtime and shall be compensated at time and one-half.

12.03 When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this section, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Borough's Police Headquarters and the pertinent Court or Administrative Body.

12.04 The amount of overtime to which an Employee may be entitled under this article shall be the actual time required including waiting time in the Court or Administrative body, together with an applicable travel time, provided, however, that the Employee's entitlement to overtime under this article shall not be less than three (3) hours of overtime pay.

Payment for court time (3 hour minimum @ 1-1/2 times) will be made whenever an Employee is provided with less than twelve (12) hours notice of cancellation.

12.05 An Employee who shall attend the hearings described in this section shall be obligated to be present for his/her next regular shift except under the following circumstances; If, in the course of his/her performance of duties, an Employee is required to appear in Court, other than the Maywood Municipal Court, during the period of 9:00 a.m. to 5:00 p.m. immediately following his tour of duty on the 11:00 p.m. to 7:00 a.m. shift, then such Employee shall be entitled to eight (8) hours off duty before being required to report for his/her next tour. It is further provided that, in such event, the Employee is required to call the supervisor on duty upon completion of the required Court attendance and shall advise such supervisor in sufficient time to permit such supervisor to find a replacement for the Employee for the period of time that the Employee will be unavailable for his/her regular shift by reason of the eight (8) hour rest period aforesaid. This section shall not be construed to permit the Employee off-duty time for his/her full shift when the eight (8) hour rest period only carries him/her for a portion thereof.

Section 13.00 **COLLEGE CREDITS**

13.01 The Borough shall pay each employee an additional payment at the rate of fifteen (\$15.00) dollars per year per credit hour computed for those credits given toward a Baccalaureate or Associate Degree in a course of study commonly referred to as "Police Science" or related field.

13.02 Credit hours must have been completed in or accepted by a recognized institution of higher learning offering a program leading to a degree in "Police Science" or a related field.

13.03 Remuneration shall be paid on a credit-for-credit basis until sixty (60) credit hours have been completed. Thereafter, additional remuneration shall be paid only when the Employee completes a total of ninety (90) credit hours and one hundred twenty (120) credit hours respectively. The maximum number of all credits for which an Employee shall receive such remuneration shall not exceed a total of one hundred and twenty (120) credit hours for said Bachelor's Degree.

13.04 Employees who become eligible for such additional remuneration prior to June 30 of any calendar year shall receive such additional remuneration beginning with the first pay period in July of that calendar year.

13.05 Such additional remuneration shall be payable upon presentation to the Mayor and Council or their representative of a proper certificate from the institution attended by such Employee setting forth the number of credit hours completed or the conferring of an Associate or Baccalaureate degree in Police Science or a related field.

13.06 Such additional remuneration shall be paid notwithstanding the maximum salary hereinbefore provided for such Employees and shall be paid at the same time and in the same manner as the Salaries Section of this Agreement.

13.07 Notwithstanding anything to the contrary, there shall be no college credits paid to new hires appointed on or after January 1, 2010.

Section 14.00 **IN-SERVICE TRAINING**

14.01 In addition to the benefits set forth in this Agreement, the Borough shall pay each Employee additional remuneration for college equivalency credits based upon approved police in-service training courses.

14.02 Such equivalent credits shall be in addition to regular college credits, but in no instance shall the total of the two be more than one hundred twenty (120) credits.

14.03 The method of computing equivalent credits pursuant to this paragraph shall be three (3) credits for every forty (40) hours of class time.

14.04 The Employees covered hereunder shall submit a signed statement to the Chief of Police which shall contain a listing of each such in-service course attended by such Employee since his/her appointment to the Department, without regard to attendance being taken during on-duty or off-duty time. Basic training courses are to be excluded from these credits.

14.05 Computation of credits hereunder shall be made on the basis of the lists submitted to and verified by the Chief of Police. However, for all future computations of equivalent credits, only those approved schools, courses or training sessions attended by an Employee during off-duty periods shall be included hereunder.

14.06 Notwithstanding anything to the contrary, there shall be no in-service training credits paid to new hires appointed on or after January 1, 2010.

Section 15.00 **RESIDENCY**

15.01 The Borough agrees that Employees shall not be required to be residents of the Borough, unless otherwise mandated by New Jersey State Law.

Section 16.00 **PRIORITY FOR OVERTIME**

16.01 Overtime for regularly scheduled shifts and details will be offered to a regular full-time Employee of the Department first, in order of preference based upon a rotating volunteer roster, one for a shift in the twelve (12) hour work day schedule and one (1) for special details, within rank or a lower rank. Said rosters will include all police officers who desire their names on said roster.

16.02 There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interest of the Borough to bypass an Employee or Employees on the overtime list.

16.03 While this Agreement contemplates the possibilities noted in the above section, it is agreed and understood that such bypassed Employees must become next on the list of the purpose of the overtime roster.

16.04 The purpose of this section is to equalize overtime among volunteer Employees referred to above and same shall not be defeated by the Borough's selection of special persons for special details as set forth herein.

16.05 In the event an Employee declines overtime when offered based upon that Employee's position on the rotating volunteer roster referred to above, said Employee shall forfeit his or her position in the rotations until his or her position in the next rotation occurs.

Section 17.00 **LONGEVITY**

17.01 In addition to all wages and other benefits, each Employee shall be entitled to a longevity payment in accordance with Appendix "B" attached hereto. Employees hired on or after January 1, 2014 shall not be entitled to longevity payments.

17.02 The payments for the longevity benefits shall be made at the same time and in the same manner as outlined in the Salaries Section of this Agreement.

Section 18.00 **REPLACEMENTS**

18.01 Full time Employees covered by this Agreement shall not be replaced by any non-police part-time or other personnel or shall any position presently filled by a full time Employee be covered by any non-police, part-time or other personnel. But the position of dispatcher is not intended to be included under the terms hereof.



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Section 19.00

UNIFORMS

19.01 Each new Employee shall receive from the Borough free of charge, in lieu of a clothing allowance, a complete uniform:

- A. Three (3) pairs of uniform pants
- B. Five (5) long sleeve shirts
- C. Five (5) short sleeve shirts
- D. One (1) trooper hat
- E. One (1) lightweight jacket
- F. One (1) leather jacket
- G. All uniform leather goods
- H. One (1) ASP-style baton
- I. One (1) set handcuffs
- J. Two (2) uniform ties
- K. All uniform brass
- L. Foul weather gear (raincoat and rain boots)
- M. One (1) pair uniform shoes
- N. One (1) handgun for use both on duty and off duty, one (1) on duty holster and one (1) off duty holster.
- O. One (1) container mace or equivalent.

19.02 If the Borough decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed item. If the patch is changed, the Borough will pay for the cost of affixing them to the Employee's uniform. (For this purpose, foul weather gear shall not be deemed to be a change.)

19.03 An Employee's uniform or personal equipment which are required by him/her in his/her capacity as Police Officer, which may be damaged during the course of his/her employment shall be replaced at the expense of the Borough, except where such damage is caused by the negligence of the Employee.

19.04 Any such payments made under Section 19.03 above shall be made to the Employee within a reasonable time following verification of damaged equipment.

Section 20.00

P.B.A. REPRESENTATIVE

20.01 The Borough agrees to grant the necessary time off without loss of pay to one (1) member of the Department or an alternate selected by the members of the P.B.A. Local 102, as delegate to attend any State or National Convention of the State of New Jersey or National Convention of the New Jersey Policemen's Benevolent Association with seven (7) working days' notice to the Borough of the intention of the individual(s) to attend said convention. Further, the Borough agrees to grant the necessary time off without loss of pay to any P.B.A. representative duly designated as the State Delegate to attend the monthly State P.B.A. meeting.

Section 21.00

VACATIONS

21.01 The vacation allowance schedule shall be as set forth in Appendix "C" of this Agreement. Employees shall receive the number of days set forth in Appendix "C" as vacation regardless of whether the Employee is assigned to the eight (8) hour work day schedule or the twelve (12) hour work day schedule.

