



ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

Between

BOROUGH OF MILLTOWN

And

MILLTOWN PBA LOCAL 338
January 1, 2020 through December 31, 2025

Prepared by:

Detzky, Hunter & DeFillippo, LLC
45 Court Street
Freehold, NJ 07728
Attorneys for PBA 338

Law Office of Michael A. D'Aquanni, LLC
1481 Oak Tree Road
Iselin, NJ 08830
Attorneys for Borough of Milltown

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PREAMBLE

This Agreement made on this day of , 2023, between the BOROUGH OF MILLTOWN, a Municipal Corporation, by its Mayor and Borough Council (hereinafter referred to as the "Employer") and MILLTOWN PBA LOCAL NO. 338 (hereinafter referred to as the "Association").

WHEREAS, the Association has been selected as the exclusive bargaining agent by the Employees, hereafter to be defined, in accordance with Chapter 303 of the Laws of 1968; and

WHEREAS, said Association has been in negotiations with the Employer pursuant to Chapter 303 of the Laws of 1968; and

WHEREAS, the Association and the Employer have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to law;

NOW, THEREFORE, subject to law as herein provided, the parties hereto in consideration of the following mutual promises, covenants and agreements contained herein), do hereby establish the following terms and conditions which shall govern the activities of the parties and all affected Employees:

I. RECOGNITION

The Employer hereby recognizes the Association as the sole and exclusive bargaining agent for all Milltown Patrolmen, Corporals, Sergeants and Lieutenants, excluding the Chief of Police.

II. ASSOCIATION REPRESENTATIVES

1. The Association shall have the right to designate such members of the Association, as it deems necessary, as Association representatives and they shall not be discriminated against due to their legitimate Association activities. The Association representatives shall be appointed by resolution of the Association and certified to the Employer by the PBA.

2. The Employer will not discriminate against any Employee because of his exercise of his rights to form, join, organize, or support the PBA or to refrain from such activity.

3. The elected representatives of the PBA Local 338, consisting of one (1) state delegate and one (1) convention delegate, will be granted a leave of absence, with pay, to attend the annual state PBA convention. The representative shall furnish thirty (30) days' notice to the Chief of Police, or designee, of his intention to attend. The representatives so attending shall upon request, submit a certificate of attendance to the convention.

4. One (1) State Delegate and one (1) Alternative/President shall be granted a leave of absence, with pay, to attend the annual mini convention of the State PBA. The representative shall furnish thirty (30) days' notice to the Chief of Police, or designee, of his intention to attend. The representatives so attending shall upon request, submit a certificate of attendance to the convention. The parties agree to comply with N.J.S.A. 40A:14-177.

5. In addition, the duly elected state delegate, or his designee, will be permitted to attend one (1) state delegate meeting and one (1) PBA/County meeting which is a total of two (2) meetings per month, with pay, for time of said meetings when said meetings interfere with his regular work schedule. The duly elected State Delegate, or his designee, must notify the Chief of Police or his designee as soon as possible, within forty-eight (48) hours of notification, of the scheduling of the meeting. Said Delegate shall be granted four (4) hours compensatory time to

attend a State meeting. The PBA shall be allocated one hundred and thirty-six (136) hours of compensatory time per year the use of which shall be permitted to be split as necessary in the discretion of the PBA.

6. The duly elected State Delegate, or his designee will be permitted to attend, with pay, any emergency meeting called by the New Jersey State PBA. A reasonable notice of planned attendance will be given to the Chief of Police, or his designee.

7. During contract negotiations, the authorized representatives of PBA Local 338 shall be excused from normal duties for a reasonable amount of time needed for the scheduled negotiations and prep sessions.

8. The duly elected Association representative shall be excused from his normal duty assignments to process grievances so long as such visits do not interfere with proper services or ongoing workday schedules. The duly elected Association's representative must furnish reasonable notice to the Chief of Police, or his designee, of the time needed to process grievances.

9. Two (2) Association representatives designated by the President shall be granted leave with pay to attend the State PBA collective bargaining seminar. The Association shall provide the Chief of Police a minimum of thirty (30) days advance notice, provided that said attendance will not, at the time such advance notice is provided to the Chief, adversely affect the Police Department's minimum staffing levels.

III. DUES CHECK OFF

1. Upon presentation to the Employer of a dues check-off card signed by individual Employees, the Employer will deduct from such Employees' periodic salaries, the amount set forth on said dues check-off authorization.