21.02 To be eligible for his/her initial vacation, an Employee must have completed at least five (5) months continuous service.

21.03 The vacation year is January 1 through December 31, except that when one (1) week of vacation is taken during the last week of the current year, it will be considered to have been taken during the current year even though that week extends into the new year.

21.04 Except as provided in Section 21.03 above, the vacation for which an Employee is eligible in any calendar year must be taken in that calendar year and cannot be carried forward except with the express permission of the Chief of Police or the Police Commissioner in his/her absence.

21.05 A vacation may not be waived by an Employee and vacation pay received in lieu thereof.

21.06 It is desirable that the Employee take his entire vacation at one time. Vacation days may be taken in one (1) day increments with approval of the Chief, which approval shall not be unreasonably withheld.

21.07 A recognized holiday that occurs during an Employee's vacation period will add a day to the vacation, which day may be utilized by the Employee at a future date.

21.08 If the Employee becomes sick or injured while on vacation, such disability will be considered to be vacation time unless it is of five (5) or more consecutive calendar days in duration, in which case the following applies:

- A. The Employee's vacation will be deemed to have ceased with the first day of illness or injury. The Employee will be placed on Sick Leave as of that first day. When such Employee has recovered sufficiently to be able to resume his/her duties, he or she may, with approvals, either continue his or her vacation or take the balance of his or her vacation at a later time.
- B. If the Employee on sick leave approaches the end of the calendar year without having taken and without being able to take all of the vacation time for which he or she is eligible, that period of time equal to the vacation for which he or she is eligible and has not been taken, will be designated as Vacation. For that period of time, such Employee will receive full vacation pay.

21.09 Upon termination of employment for any reason (including death), an employee (or his/her estate) will receive pay in lieu of any untaken vacation for which the Employee is or was eligible to receive.

21.10 The Borough will make every reasonable effort to guarantee each Employee at least two (2) weeks vacation during the prime time period of June 15th to September 15th, if the same is requested before May 15th, subject to seniority. This clause shall not preclude an EMPLOYEE from taking four (4) weeks of prime time vacation in the event that taking of such four (4) weeks does not create a staffing problem on his/her particular tour. The meaning of this language is an attempt to give each EMPLOYEE two (2) weeks—but not to preclude him or her from taking more than two (2) weeks—with his or her family during the prime time period. Thus, if an EMPLOYEE is the only EMPLOYEE who wishes to take such prime time vacation, on his or her particular tour of duty, such EMPLOYEE should be permitted to take same, since the other EMPLOYEES on his tour are presumably ready, willing and able to work and there is no conflict, and no situation where two EMPLOYEES, for example, are out on vacation during the same prime time period on that tour.

Section 22.00

HOLIDAYS and PERSONAL DAYS

22.01 All EMPLOYEES covered by this Agreement shall be entitled to receive fifteen (15) working days off per year chargeable as holidays. Employees shall be entitled to fifteen (15) working days off per year regardless of the Employee's work day schedule.

22.02 The holiday schedule shall be as set forth in Appendix "D." The fifteenth (15th) holiday shall be considered a "Personal Day" to be utilized by the EMPLOYEE as a non-priority holiday.

22.03 a. Each EMPLOYEE assigned to an administrative work schedule (8/10 hours) shall be able to designate five (5) holidays or their compensatory days per year as "Priority Holidays." Any holiday or compensatory day so designated shall be granted to the EMPLOYEE on the requested date submitted by said EMPLOYEE.

b. Each EMPLOYEE assigned to a patrol work schedule (12 hour) shall be able to designate five (5) holidays or their compensatory days per year as "Priority Holidays." Any holiday or compensatory day so designated shall be granted to the EMPLOYEE on the requested date submitted by the EMPLOYEE.

22.04 Holidays shall not receive the same weight as vacation days.

22.05 a. Effective January 1, 2021, Holidays are expected to be used as time off in the year in which the EMPLOYEE is credited with holiday hours. Any holiday hours which are not used by the EMPLOYEE may be banked for future use to a maximum of 180 hours. Any Holiday hours accumulated by an EMPLOYEE in excess of 180 hours on December 31 of each calendar will be paid to the EMPLOYEE at the EMPLOYEE'S straight time rate by January 15th of the succeeding calendar year.

b. Time Due Payment. Holiday hours accrued and unused by each EMPLOYEE as of December 31, 2020 shall be calculated. Any Holiday hours accrued in excess of 180 hours as of December 31, 2020 shall be divided in quarters and paid to the EMPLOYEE as follows:

- 1.) One-quarter in the first payroll period after December 1, 2021 at the EMPLOYEE's straight time rate as of December 1, 2021.
- 2.) One-quarter in the first payroll period after July 1, 2022 at the EMPLOYEE's straight time rate as of July 1, 2022.
- 3.) One-quarter in the first payroll period after July 1, 2023 at the EMPLOYEE's straight time rate as of July 1, 2023.
- 4.) One-quarter in the first payroll period after July 1, 2024 at the EMPLOYEE'S straight time rate as of July 1, 2024.

c. Time Due Payment Adjustment. If the EMPLOYEE retires from service or otherwise leaves employment with the BOROUGH, any future payments of accrued time due will become payable at the EMPLOYEE's last date of employment at the EMPLOYEE's straight time rate as of that date.

d. Time Due Usage. The EMPLOYEE may use accrued time due hours as time off subject to normal restrictions on use of Holiday hours. If the EMPLOYEE chooses to use Time Due Hours as time off after December 1, 2021, the remaining payments due to the EMPLOYEE under Paragraph b. will be adjusted to reflect the reduction in hours of Time Due.

22.06 All EMPLOYEES shall be entitled to one (1) personal day per annum in addition to the fifteenth (15) holiday. This day is to be taken when a shift is not short (non-priority days), with the approval of the Chief of Police, which approval shall not be unreasonably withheld. EMPLOYEES shall be entitled to the additional personal day whether assigned to an eight (8) hour work day schedule or a twelve (12) hour work day schedule.

Section 23.00

SICK LEAVE

23.01 All full time members of the Police Department shall be entitled to one hundred twenty (120) hours of sick leave with pay during each calendar year with regard to illness or injury which is not service connected. If an EMPLOYEE does not use all of the said sick days, he/she shall be permitted to accumulate his/her unused sick days to be a total of not more than one thousand six hundred (1,600) hours of accumulated sick leave.

23.02 Effective January 1, 2021, all EMPLOYEES will be granted up to six (6) months of Catastrophic Medical Leave to be used throughout

the EMPLOYEE'S career. Catastrophic Medical Leave may be taken at the option of the EMPLOYEE in segments as medically necessary subject to the limitations set forth in this Paragraph.

(1) EMPLOYEES will be permitted to take Catastrophic Medical Leave for any sick leave period exceeding thirty (30) calendar days. Beginning on the 31st calendar day of any sick leave period, EMPLOYEES will have the option to use Catastrophic Medical Leave rather than using any remaining time in their accumulated sick leave or going on leave without pay.

(2) During the first thirty (30) calendar days of any Catastrophic illness, the EMPLOYEE will use accumulated sick leave time. In the event that the EMPLOYEE does not have enough remaining accumulated sick leave time to reach the Catastrophic Medical Leave threshold, that EMPLOYEE will be permitted to draw from the next calendar year's allotment of sick leave time prior to going without pay. Any such draw will be repaid by the EMPLOYEE out of future years sick leave allowance.

(3) The BOROUGH may request a Certification of Health Care Provider for Employee's Serious Health Condition under the Family and Medical Leave Act from the EMPLOYEE and the EMPLOYEE'S health care provider to document the need for the absence.

(4) Catastrophic Medical Leave does not apply to any Work Incurred Injury which will continue to be controlled by the terms of Paragraph 24.00.

Section 24.00 WORK INCURRED INJURY

24.01 Where an EMPLOYEE under this Agreement suffers a work-connected injury or disability, the Borough shall continue such EMPLOYEE at full pay during the continuance of such EMPLOYEE's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough.