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

3. The Borough will implement a fair share representation fee equal to eighty-five (85%) percent of the Association dues. Pursuant to the United States Supreme Court decision in *Janus v. American Federation of State, County and Municipal Employees, et. al.*, 138 S. Ct. 2448 (2018), no representation fee shall be collected from any non-PBA member unless the employee affirmatively consents to said deduction of said fees from his/her wages and the remittance of same to the PBA. As per NJSA 52:14-9e, employees who have authorized said payroll deductions may revoke such authorization by providing written notice to the Borough. Such revocation shall be effective on the 30th day after the employee's anniversary date of employment.

IV. WAGES

1. The base annual wage for Employees covered by this Agreement shall be as set forth in Schedule A and Schedule A-1 annexed.

2. Patrolmen will automatically attain the rate of Corporal after ten (10) years of service and receive that pay at the beginning of their eleventh (11th) year of service from date of hire.

3. Newly hired officers will be placed on the salary guide step determined by management taking into account prior work experience, among other considerations. A patrol officer once placed on the guide shall move to the next higher pay grade step on each successive anniversary of original hire until the top step is reached.

4. Personnel assigned to the Detective Bureau shall receive an annual stipend of \$5,200.00. Said stipend shall be payable January 1 of each year.

V. WAGE INCREASE ELIGIBILITY

1. All Employees in this bargaining unit being carried on the Borough payroll, or on approved leaves of absence, will receive the wage increase negotiated with the following exception: Employees employed prior to the execution of the contract and no longer on the Borough payroll at the execution date of this agreement will not be included in the wage increase.

2. Step increases shall be automatic at the Employee's anniversary date regardless of the date of the execution of the successor agreement.

VI. PROMOTION

1. It is understood that when an officer is promoted in rank, he/she will receive the next pay step in that rank which is greater than his/her present salary.

2. Effective January 1, 2023, the Borough shall satisfy the full cost for uniform upgrade upon promotion or upon assignment to a special unit. Said costs shall include all brass buttons to jackets and uniforms, duty gear, rank insignias and cost of sewing insignias on to uniform.

VII. LONGEVITY

1. In accordance with the longevity resolution, as amended by the Mayor and Council, all eligible Employees are entitled to receive longevity based upon their base salaries. The longevity benefit shall be paid with and folded into regular payroll and used for all calculation purposes.

Beginning with 6 through 10 years	2%
Beginning with 11 through 15 years	3%
Beginning with 16 through 20 years	6%
Beginning with 21 through retirement	8%

VIII. UNIFORMS

1. All new permanent officers will be issued all clothing and equipment for training purposes, as mandated by the police academy, prior to their start at the academy. Prior to graduation from the academy, the new permanent officer will be supplied a complete official uniform inventory by the Chief of Police, as described below:

- One (1) Class A Trousers
- One (1) Class A Long Sleeve Shirt
- One (1) Class A Tie
- One (1) Class A Tie Bar
- One (1) Metal Name Plate
- One (1) Class A Trooper Hat
- One (1) Leather garrison trouser belt
- One (1) Soft Baseball Style Hat
- Three (3) Class B Trousers
- Three (3) Class B Short Sleeve Shirts
- Three (3) Class B Long Sleeve Shirts
- One (1) Class C Black BDU Style Trousers
- One (1) Class C Long Sleeve Reflective Traffic Shirt
- One (1) Class C Short Sleeve Reflective Traffic Shirt
- One (1) Winter heavy weight Jacket - (not leather)
- One (1) Light weight jacket - Spiewak Brand for class B uniform

One (1) Raincoat with Reflective Police Lettering
One (1) Rain cover for Class A Trooper Hat
One (1) Reflective Traffic Vest with Police Lettering
One (1) Armor Express Level III Body Armor Vest - or equivalent
One (1) Armor Express Hardcore SU Outer Body Armor Carrier - or equivalent
One (1) Leather Duty Belt
Four (4) Leather duty belt keepers
One (1) Duty weapon holster
One (1) leather double magazine pouch
One (1) leather OC spray pouch
One (1) leather handcuff case
One (1) pair of handcuffs
One (1) expandable baton
One (1) expandable baton case
Four (4) Police Badges (1-Hat, 1-Jacket, 1-Class A Shirt, 1-ID Wallet)
Eight (8) Cloth badges (3-SS Shirt, 3-LS Shirt, 1-SS Traffic Shirt, 1-LS Traffic Shirt, 1-lightweight jacket)

**If a new officer is hired and needs to attend a NJ PTC Basic Course for police officers, the academy specific uniforms/equipment will also be purchased

2. Starting with the twelfth (12th) month following the complete uniform inventory issue and prior to January 1, of the following year, the new officer will receive an annual uniform allowance. All checks for clothing allowance will be issued on April 1 of each year. The annual uniform allowance shall be Nine Hundred Dollars (\$900.00).