24.02 The EMPLOYEE shall be required to provide a certificate from a reasonable physician that he/she is unable to work and the Borough may reasonably require said EMPLOYEE to present such certificate from time to time.

24.03 In the event the EMPLOYEE contends that he or she is entitled to a period of disability beyond the period established by the treating physician or a physician employed by the Borough, or by its insurance carrier, then and in that event, the burden shall be upon the EMPLOYEE to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, or if there is an appeal therefrom, by the final decision of the last reviewing court which shall be binding upon the parties.

24.04 For the purpose of this section, injury or illness incurred while the EMPLOYEE is acting in any Borough authorized activity shall be considered in the line of duty.

24.05 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, the final decision of the last reviewing Court.

24.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

Section 25.00 BEREAVEMENT LEAVE

25.01 All permanent full time EMPLOYEES covered by this Agreement shall be entitled to a four (4) day leave with pay upon the death or serious illness of a member of his/her immediate family. Serious illness is defined as an imminently life threatening illness or injury.

25.02 Immediate family shall include the EMPLOYEE's spouse, and the children, parents, brothers, sisters, and grandparents of the EMPLOYEE and the EMPLOYEE's spouse.

25.03 Such leave shall not be charged against EMPLOYEE's vacation or sick leave.

25.04 Any extension of absence under this section may, at the EMPLOYEE's option and with the consent of the Chief of Police, be

charged against available vacation time, holidays, or taken without pay for a reasonable period.

25.05 In the case of unusual circumstances not specifically covered in this section, funeral leave may be granted or extended at the discretion of the Chief of Police.

25.06 EMPLOYEES shall be entitled to four (4) working day leave with pay regardless of whether the EMPLOYEE is assigned to the eight (8) hour work day schedule or the twelve (12) hour work day schedule.

Section 26.00 LEAVE OF ABSENCE

26.01 All EMPLOYEES covered by this Agreement may be granted leave of absence without pay.

26.02 Leave of absence is any requested and approved extended period away from work without pay. In appropriate circumstances and where the interests of the Police Department are not prejudiced, the Chief of Police may grant leaves of absence of not more than two (2) weeks duration to EMPLOYEES who have completed at least one (1) year of service.

26.03 Leave of absence in excess of two (2) weeks may be granted by the Mayor and Council only on the recommendation of the Chief of Police. Leave of absence in excess of thirty (30) days will be granted only in light of the EMPLOYEE's need and the best interest of the Borough.

26.04 At the expiration of such leave, the EMPLOYEE shall be returned to the position he or she enjoyed immediately prior to the leave of absence.

Section 27.00 MEDICAL COVERAGE

27.01 It is the policy of the Borough to provide for the health care of its EMPLOYEES. In order to carry out that policy, the Borough provides hospitalization, major medical, and dental insurance plans for all EMPLOYEES and their dependents, including unemancipated children.

27.02 Hospital insurance and major medical coverage shall be provided under a health plan currently provided through the Bergen Municipal Employee Fund. The plan is currently provided by Aetna Insurance Company and has at least the following benefits and coverage:

- A. Family well care of \$300.00 for each participant who avails himself/herself of network doctors;
- B. A deductible of \$200/\$500. On and after the signing of this Agreement, the Borough shall no longer reimburse the employee the difference between the prior deductible of \$100/\$200 and the deductible set forth herein.
- C. There shall be no billing for network doctors;
- D. Prescription plan-the employee will be obligated to pay ten (10%) percent of the cost of each prescription, up to a yearly cap of \$500.00. After the cap is reached of \$500.00, the EMPLOYEE will be eligible for reimbursement under the major medical portion of the plan at an 80%/20% reimbursement.
- E. Vision plan, which provides for:
 - 1. Eye exam-every two (2) years with a network doctor, BOROUGH will be obligated for fifty (50%) percent of exam costs, not to exceed \$200;
 - 2. Eyeglasses and contact lenses-every two (2) years with a network doctor, BOROUGH will be obligated for fifty (50%) of reimbursement for eyeglasses and contact lenses, not to exceed \$200.00.

- F. An employee who avails himself/herself of the plan shall have no lifetime cap.
- G. Subject to the provisions above, medical coverage shall not be less than the coverage provided by Mastercare as set forth in the previous collective bargaining agreement (2001-2003) for the duration of this collective bargaining agreement. The parties acknowledge and agree that medical coverage for police employees has been provided by Aetna Insurance Company since in or about October, 2003. The Association has raised certain issues with regard to whether such coverage is equal to or better than the prior coverage under Mastercare. The parties are continuing to meet and negotiate with respect to these issues.

27.03 Dental insurance is provided through Delta Dental Plan of New Jersey, Inc., Premier Plan.

27.04 Coverage Continuance: In the event that any present insurance carrier shall refuse to continue to provide such insurance, or in the event the Borough shall elect to place such coverage with a different insurance carrier, the Borough will attempt to effectuate a transfer of coverage with no interruption of coverage or loss of benefits to any EMPLOYEE or dependents. In the event that a change in coverage takes place because the Borough elects to change insurance carriers and if for that reason an EMPLOYEE or member of his immediate family shall be denied benefits, then the Borough will reimburse the EMPLOYEE in the amount that would have been paid to that EMPLOYEE under the pre-existing insurance program, provided, however, that this obligation of the Borough shall not apply if the change in coverage is caused by any reason other than the voluntary election of the Borough to change insurance carriers.

27.05 Effective as soon as practicable following the execution of the 2013 through 2016 Agreement, the Borough will change insurance coverage to the New Jersey State Health Benefits Plan, Direct 10 Program including the other plan options available to enrollees in the State Health Benefits Plan. In the event that the State Health Benefits Plan shall refuse to continue to provide such insurance, or in the event the Borough shall elect to place such coverage with a different insurance carrier, the Borough will attempt to effectuate a transfer of coverage with no interruption of coverage or loss of benefits to any EMPLOYEE or dependents. In that event, medical coverage shall not be less than the coverage provided by the State Health Benefits Plan, Direct 10 Program, for the duration of this collective bargaining agreement. Prescription, vision and dental benefits available to active EMPLOYEES and their beneficiaries will not be changed and shall continue to meet the requirements set forth in 27.02 and 27.03.

27.06 Due to provisions of the State Health Benefits Plan, it will be necessary for the Borough to change carriers for all employees, beneficiaries and covered retired employees. Due to provisions of the State Health Benefits Plan, retirees of the Association will be required to be enrolled in a prescription plan offered by the State Health Benefits Plan which plan will have substantially different co-payment provisions than the present prescription plan benefits offered to active and retired employees. The Borough recognizes that the Association is not authorized to represent retirees and cannot negotiate concerning the provision of health insurance, prescription and dental benefits to existing retirees of the Association. The Association cannot guarantee acceptance by existing Association retirees. The Borough agrees to provide reimbursement for present Association retirees such that retirees will pay no additional out of pocket expense (co-payment and co-insurance) resulting from the change to the New Jersey State Health Benefits Plan, Direct 10 program. The Borough further agrees to provide reimbursement for present Association retirees such that retirees will pay no additional out of pocket expense (co-payments and co-insurance) resulting from the change in prescription benefits provider to the New Jersey State Health Benefits Plan. For the purpose of this paragraph, the term "present Association retirees" shall include all Association retirees eligible to receive benefits as of the date of the execution of this Agreement as well as all present employees eligible to receive benefits who apply for retirement on or before December 31, 2014. The Borough agrees to assist Association retirees with completing necessary paperwork, enrollment forms and other transition issues associated with the change in benefits providers to the New Jersey State Health Benefits Plan.

Section 28.00 INSURANCE

28.01 The Borough will continue to provide existing insurance coverage to EMPLOYEES covered under this Agreement, protecting them from civil suits arising out of the performance of their duties; including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

28.02 The Borough will also pay a reasonable fee to an attorney selected by said EMPLOYEE, bond, interest or judgment, which any EMPLOYEE may be charged or obligated to pay as a result of any civil and/or criminal charges against the EMPLOYEE by reason of the performance of his/her duties for the Borough; but not for such EMPLOYEE's defense in any disciplinary proceeding instituted against him/her by the Borough or in a criminal proceeding instituted as a result of a complaint on behalf of the Borough. If any such disciplinary or criminal proceeding instituted by or on complaint of the Borough shall be dismissed or finally determined in favor of the EMPLOYEE, he/she shall be reimbursed for the reasonable expense of his/her defense. Further, in no event shall an attorney selected by the EMPLOYEE be substituted unless such substitution shall be consented to in writing by the insurance carrier for the Borough or its designated representative.

Section 29.00 **BULLETIN BOARD**

29.01 The Borough will supply one (1) bulletin board for the use of the Association, to be placed in a conspicuous location.

29.02 The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of EMPLOYEES.

29.03 No matter may be posted without receiving permission of the designated Association representatives.

Section 30.00 **CEREMONIAL ACTIVITIES**

30.01 In the event a police officer in another Department in the State of New Jersey is killed in the line of duty, the Borough will permit at least two (2) uniformed EMPLOYEES of its Department to participate in funeral services for such deceased officer.

30.02 Subject to the availability of same, the Chief of Police will permit a Department vehicle to be utilized by the EMPLOYEES in the funeral service.

30.03 Police officers participating in such funeral services shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Chief of Police.

Section 31.00 **PERSONNEL FILES**

31.01 A separate personal history file shall be established and maintained for each EMPLOYEE covered by this Agreement. Such personal history files are confidential records and shall be maintained in the office of the Chief of Police or his designee.

31.02 Any EMPLOYEE may, by appointment, review his or her personnel file, but this appointment for review must be made through the Chief of Police, or his or her designated representative.

31.03 If a written complaint concerning an EMPLOYEE or an EMPLOYEE's action is to be placed in the EMPLOYEE's personnel file, a copy of said complaint shall be made available to the EMPLOYEE. The EMPLOYEE shall be given an opportunity to rebut the complaint if he or she desires, and shall be permitted to place said rebuttal in his or her personnel file.

31.04 Any and all commendations such as, but not limited to, Departmental Commendations; letters of appreciation from other departments or agencies, residents, and/or other persons shall be placed in the EMPLOYEE's personnel file.

31.05 All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom except upon request of the employee with the approval of the Chief of Police in the exercise of managerial prerogatives.

31.06 Each EMPLOYEE'S personnel file shall be organized in chronological order with pages numbered in consecutive order. Employees shall receive notice of any entry to their personnel files provided, however, that this provision shall not afford the employee a right to prevent such entry.

Section 32.00 MILITARY LEAVE

32.01 Military leave for EMPLOYEES training or service with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

Section 33.00 PENSION

33.01 The Borough shall provide pension and retirement benefits to EMPLOYEES pursuant to provisions of the statutes and laws of the State of New Jersey.

33.02 The Borough will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to EMPLOYEES pursuant to this Agreement.

33.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then and in that event, resolution of such dispute shall be made by the appropriate Fund and the parties to this Agreement agree to be bound thereby.

Section 34.00 GRIEVANCE PROCEDURE

34.01 To provide for the expeditious and mutually satisfactory settlement of grievances by reason of complaints arising under this Agreement, the following procedures shall be used.

34.02 For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Borough and any EMPLOYEE with respect to the interpretation, application or violation of any of the provisions of this Agreement.

34.03 The procedure for settlement of grievances shall be as follows:

A. STEP ONE

In the event that any EMPLOYEE has a grievance, within ten (10) working days of the occurrence of the event being grieved, the EMPLOYEE shall discuss it informally with his/her supervisor and then submit it in writing. The supervisor shall decide the grievance within twenty (20) working days after the grievance is first presented to him or her. Said decision shall be in writing.

B. STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within twenty (20) working days, the grievance shall be presented in writing to the Chief of Police or his/her designee. The Chief or his/her designee shall render a decision within twenty (20) working days after the grievance was first presented to him or her. Said decisions shall be in writing.

C. STEP THREE

If the Association wishes to appeal the decision of the Chief of Police (or his/her designee), it shall be presented in writing to the Borough's Governing Body within twenty (20) working days. This presentment shall include copies of all previous correspondence relating to the matter in dispute. The Borough's Governing Body shall give the Association the opportunity to be heard and will give its decision in writing within twenty (20) working days of the receipt of the written grievance.

D. STEP FOUR

If the Association wishes to appeal the decision of the Governing Body, it shall, within sixty (60) working days of the receipt of the decision of the Governing Body, file with the New Jersey Public Employment Relations Commission, its request for arbitration of the grievance in question. The parties shall be bound by the decision of the Arbitrator. The cost of the Arbitrator shall be borne equally by both parties, but each party shall be liable for the payment of its own representative.

34.04 The time limits set forth in 34.03 may be extended by mutual consent of the parties in writing.

Section 35.00 SAVINGS CLAUSE

35.01 It is understood and agreed that if any portion of this Agreement or the application of the Agreement to any person or circumstances shall be invalidated by statute, federal or state judicial or administrative decision, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

35.02 If any such provisions are so invalidated by statute, the Borough and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

Section 36.00 OFF-DUTY ACTION

36.01 Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

A. Any action taken by an EMPLOYEE within the State of New Jersey on his or her time off, which would have been taken by an officer on active duty if present or available, shall be considered police action, and the EMPLOYEE shall have all of the rights and benefits concerning such action as if he or she were then on active duty.

B. Recognizing that the Borough and its residents benefit from the additional protection afforded by armed off-duty police officers, and further recognizing the weighty responsibilities and hazards confronting such armed off-duty police officers, the Borough agrees to pay such EMPLOYEES the sum of one (\$1.00) dollar in lieu of any other regular or periodic payments for such off-duty performances.

Section 37.00 STANDBY TIME

37.01 Standby time shall be considered as time worked if the Chief or his designee requires the EMPLOYEE to remain in a fixed location.

37.02 Present practice with regard to weekend standby for detectives shall continue, but the amount payable for such weekend standby shall be fifteen hundred (\$1,500.00) dollars per year per EMPLOYEE, with no set-offs for actual overtime worked on such weekends.

Section 38.00 **EXCUSED ABSENCE**

38.01 Excused absences are defined as any authorized absences from the scheduled hours of work for which no deduction is made from the EMPLOYEE's leave, military leave or bereavement leave. The Borough grants time off without loss of pay to EMPLOYEES and identifies the absence as excused under the following circumstances.

Section 38.02 **TIME NECESSARY FOR VOTING**

Any Employee who desires to vote in a general or primary election, special election or local/municipal election in the community where he or she resides, and who is required to work on the day of such election and whose hours of work are such that it will be difficult or impossible for him to vote shall be granted two (2) hours of excused time to vote. Such time off shall be allowed only at the beginning or end of the Employee's tour of duty as designated by his supervisors. However, any Employee who has four (4) or more consecutive hours off before or after his working hours during which polls are open will be considered to have sufficient time to vote outside of his or her working hours and will not, therefore, be granted excused time.

38.03 **TIME FOR DONATING TO THE COMMUNITY BLOOD BANK**. Expired.

38.04 **WEDDING OF EMPLOYEE**

Expired January 1, 2014.

38.05 **WIFE GIVING BIRTH**

One (1) working day off excused time in connection with time when the Employee or the Employee's wife gives birth. Employees shall receive one (1) working day regardless of whether the Employee is assigned to an eight (8) hour work day schedule or a twelve (12) hour work day schedule

38.06 **MOVING HOUSEHOLD**

Expired January 1, 2014.

38.07 **FAMILY ILLNESS LEAVE**

All permanent full time EMPLOYEES covered by this Agreement shall be entitled to up to two (2) days leave with pay to care for a member of the EMPLOYEE's immediate family who is ill or injured. Immediate family shall include the EMPLOYEE's spouse and the children, parents, brothers, sisters, and grandparents of the EMPLOYEE and the EMPLOYEE's spouse. EMPLOYEE shall receive up to two (2) paid days off regardless of whether the EMPLOYEE is assigned to an eight (8) hour work day or a twelve (12) hour work day schedule.