3. Also, each member, after completing twelve (12) months of service, will receive a maintenance allowance of \$500.00 to be paid September 1 of each year for maintenance and cleaning of clothing and other issue equipment.

4. If at any time it is deemed necessary for the Chief of Police to add or alter the present uniform inventory, the Chief will provide the additional issue initially. Thereafter, the issue will be maintained by the clothing allowance.

5. Said clothing will be purchased at a retailer authorized by the Chief of Police.

6. The Armor Express bullet proof vest will be the base cost for the purchaser of a bullet proof vest. If an officer elects to purchase a different model, the Borough will pay up to the cost of the bullet proof vest and the Employee will be responsible for any additional cost.

7. A new officer, hired after January 1, 1997, who resigns from the department prior to the completion of three years of service, will be required to refund the amounts received for Clothing and Maintenance Allowance during the time of employment. Said amount of the refund will be deducted, if necessary, from the officer's final pay checks.

8. The Chief of Police shall have the right of inspection of officer's uniform of the day so as to maintain Departmental uniform appearance and policy.

9. All uniform badges will be paid for by the Borough of Milltown.

10. The Borough shall replace any police uniform, equipment or bullet proof vest that have been documented to be damaged or destroyed in the line of duty.

IX. HOURS OF WORK

1. Shift Schedules

a. 12 Hour Shift

- i. Employees on the twelve (12) hour schedule shall have their schedule comply with the following provisions: 2 days on, 2 days off/3 days on 2 days off- 2 days on 3 days off schedule and 2,080 hours in a year, including training times.
- ii. 12 Hour Schedule: "Day" shall be interpreted as 12 hours for those employees working a 12 hour shift schedule.

- iii. The day shifts will begin at 6:00 am and end at 6:00 pm, and the evening shift will begin at 6:00 pm and end at 6:00 am.
- iv. The Borough owes officers working the twelve (12) hour shift, 104 hours of "time due" per calendar year as a result of all workdays being initially designated as 12 hours. For the purpose of repaying the aforementioned 104 hours and ensuring that officers do not work more than 2,080 hours per year of straight time for pay purposes, each officer working the twelve (12) hour schedule will be entitled to designate, with the approval of the Chief or his designee (which approval shall not be unreasonably withheld) the following:
 - A. Forty-eight (48) hours in a minimum of four (4) hour blocks, said designation to be made as follows: Twenty-four (24) hours for the first half of each year and twenty-four (24) hours for the second half of each year.
 - B. Fifty-six (56) hours in fourteen (14) four (4) hour blocks (eight (8) hour days to be worked) to be selected as follows: one (1) additional four (4) hour block for the months of January through December, and one (1) additional four (4) hour block for the months of January through May and one (1) additional four (4) hour block for the months of September through December.
- v. In the event that an officer works other than a twelve (12) hour schedule during a portion of the year, the above "time due" will be prorated to

represent the time the officer actually worked a twelve (12) hour schedule.

- vi. Any officer scheduled to work the overnight shift (6 pm – 6 am) the night before a mandatory trial or grand jury appearance shall be provided leave without loss of pay for the final 6 hours of his/her shift in order to be rested and ready for said appearance. Any such leave shall not be deducted from said officer's own leave bank.

b. 8 Hour Shift

- i. The Administrative Lieutenant, Operations Lieutenant and Detective Bureau will work an eight (8) hour shift, forty (40) hour a week schedule. The schedule shall be approved by the Chief of Police.

2. Assignment of Shift Schedule

- a. Starting the calendar year 2024, officers shall bid annually on their assigned shift pursuant to a seniority-based shift selection process. The bidding process will be conducted each preceding Fall, commencing 2023. The Chief of Police, however, shall be permitted to deviate from said seniority-based system if necessary to achieve a tangible managerial need or operational objective and only for as long as necessary to achieve said need/objective.
- b. Officers assigned to twelve (12) hour shifts (either 6 am – 6 pm or 6 pm – 6 am) shall work their assigned shift throughout the calendar year (i.e. steady shifts) rather than rotate on a periodic basis.
- c. The Chief of Police may be permitted to assign or remove employees to or from their designated shift schedules if necessary to achieve a tangible managerial need

or operational objective and only for as long as necessary to achieve said need/objective.