SECTION 39.00 **ALLOWANCES**

39.01 **MILEAGE ALLOWANCE** Expired

39.02 **MEAL ALLOWANCE**. Expired.

Section 40.00 **MATERNITY LEAVE**

40.01 Maternity leaves not to exceed six (6) months without pay shall be granted at the request of female Employee.



40.02 Maternity leaves may be extended or renewed for a period not to exceed six (6) months without pay upon the request of a female Employee.

40.03 Male employees shall be entitled to unpaid leaves of absence under the provisions of the Federal Family Medical Leave Act (FMLA) and State Family Leave Act, whichever is applicable.

A handwritten signature in blue ink, consisting of a stylized 'P' followed by 'W/P'.

Section 41.00 SAFETY AND HEALTH

41.01 The Borough shall, at all times, maintain existing working conditions to insure maximum safety for all Employees and shall provide equipment and devices toward that end.

Section 42.00 YEARLY CALENDAR

42.01 Except as otherwise modified by this Agreement the present calendar year shall remain in full force and effect.

42.02 Vacations are selected pursuant to the Agreement and shall be fully shown in "C."

Section 43.00 NO WAIVER

43.01 Except as otherwise provided in this Agreement, the failure to enforce any provision in this Agreement shall not be deemed a waiver thereof.

43.02 This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the EMPLOYEES are entitled by law.

Section 44.00 PATROL SAFETY

44.01 The Borough recognizes and agrees that the day to day dangers and unforeseen occurrences that an EMPLOYEE may encounter on his daily tour are of concern to both parties to this Agreement.

44.02 The Borough recognizes and agrees that in most instances an immediate and able backup police officer is both necessary and proper patrol procedure.

44.03 The Borough shall therefore use its best efforts to provide a minimum of two (2) police officers on patrol at all times on every tour of each day. This minimum patrol shall be constituted from ranks of Police Officer, Sergeant or Lieutenant.

44.04 The parties agree that on any tour not manned by the aforesaid minimum complement of Police Officers, the Police Officer shall notify the officer in charge of said condition who shall reasonably determine whether circumstances exist which renders it either impracticable or unnecessary to provide the aforesaid minimum complement.

44.05 Any time the EMPLOYEE performs a duty or function which he/she has been ordered to perform by any supervisor in the chain of command of the EMPLOYEE while on duty, including the tour commander of equal rank, and which is traditionally performed by EMPLOYEES governed by this Agreement, or one incidental thereto, such EMPLOYEE shall be deemed to be acting in the line of duty, and it shall be construed by the parties as an incident of employment entitling the EMPLOYEE to all benefits and protections afforded him/her including but not limited to a construction by the parties that an injury occurring as a result of such an activity is one which arises out of and in the course of the EMPLOYEE's employment for the purposes of Workers' Compensation and pension benefits.

44.06 The Borough will maintain all vehicles in a reasonably sound and safe condition and will make all reasonable efforts to keep the said vehicles reasonably safe and sound.

Section 45.00 SAFETY COMMITTEE

45.01 The Borough and the EMPLOYEES hereby agree to establish a Safety Committee, which Committee shall be charged with advising the Chief of Police and the Mayor and Council of the Borough on all matters with respect to the health and safety of the members.

45.02 The Committee shall present its advisory opinion on any matter relating to health and safety, to include, but not be limited to, the following: Vehicle safety; quantity and quality of emergency equipment; weapons; protective equipment; safety and health procedures; prisoner and public safety; and safety morale.

45.03 The Committee shall be composed of two (2) representatives appointed by the Mayor and Council and two (2) representatives appointed by the PBA. A majority vote of Committee members on any given subject shall constitute the report of the Committee. Minority opinions may be reduced to writing and submitted to the Chief of Police if so desired by any member of the Committee.

45.04 The Committee shall meet not less than once every two (2) months at a mutually convenient time and place.

45.05 Any person may submit suggestions to the Committee members either orally or in writing.

Section 46.00 FACILITIES

46.01 All Police quarters shall have adequate air-conditioning, heating, hot water, sanitary facilities, reasonably private locker rooms and adequate eating facilities.

Section 47.00 RETIREMENT

47.01 TERMINAL LEAVE

A. Each EMPLOYEE hired prior to January 1, 2010, and having twenty-five (25) years or more of service with the Borough or with prior pensionable service under the Police and Firemen's Retirement System (P.F.R.S.), or such shorter period permitted by statute to be eligible for an ordinary retirement with full pension benefits under the Police and Firemen's Retirement System (P.F.R.S.), shall be entitled upon retirement with the Borough to a paid terminal leave for a period of three (3) months.

B. Each EMPLOYEE hired on or after January 1, 2010, and having twenty-five (25) years or more of service with the Borough of Maywood, shall be entitled upon retirement with the Borough to a paid terminal leave for a period of three (3) months.

C. In any calendar year, an EMPLOYEE who retires during the months of January through September shall be entitled to receive his terminal leave in the form of a lump sum payment at his option. In any calendar year during the months of October through December, an EMPLOYEE may be entitled to a lump sum payment of terminal leave if such form of payment is acceptable to the Employer.

47.02 HEALTH BENEFITS AND DENTAL COVERAGE

The Borough shall pay all premiums for health benefits and dental coverage of EMPLOYEES (which shall cover EMPLOYEE's spouse and unemancipated children) who shall have served as members of the Police Department of the Borough at the time of retirement and having twenty-five (25) years or more of service with the Borough or with prior pensionable service under the Police and Firemen's Retirement System (P.F.R.S.). This coverage shall continue for the spouse upon the death of EMPLOYEE.

For the purposes of this section, retirees retiring on or after the date of signing of this Agreement shall receive the same health benefits and dental coverage as that paid to current employees of the Police Department, as may be altered from time to time, except as modified herein. Contributions toward health insurance premiums negotiated in the future shall not increase the contribution paid by the retiree under the contract in effect at the time of his/her retirement.

47.03 When such EMPLOYEES shall have reached the age of 65 or after retirement, they shall, as a condition of continued health benefits as provided for herein, apply for and pay, at their own cost and expense, such sums as may be due for Medicare coverage, Parts A and B, to the end that the health benefits provided for in this paragraph shall then consist of complimentary coverage.

47.04 To the extent permitted by applicable law, EMPLOYEES retiring between January 1, 2017 and December 31, 2020 shall have a reduced contribution toward the cost of benefits provided throughout the EMPLOYEE'S retirement. For EMPLOYEES electing to retire during this period, the EMPLOYEE contribution toward the Borough's cost of premiums for benefits coverage of the EMPLOYEE and any dependent coverage elected by the EMPLOYEE shall be seventy-five (75%) of the amount of contribution calculated in accordance with P.L. 2011, Chapter 78. The minimum contribution shall be One and a half (1.5%) of the EMPLOYEE'S retirement allowance and the maximum contribution shall be 26.25% (75% of 35% maximum contribution level). This contribution percentage shall not be increased for EMPLOYEES retiring pursuant to this paragraph throughout the EMPLOYEE'S retirement except as required by law. To the extent that contributions toward the cost of benefits are no longer required by law, EMPLOYEES shall not be required to contribute more than required by law due to this paragraph. This paragraph shall not be precedent nor be binding upon the Borough for Employees retiring on January 1, 2021 or thereafter.

Section 48.00 SENIORITY

48.01 Traditional principles of seniority shall apply to EMPLOYEES within grade covered by this Agreement. Such principles shall apply to layoff, recall, transfer and other similar acts. Seniority is defined to mean the accumulated length of service within the Department. Time in service by day of appointment shall apply. An EMPLOYEE's length of service shall not be reduced by time lost due to the absence from his or her employment due to bona fide illness or injury certified by a physician not in excess of one (1) year.