X. OVERTIME

1. Overtime Pay

a. Officers assigned to the twelve (12) hour shift shall be paid at the rate of one and one-half times the regular rate of pay for all time worked beyond twelve 12 hours in a work day on a 2 days on 2 days off/ 3 days on 2 days off/ 2 days on 3 days off schedule and 2,080 hours in a year, including training times.

b. Officers assigned to the eight (8) hour shifts shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all work beyond eight (8) hours in a work day.

2. All overtime shall be distributed equally and by seniority from an overtime list including Patrolmen and Sergeants. Overtime will be recorded as follows:

"R" means contact made, overtime refused and will be considered as overtime worked;

"A" means overtime accepted and worked; and a "blank space" will denote contact not made - holiday sick leave (injury), vacation leave or personal leave.

a. Any officer may decline, in writing, any period of overtime offered to him without explanation except in an emergency situation. The Chief of Police, or his designee, will decide when a shortage in manpower equates to an emergency.

b. A log will be kept for the purpose of recording all calls made from the overtime list. The officer in charge will enter the date, time, officer's name, and the result of each call he makes from the list. The officer in charge will sign the log. The log

will be posted in a conspicuous place within headquarters and be available to all officers at any time. Copies of log will be held for one (1) year.

c. The Chief of Police reserves the right in his sole prerogative to assign overtime to employees with special skills.

3. When an officer is off duty and is required by the Department to appear in court, or a departmental hearing as a result of an incident arising out of his employment, he shall be paid at the overtime rate, if the hours are in excess of regular duty hours as described in Section 1, above.

4. When an officer is called into work from off-duty hours, he will be guaranteed four (4) hours overtime pay, if the hours are in excess of regular duty hours as described in Section 1, above regardless of the actual time worked. However, work contiguous with the beginning or end of the Employee's regularly scheduled shift shall not trigger the four-hour minimum.

5. It is understood and agreed that this section does not apply to emergency situations. "Emergency" means any situation which jeopardizes the public health, safety and welfare, as defined by State Law or Ordinances, and requires alteration of scheduled work hours, shifts, and/or personnel assignments or any unforeseen circumstances.

6. Except in such emergencies, police officers shall be provided with twenty-four (24) hour notice when work schedule or duties are changed (reporting to and from substitution).

7. Effective January 1, 2024, the maximum compensatory time which an officer shall be permitted to accrue and carry over year to year shall be 300 hours. Use of compensatory time shall be approved by the Chief of Police or his designee and shall not result in an overtime situation for the Borough.

XI. MEDICAL BENEFITS

1. All full time Employees and Employee eligible family (as defined by the New Jersey State Health Benefits Program (SHBP), shall be covered by the New Jersey State Health Benefits Program (SHBP), at the Employer's expense. Major Medical for eligible Employees and family shall be supplied at the Employer's expense. The Employer retains the right to change insurance carriers as long as the levels of benefits are equivalent to those currently provided.

2. Health Maintenance Organization (HMO's)-Several Health Maintenance Organizations are available to the Employee as an alternate to the New Jersey State Health Benefits Program (SHBP). The Borough will contribute the same amount toward HMO coverage as is contributed toward traditional coverage. In the event HMO coverage is elected, the Employee may be subject to a payroll deduction depending on the type of coverage and difference between the New Jersey State Health Benefits Program (SHBP) and the plan chosen.

3. Extended Medical Benefits. Employees who are on approved leaves of absence will be granted a ninety (90) day extension of medical coverage during a medical leave of absence. This shall be in accordance with the current Borough medical coverage policy. Continuation of health benefits during an authorized family leave will be in accordance with State and Federal regulations.

4. Prescription. All full time Employees and their families shall be covered at the Employer's cost and expense, by a drug prescription program. The plan shall include the requirement of a co-payment of \$5.00 per prescription by the Employee.

5. Eye Care. All officers and their families shall be covered by an eye care reimbursement program at the Employer's sole cost and expense. The reimbursement may be for examination fees, lenses and/or frames or contact lenses. The total reimbursement for each family shall not exceed

the sum of \$150.00 per year. Any unused portion of the allowance shall be carried over to the following year.