48.02 New police officers shall be appointed for a probationary period commencing from the date of their employment to a date one year following completion of the Police training school, but in no event later than sixteen (16) months following the date of appointment. Police officers either transferring to the Borough from other jurisdictions after completion of Police training school or new police officers having completed police training school prior to their date of hire by the Borough shall be appointed for a probationary period commencing from the date of their employment to a date one year following the date of their employment. During said period of probation, an EMPLOYEE may be dismissed with or without cause.

Section 49.00 TERM OF CONTRACT

49.01 This Contract shall be effective as of January 1, 2021, and shall terminate on December 31, 2024.

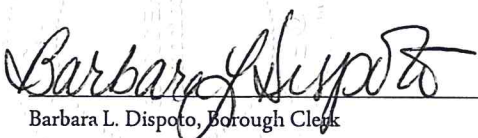
Section 50.00 GENDER

50.01 It is the express intention of the parties hereto to utilize language in this Agreement which is "sex-neutral" and "gender-neutral." Whenever the words "he" or "him" are used, they shall apply with equal force to a female employee in which case the words "she" or "her" shall be substituted as if such words were expressly utilized in the actual specific provision of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

ATTEST:

BOROUGH OF MAYWOOD


Barbara L. Disposito, Borough Clerk

BY: 
Richard Bolan, Mayor

WITNESS:

MAYWOOD PBA LOCAL 102




BY: 

BY: 

APPENDIX "A"
ANNUAL BASE SALARIES
SCHEDULE A - for Employees hired prior to January 1, 2010

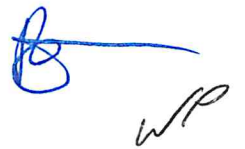
	2.00%	2.50%	2.50%	2.50%	2.00%
	2021	2022	2023	2024	
Prior to Completion Academy	\$46,306.64	\$47,464.31	\$48,650.92	\$49,623.93	
Completion of Academy	\$52,646.77	\$53,962.94	\$55,312.02	\$56,418.26	
12 Months to 18 Months	\$61,273.40	\$62,805.24	\$64,375.37	\$65,662.87	
18 Months to 2 years	\$76,332.44	\$78,240.75	\$80,196.77	\$81,800.70	
3 years	\$98,134.53	\$100,587.89	\$103,102.59	\$105,164.64	
After completion of third year to completion of fourth year	\$112,404.20	\$115,214.31	\$118,094.67	\$120,456.56	
After completion of fourth year to completion of fifth year	\$130,241.79	\$133,497.84	\$136,835.28	\$139,571.99	
After completion of fifth year	\$138,101.01	\$141,553.54	\$145,092.38	\$147,994.22	
Sergeant	\$148,922.98	\$152,646.06	\$156,462.21	\$159,591.45	
Lieutenant	\$159,647.13	\$163,638.30	\$167,729.26	\$171,083.85	
Captain	\$170,373.33	\$174,632.66	\$178,998.48	\$182,578.45	

SCHEDULE B - for Employees hired on or after January 1, 2010 and prior to December 31, 2013

	2.00%	2.50%	2.50%	2.00%
	2021	2022	2023	2024
Prior to Completion Academy	\$46,306.64	\$47,464.31	\$48,650.92	\$49,623.93
Completion of Academy	\$53,956.19	\$55,305.09	\$56,687.72	\$57,821.48
12 Months to 18 Months	\$61,605.71	\$63,145.85	\$64,724.49	\$66,018.98
18 Months to 2 years	\$69,255.24	\$70,986.62	\$72,761.29	\$74,216.52
3 years	\$76,904.77	\$78,827.39	\$80,798.07	\$82,414.03
After completion of third year to completion of fourth year	\$92,215.45	\$94,520.84	\$96,883.86	\$98,821.54
After completion of fourth year to completion of fifth year	\$107,502.90	\$110,190.47	\$112,945.23	\$115,204.14
After completion of fifth year	\$122,801.95	\$125,872.00	\$129,018.80	\$131,599.17
After completion of sixth year	\$138,101.01	\$141,553.54	\$145,092.38	\$147,994.22
Sergeants	\$148,922.98	\$152,646.06	\$156,462.21	\$159,591.45
Lieutenants	\$159,647.13	\$163,638.30	\$167,729.26	\$171,083.85
Captains	\$170,373.33	\$174,632.66	\$178,998.48	\$182,578.45

SCHEDULE C - for Employees hired on or after January 1, 2014 and prior to December 31, 2016

	2.00%	2.50%	2.50%	2.50%	2.00%
	2021	2022	2023	2024	
Prior to Completion Academy	\$46,306.64	\$47,464.31	\$48,650.92	\$49,623.93	
Completion of Academy	\$53,956.19	\$55,305.09	\$56,687.72	\$57,821.48	
12 Months to 18 Months	\$61,605.71	\$63,145.85	\$64,724.49	\$66,018.98	
18 Months to 2 years	\$69,255.24	\$70,986.62	\$72,761.29	\$74,216.52	
3 years	\$76,904.77	\$78,827.39	\$80,798.07	\$82,414.03	
After completion of third year to completion of fourth year	\$92,215.45	\$94,520.84	\$96,883.86	\$98,821.54	
After completion of fourth year to completion of fifth year	\$107,502.90	\$110,190.47	\$112,945.23	\$115,204.14	
After completion of fifth year to completion of sixth year	\$115,152.43	\$118,031.24	\$120,982.03	\$123,401.67	
After completion of sixth year to completion of seventh year	\$122,801.95	\$125,872.00	\$129,018.80	\$131,599.17	
After completion of seventh year to completion of eighth year	\$131,136.89	\$134,415.31	\$137,775.69	\$140,531.20	
After completion of eighth year	\$138,101.01	\$141,553.54	\$145,092.38	\$147,994.22	
Sergeants	\$148,922.98	\$152,646.06	\$156,462.21	\$159,591.45	
Lieutenants	\$159,647.13	\$163,638.30	\$167,729.26	\$171,083.85	
Captains	\$170,373.33	\$174,632.66	\$178,998.48	\$182,578.45	



SCHEDULE D - for Employees hired on or after January 1, 2017

	2.00%	2.50%	2.50%	2.50%	2.00%
	2021	2022	2023	2024	
Prior to Completion Academy	\$46,306.64	\$47,464.31	\$48,650.92	\$49,623.93	
Completion of Academy	\$53,956.19	\$55,305.09	\$56,687.72	\$57,821.48	
12 Months to 18 Months	\$61,605.71	\$63,145.85	\$64,724.49	\$66,018.98	
18 Months to 2 years	\$69,255.24	\$70,986.62	\$72,761.29	\$74,216.52	
3 years	\$76,904.77	\$78,827.39	\$80,798.07	\$82,414.03	
After completion of third year to completion of fourth year	\$84,560.12	\$86,674.12	\$88,840.97	\$90,617.79	
After completion of fourth year to completion of fifth year	\$92,215.45	\$94,520.84	\$96,883.86	\$98,821.54	
After completion of fifth year to completion of sixth year	\$99,859.18	\$102,355.66	\$104,914.55	\$107,012.84	
After completion of sixth year to completion of seventh year	\$107,502.90	\$110,190.47	\$112,945.23	\$115,204.14	
After completion of seventh year to completion of eighth year	\$115,152.43	\$118,031.24	\$120,982.03	\$123,401.67	
After completion of eighth year to completion of ninth year	\$122,801.95	\$125,872.00	\$129,018.80	\$131,599.17	
After completion of ninth year to completion of tenth year	\$131,136.89	\$134,415.31	\$137,775.69	\$140,531.20	
After completion of tenth year	\$138,101.01	\$141,553.54	\$145,092.38	\$147,994.22	
Sergeants	\$148,922.98	\$152,646.06	\$156,462.21	\$159,591.45	
Lieutenants	\$159,647.13	\$163,638.30	\$167,729.26	\$171,083.85	
Captains	\$170,373.33	\$174,632.66	\$178,998.48	\$182,578.45	



APPENDIX 'B'

LONGEVITY

(Schedule of Increments)

<u>Time Increment</u>	For hires before 1/1/2010	For hires on or after 1/1/2010 and prior to 1/1/2014
	<u>Percent</u>	<u>Percent</u>
Hire date but less than 4 years	0%	0%
4 years but less than 6 years	2%	0%
6 years but less than 8 years	3%	1%
8 years but less than 10 years	4%	2%
10 years but less than 12 years	5%	3%
12 years but less than 14 year	6%	4%
14 years but less than 16 years	7%	5%
16 years but less than 18 years	8%	6%
18 years but less than 20 years	9%	7%
20 years and over	10%	8%

Employees hired on or after January 1, 2014 shall not be entitled to payment of longevity.