6. Dental Plan. Effective July 1, 2000, the Borough will institute the Delta Premier Program II as submitted by the Association. The parties agree that the Borough's contribution for each officer shall be capped at the amount of \$1,050.00 per year.

7. PBA members shall contribute to their Borough provided health insurance as required by P.L. 2011, Ch. 78. PBA members' contribution percentage shall be reduced by 5% effective January 1, 2017. For example: an officer contributing 35% toward the cost of medical benefits will now contribute 30%.

8. Physical Fitness Program. A physical fitness incentive can be earned annually by those wishing to participate in a physical fitness program. Should the physical fitness incentive be earned, a \$500 bonus will be disbursed to that officer.

XII. HOLIDAYS

1. The Borough shall include payment for fourteen (14) holidays as part of an Employee's bi-weekly base salary. Holiday pay shall be calculated by multiplying the daily rate of pay by fourteen (14). The daily rate of pay shall be calculated by dividing the officers annual base pay, inclusive of longevity, by the twenty-six (26) pay periods per year and then dividing the resulting number by ten (10) to establish a daily rate of pay.

2. Effective January 1, 2023, Juneteenth shall be recognized as a holiday. The Borough shall include payment for fifteen (15) holidays as part of an Employee's bi-weekly base salary. Holiday pay shall be calculated by multiplying the daily rate of pay by fifteen (15). The daily rate of pay shall be calculated by dividing the officers annual base pay, inclusive of longevity, by the

twenty-six (26) pay periods per year and then dividing the resulting number by ten (10) to establish a daily rate of pay.

3. If an officer is scheduled to work on the Fourth of July, Thanksgiving, Christmas and/or New Year's Day, he shall be paid at the rate of time and one half his hourly rate of pay for all hours worked.

XIII. PERSONAL DAY

1. Effective January 1, 2023, all officer's working the twelve (12) hour shift shall receive 48 personal leave hours annually and all officers working the eight (8) hour shift shall receive 32 personal leave hours annually. Personal leave in excess of 24 hours (12 hr.- personnel) and in excess of 16 hours (8- hr. personnel) shall be granted as long as the personal leave request does not result in an overtime situation for the Borough.

2. Personal leave may not be accumulated, from year to year, unless refused for operational needs of the Police Department. Personal leave hours will be carried to the next year and used as soon as possible.

3. In the event an officer's assigned shift changes during a calendar year, he/she shall be entitled to pro-rated the leave hours of the new assigned shift for the remainder of the calendar year.

XIV. POSTING OF JOB VACANCIES

1. All job vacancies in the Milltown Borough Police Department shall be posted on the necessary bulletin boards for a period of at least two (2) weeks. The Employer will retain expired posted notices for three (3) months.

2. The Borough has the right to temporarily fill a new job or vacancy pending results of posting. Filling of job vacancies on a permanent basis will be subject to the rules and regulations of the Civil Service Commission.

3. A written application for these jobs or vacancies will be submitted on forms provided by the Employer and distributed as follows:

One copy to be retained by the Officer applying;
One copy to the department head;
One copy to the Chief of Police; and
One copy to the Association

4. In the selection of an applicant, seniority will be given consideration and recommendations of the applicant's supervisors will also be considered.

5. The applicant selected will be notified in writing.

XV. BEREAVEMENT

1. Effective January 1, 2023, all Officers working the twelve (12) hour shift shall receive 36 hours leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunts and uncles. All Officers working the eight (8) hour shift shall receive 24 hours

leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunts and uncles.

2. It is understood and agreed that this bereavement leave will be communicated to the department head by the Employee and said Employee shall be granted the bereavement leave hours consisting of three (3) working days next following the day of death until the date of burial. The Employee will be compensated for the time lost during said period from his regularly scheduled work, not to exceed 24 hours (8 hr.- personnel) or 32 hours (12-hr. personnel).

3. In the event an officer's assigned shift changes during a calendar year, he/she shall be entitled to the pro-rated leave hours of the new assigned shift for the remainder of the calendar year.

XVI. VACATION LEAVE

1. Effective January 1, 2023, a new Employee working the 12 hour shift shall be granted vacation leave only at a rate of twelve (12) hours per month on a month to month basis until the completion of one (1) full year of employment. Employees working the 8 hour shift shall be granted vacation leave only at a rate of eight (8) hours per month on a month to month basis until the completion of one (1) full year of employment.

2. If separation occurs before the end of the year and more vacation hours have been taken than is appropriate, the per diem rate of pay for the excess hours shall be deducted from the final pay.

3. All Employees shall be granted vacation leave based upon the following schedule. (It is understood that when reference is made to six to twelve years, etc. six means the start of the sixth year, etc.)

Employees working the 12 hour shift

1 – 5 years	120 hours per year
6 – 12 years	156 hours per year
13 – 20 years	204 hours per year
21 – 30 years	264 hours per year
31 years and over	300 hours per year

Employees working the 8 hour shift:

1 – 5 years	104 hours per year
6 – 12 years	128 hours per year
13 – 20 years	168 hours per year
21 – 30 years	208 hours per year
31 years and over	248 hours per year

4. Vacations may be taken during any part of the year, provided they do not interfere with the normal operations of the department and in serving the best interests of the public at large. However, it is agreed to and understood that exceptions to the prescribed rule will be reviewed with scheduling and/or openings for vacations as permissible.

5. It is understood and agreed that yearly vacations will be chosen by seniority. It is also further agreed to and understood that when a Police Officer is scheduled off on the weekend, he will be permitted to take his vacation in conjunction with said weekend.

6. All officers must submit their requests for vacations by 12:01 a.m. on March 16 of each year. If requests are not submitted, the Officer(s) will lose their place in seniority and vacations will be scheduled at the discretion of the Chief of Police. All officers are to be notified of approval by April 30.

7. If due to operational needs vacation hours are refused said vacation hours may be carried over to the following year or, at the discretion of the individual officer, the hours may be paid at the current rate of that year. The vacation hours carried over must be used or paid at the current rate by July 1 of the following year.

8. In the event an officer's assigned shift changes during a calendar year, he/she shall be entitled to the pro-rated leave hours of the new assigned shift for the remainder of the calendar year.

9. By February 15 of each year, the Employer shall furnish to each Employee a written record of the Employee's vacation days available for the upcoming year. Employees shall return a signed off copy of this record to the Employer by April 1 of each year.

XVII. SICK LEAVE

1. Effective January 1, 2023, a new employee working the twelve (12) hour shift shall earn sick leave at a rate of thirteen (13) hours per month on a month to month basis until completion of one (1) full year of employment. A new employee working the eight (8) hour shift shall earn sick leave at a rate of ten (10) hours per month on a month to month basis until completion of one (1) full year of employment.

2. If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess hours shall be deducted from the final pay.

3. Sick leave shall accumulate year to year with an additional 120 hours of sick leave for officers working the eight (8) hour shift and 156 hours of sick leave for officers working the twelve (12) hour shift, credited to the Employee at the beginning of each successive calendar year.

4. All other proper and authorized leaves as provided in the rules of the Civil Service Commission constitute a part of this agreement. An Employee is entitled to use sick leave when he is incapable of working for medical reasons.

5. Paid holidays occurring during a period of sick leave shall not be chargeable to sick

6. By February 15 of year, the Employer shall furnish to each Employee a written record of the Employee's sick days available for the upcoming year. Employees shall return a signed off copy of this record to the Employer by April 1 of each year.

7. In the event an officer's assigned shift changes during a calendar year, he/she shall be entitled to the pro-rated leave hours of the new assigned shift for the remainder of the calendar year.

XVIII. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

1. Employees who retire will receive all lump sum payment for unused sick leave in an amount of one-half (1/2) payment for all unused sick leave, with a total amount not to exceed \$15,000, credited to him/her on the employment records and certified by the Borough on the effective date of his/her retirement, at the prevailing rate of pay at the time of retirement.

2. Each retiring Employee shall have the sole discretion to receive such entitlement as may be provided by this Article paid in up to three (3) payments over a period of up to eighteen (18) calendar months. While the public employer is retaining said unpaid monies, no interest will be due.

XIX. CIVIL ARREST INSURANCE COVERAGE

1. The Employer will indemnify all Employees covered by this Agreement 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, privileged occupancy and the invasion of civil rights.

2. Employees covered by this Agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.

XX. ADHERENCE TO CIVIL SERVICE COMMISSION RULES

Both parties agree to be bound by the laws of the State of New Jersey as they apply to this employment relationship.