APPENDIX 'C'

VACATIONS

Vacation allowance in year subsequent to the calendar year in which the individual is employed is determined by the length of service completed. The past practice of using anniversary dates for computation of vacation allowances shall be continued.

<u>Length of Service</u>	<u>Vacation Days*</u>
Employees with 5 months of service but less than one (1) year of service	7 days
More than one (1) year of service but less than five (5) years of service	13 days
More than five (5) years of service but less than ten (10) years of service	16 days
More than ten (10) years of service but less than fifteen (15) years of service	23 days
More than fifteen (15) years of service but less than twenty (20) years of service	27 days

* Working days

APPENDIX 'D'

HOLIDAY SCHEDULE

The following holidays are observed:

1. New Year's Day
2. President's Day
3. Good Friday
4. Easter
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving Day
13. Christmas Day
14. Martin Luther King Day
15. Personal Day - Non-priority



APPENDIX 'E'

ADDITIONAL SCHEDULE HOURS

		<u>Hours</u>
1.	Officers with less than one (1) year of service	154
2.	Officers with more than one (1) year but less than five (5) years of service	130
3.	Officers with more then five (5) years but less than ten (10) years of service	118
4.	Officers with more then ten (10) years but less than fifteen (15) years of service	90
5.	Officers with more then fifteen (15) years of service	72



BOROUGH CLERK
Barbara L. Dispoto, RMC

ADMINISTRATOR
Donna Puglisi, CPM, CPRP

201-845-2900
FAX: 201-909-0673



MAYOR
Richard Bolan

COUNCIL PRESIDENT
Katherine Bennin

COUNCIL MEMBERS
Jacqueline DeMuro
Jacqueline Flynn
Douglas Herrick
Louis D. Roer
Ryan P. Ullman

BOROUGH OF MAYWOOD

15 Park Avenue, Maywood, NJ 07607-2015

www.maywoodnj.com

RESOLUTION #162-21

RESOLUTION APPROVING THE CONTRACT WITH P.B.A. LOCAL NO. 102 AND AUTHORIZING MAYOR TO EXECUTE AGREEMENT ON BEHALF OF THE BOROUGH IN THE BOROUGH OF MAYWOOD, COUNTY OF BERGEN, NEW JERSEY

WHEREAS, the Borough of Maywood engaged in negotiations for a successor collective negotiations agreement ("CNA") with the P.B.A. Local No. 102 and has agreed to terms and concluded negotiations with respect to a new contract for the period of January 1, 2021 through December 31, 2024; and

WHEREAS, this agreement has been reached regarding the contract terms and conditions as reflected in the contract attached hereto and made a part hereof; and

WHEREAS the Mayor and Council of the Borough of Maywood wishes to approve said agreement;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Maywood, County of Bergen, State of New Jersey, that the Mayor be and he is hereby authorized and directed to execute, and the Borough Clerk, is directed to attest to any documents necessary to enforce the terms and conditions in the new contract between the Borough of Maywood and the P.B.A. Local No. 102 for the period of January 1, 2021 through December 31, 2024; and

BE IT FURTHER RESOLVED, that a copy of the within resolution together with a copy of the Agreement be on file in the Office of the Borough Clerk and be available for public inspection during regular business hours and pursuant to the laws of the State of New Jersey, County of Bergen and Borough of Maywood

Date: September 28, 2021

APPROVED: Richard Bolan
Richard Bolan, Mayor

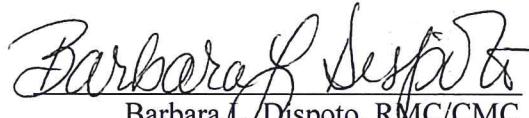
ATTEST: Barbara Dispoto
Barbara L. Dispoto, RMC/CMC
Borough Clerk

	Moved	Seconded	Ayes	Nays	Abstain	Absent	Recuse
Mayor Bolan							
Councilwoman DeMuro			X				
Councilwoman Flynn		X	X				
Councilman Herrick	X		X				
Councilman Roer			X				
Councilman Ullman			X				
Council President Bennin			X				

CERTIFICATION

I, Barbara L. Dispoto, Municipal Clerk of the Borough of Maywood in the County of Bergen and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of September 28, 2021.

Date: 9/30/21


 Barbara L. Dispoto, RMC/CMC
 Borough Clerk

MEMORANDUM OF AGREEMENT

Borough of Maywood and Maywood POA, NJ State PBA Local #102

This Memorandum of Agreement memorializes the agreement between the Borough of Maywood and the New Jersey State Policemen's Benevolent Association, Local #102 for a new collective bargaining agreement. Except as set forth in this Memorandum of Agreement, no other modifications shall be made to the prior Agreement covering the period January 1, 2017 to December 31, 2020.

1. Term: January 1, 2021 to December 31, 2024.
2. Raises: Each step in each salary guide shall be increased by the percentage shown, effective on the following dates:
 - a. January 1, 2021 2.0%
 - b. January 1, 2022 2.5%
 - c. January 1, 2023 2.5%
 - d. January 1, 2024 2.0%
 - e. Retroactive payment for salary increases set forth in this paragraph, sub-paragraph (a), will be made to qualifying employees on or before July 1, 2021.
3. Modification to Section 8

8.01 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 #102 and any membership agreement between the resigning member and the New Jersey State Policemen's Benevolent Association, Local #102.
4. Modification to Section 9

9.02 The base annual salary for the period covered by this Agreement shall, along with all economic items, be deemed retroactive to the dates indicated and any monies due Employees by virtue of this clause shall be paid on or before July 1, 2021.

5. Modifications to Section 19

Effective January 1, 2021, and prior to any modification to Schedule A adopted in this Agreement, the amount of \$1,000.00 shall be added to each step in each salary guide. The following modifications shall be made to Section 19:

19.02 If the Borough decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed item. If the patch is changed, the Borough will pay for the cost of affixing them to the Employee's uniform. (For this purpose, foul weather gear shall not be deemed to be a change.)

19.03 An Employee's uniform or personal equipment which are required by him/her in his/her capacity as Police Officer, which may be damaged during the course of his/her employment shall be replaced at the expense of the Borough, except where such damage is caused by the negligence of the Employee.

19.04 Any such payments made under Section 19.03 above shall be made to the Employee within a reasonable time following verification of damaged equipment.

6. Modifications to Section 21

21.06 It is desirable that the Employee take his entire vacation at one time. Vacation days may be taken in one (1) day increments with approval of the Chief, which approval shall not be unreasonably be withheld.

7. Modifications to Section 22

Section 22.00 HOLIDAYS and PERSONAL DAYS

22.01 All EMPLOYEES covered by this Agreement shall be entitled to receive fifteen (15) working days off per year chargeable as holidays. Employees shall be entitled to fifteen (15) working days off per year regardless of the Employee's work day schedule.

22.02 The holiday schedule shall be as set forth in Appendix "D." The fifteenth (15th) holiday shall be considered a "Personal Day" to be utilized by the EMPLOYEE as a non priority holiday.

22.03 a. Each EMPLOYEE assigned to an administrative work schedule (8/10 hours) shall be able to designate five (5) holidays or their compensatory days per year as "Priority Holidays." Any holiday or compensatory day so designated shall be granted to the EMPLOYEE on the requested date submitted by said EMPLOYEE.

b. Each EMPLOYEE assigned to a patrol work schedule (12 hour) shall be able to designate five (5) holidays or their compensatory days per year as "Priority Holidays." Any holiday or compensatory day so designated shall be granted to the EMPLOYEE on the requested date submitted by the EMPLOYEE.

22.04 Holidays shall not receive the same weight as vacation days.

22.05 a. Effective January 1, 2021, Holidays are expected to be used as time off in the year in which the EMPLOYEE is credited with holiday hours. Any holiday hours which are not used by the EMPLOYEE may be banked for future use to a maximum of 180 hours. Any Holiday hours accumulated by an EMPLOYEE in excess of 180 hours on December 31 of each calendar will be paid to the EMPLOYEE at the EMPLOYEE'S straight time rate by January 15th of the succeeding calendar year.

b. Time Due Payment. Holiday hours accrued and unused by each EMPLOYEE as of December 31, 2020 shall be calculated. Any Holiday hours accrued in excess of 180 hours as of December 31, 2020 shall be divided in quarters and paid to the EMPLOYEE as follows:

1.) One-quarter in the first payroll period after December 1, 2021 at the EMPLOYEE's straight time rate as of December 1, 2021.

2.) One-quarter in the first payroll period after July 1, 2022 at the EMPLOYEE's straight time rate as of July 1, 2022.

3.) One-quarter in the first payroll period after July 1, 2023 at the EMPLOYEE's straight time rate as of July 1, 2023.

4.) One-quarter in the first payroll period after July 1, 2024 at the EMPLOYEE'S straight time rate as of July 1, 2024.

22.06 All EMPLOYEES shall be entitled to one (1) personal day per annum in addition to the fifteenth (15) holiday. This day is to be taken when a shift is not short (non priority days), with the approval of the Chief of Police, which approval shall not be unreasonably withheld. Employees shall be entitled to the additional personal day whether assigned to an eight (8) hour work day schedule or a twelve (12) hour work day schedule.

7. New Paragraph 23.02 Catastrophic Sick Leave

23.02 Effective January 1, 2021, all EMPLOYEES will be granted up to six (6) months of Catastrophic Medical Leave to be used throughout the EMPLOYEE'S career. Catastrophic Medical Leave may be taken at the option of the EMPLOYEE in segments as medically necessary subject to the limitations set forth in this Paragraph.

(1) EMPLOYEES will be permitted to take Catastrophic Medical Leave for any sick leave period exceeding thirty (30) calendar days. Beginning on the 31st calendar day of any sick leave period, EMPLOYEES will have the option to use Catastrophic Medical Leave rather than using any remaining time in their accumulated sick leave or going on leave without pay.

(2) During the first thirty (30) calendar days of any Catastrophic illness, the EMPLOYEE will use accumulated sick leave time. In the event that the EMPLOYEE does not have enough remaining accumulated sick leave time to reach the Catastrophic Medical Leave threshold, that EMPLOYEE will be permitted to draw from the next calendar year's allotment of sick leave time prior to going without pay. Any such draw will be repaid by the EMPLOYEE out of future years sick leave allowance.

(3) The BOROUGH may request a Certification of Health Care Provider for Employee's Serious Health Condition under the Family and Medical Leave Act from the EMPLOYEE and the EMPLOYEE'S health care provider to document the need for the absence.

(4) Catastrophic Medical Leave does not apply to any Work Incurred Injury which will continue to be controlled by the terms of Paragraph 24.00.

DATED:

DATED:

Borough of Maywood

NJ State PBA, Local #102

**Certification of Health Care Provider for
Employee's Serious Health Condition
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage and Hour Division**



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you may not request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: _____
First Middle Last
- (2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)
- (4) Employee's job title: _____ Job description (☐ is / ☐ is not) attached.
Employee's regular work schedule: _____
Statement of the employee's essential job functions: _____

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: (Print) _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(2) Provide your **best estimate** of how long the condition lasted or will last: _____

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care:** The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)
Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for *more than three* consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (☐ was / ☐ will be) seen on the following date(s): _____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

☐ **Pregnancy:** The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

☐ **Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

☐ **Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

☐ **Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

☐ **None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

- (4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

- (5) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

- (6) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week) _____

- (7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week) _____

- (8) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (9) Due to the condition, it (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day / ☐ week / ☐ month) and are likely to last approximately _____ (☐ hours / ☐ days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

- (10) Due to the condition, the employee (☐ was not able / ☐ is not able / ☐ will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

Signature of
Health Care Provider _____ Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
• An overnight stay in a hospital, hospice, or residential medical care facility. • Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
<u>Incapacity Plus Treatment:</u> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: ○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or, ○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
<u>Pregnancy:</u> Any period of incapacity due to pregnancy or for prenatal care.
<u>Chronic Conditions:</u> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
<u>Permanent or Long-term Conditions:</u> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
<u>Conditions Requiring Multiple Treatments:</u> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1	Public Employer:	<u>Borough of Maywood</u>	County:	<u>Bergen</u>
2	Employee Organization:	<u>Police</u>	Number of Employees in Unit:	<u>22</u>
3	Base Year Contract Term:	<u>2020</u>		
4	New Contract Term:	<u>2021-2024</u>		

SECTION II: Type of Contract Settlement (please check only one)

5	☒	Contract settled without neutral assistance
6	☐	Contract settled with assistance of mediator
7	☐	Contract settled with assistance of fact-finder
8	☐	Contract settled in Interest Arbitration
9	If contract was settled in Interest Arbitration, did the Arbitrator issue an Award?	
	Yes	☐ No ☐

SECTION III: Base Salary Calculation

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10	Salary Costs in base year	\$	<u> </u>
11	Longevity Costs in base year	\$	<u> </u>
12	Other base year salary costs		
	<u> </u>	\$	<u> </u>
	<u> </u>	\$	<u> </u>
	<u> </u>	\$	<u> </u>
	<u> </u>	\$	<u> </u>
	Sum of "Other" Costs Listed in Line 12.	\$	<u> </u>
13	Total Base Salary Cost: (sum of lines 10, 11, 12):	\$	<u> </u>

Employer: Borough of MaywoodEmployee Organization: Police

Page 2

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)14 Total Base Salary Cost from Line 13: \$

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
16 Cost of Salary Increments (\$)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
17 Salary Increase Above Increments (\$)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
18 Longevity Increase (\$)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
19 Total Increased Cost for "Other" Items (\$)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
20 Total Increase (\$) (sum of lines 16-19)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

SECTION V: Average Increase Over Term of New CNA

- 21 Dollar Increase Over Life of Contract \$ [Take sum of all amounts listed on Line 20 above]
- 22 Percentage Increase Over Life of Contract % [Divide amount on Line 21 by amount on Line 14]
- 23 Average Percentage Increase Per Year % [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

		←Increases→						
24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	Longevity							
	Vacation							
	Hours worked							
	Clothing							
25	Totals (\$):							

SECTION VII: Medical Costs

Insurance Costs		Base Year	Year 1
26	Health Plan Cost	\$ <u>317,749</u>	\$ <u>288,508</u>
27	Prescription Plan Cost	\$ <u>105,414</u>	\$ <u>105,414</u>
28	Dental Plan Cost	\$ <u>22,836</u>	\$ <u>22,836</u>
29	Vision Plan Cost	\$ <u></u>	\$ <u></u>
30	Total Cost of Insurance	\$ <u></u>	\$ <u></u>

Employer: Borough of Maywood

Employee Organization: Police

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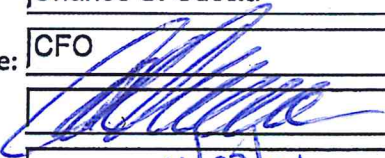
SECTION VII: Medical Costs (continued)

31 Employee Insurance Contributions \$ \$
32 Contributions as % of Total Insurance Cost % %

33 Identify any insurance changes that were included in this CNA.

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: Charles S. Cuccia
Position/Title: CFO
Signature: 
Date: 11/30/21

See attached contract document for details of salary & increases.

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016