XXI. GRIEVANCE PROCEDURE

Definition: A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an Employee as to any action or non-action taken towards him, which violates any right arising out of his employment.

Step 1. The Employee shall present the grievance of dispute to his immediate supervisor verbally within fifteen (15) working days of its occurrence. The supervisor shall attempt to adjust the matter and shall respond verbally within seventy-two (72) hours. (Working days are to be considered as Monday to Friday).

Step 2. If the grievance has not been settled, it shall be presented within five (5) working days, in writing, by the Association representative to the Chief of Police, after the supervisor's response is due. The Chief, or his designee, shall respond to the Association representative, in writing, within five (5) working days.

Step 3. If the grievance remains unadjusted to the satisfaction of the aggrieved or unanswered by the chief, it shall be presented by the Association's representative to the public

safety committee, in writing, within seven (7) working days after the response of the chief is due. The public safety committee shall respond within ten (10) working days, in writing, to the Association representative.

Step 4. If the grievance still remains unadjusted to the satisfaction of the aggrieved or unanswered by the public safety committee, it shall be presented by the Association representative to the mayor, in writing, within seven (7) working days after the response of the public safety committee is due. The mayor, or his designee, shall respond within ten (10) working days, in writing, to the Association representative.

If a grievance is not settled in the levels provided for in this article, as set forth above, the Association shall have the right to submit such grievances to binding arbitration under the rules and regulations of the New Jersey Public Employment Relations Commission (PERC). The decision of the Arbitrator, along with his or her reasoning, shall be submitted, in writing, to the Borough and to the PBA and the cost of the Arbitrator's services shall be borne equally between the parties.

XXII. PERSONNEL FILE

1. It is understood and agreed that the files maintained by the Chief of Police and the Personnel Director are the official personnel files for all officers. No other file, document or dossier of personnel records will be maintained, official or otherwise, by any other person, for any reason whatsoever.

2. Any member of the Department may, by appointment, review his personnel file but this appointment for review must be made through the Chief of Police, or his designee. The Employee shall initial his file each time he reviews it.

3. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

4. A copy of all disciplinary documents will be placed in the officer's personnel file.

a. For oral reprimands or performance notices:

- (1) Six months after the date of the reprimand or notice, the disciplinary report shall be removed from the personnel file and destroyed, provided no other breach of discipline has occurred.
- (2) The subject officer shall be notified in writing that the oral reprimand or performance notice has been purged.

b. For written reprimands:

- (1) The written reprimand will remain permanently in the officer's or employee's personnel file.

XXIII. EXCHANGE OF DAYS OFF

The Chief of Police, or his designee, may grant a request of any member of the department to exchange hours, duty, day off or shifts subject to standard rules and regulations pertaining to all members who make this request. The Officer(s) making such request shall do so with a Memo to the Chief.

XXIV. BULLETIN BOARD

The Employer shall permit a bulletin board for the use of the Association in a location to be determined by the Chief of Police. The association will assume the expense of the bulletin board.

XXV. DEFECTIVE VEHICLES

1. It shall be the responsibility of each officer to immediately report any defective vehicle to his immediate supervisor. If a vehicle is determined to be operationally unsafe, another vehicle will be provided if available.

2. In the event a vehicle is determined to be operationally unsafe, said vehicle shall be removed from service and repaired. This Article shall cover all emergency equipment - i.e., radio, lights and siren (hand units not included).

3. The officer in charge, or mechanic on duty, will determine whether the vehicle is operationally unsafe. If said vehicle is deemed safe, a written note will be given to the officer, upon his request, that said vehicle is in safe operational condition.

XXVI. WORKING CONDITIONS

1. Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Association before they are established.

2. Copies of all general orders shall be sent to the Association.

XXVII. CEREMONIAL ACTIVITIES

1. In the event a law enforcement officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) off duty uniformed officers of the Department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

2. In the event a law enforcement officer in another department in the County of Middlesex becomes deceased through causes not in the line of duty, the Employer will permit at least two (2) off-duty uniformed officers of the Department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

3. Subject to the availability of same, and subject to the Chiefs approval, the Employee will permit a department vehicle to be utilized by the member in the funeral service. 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.

XXVIII. SAVINGS CLAUSE

It is mutually understood and agreed that all benefits currently enjoyed by Employees and not modified by this agreement shall remain in effect and become part of this agreement.

XXIX. MANAGEMENT RIGHTS

The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the United States and of the State of New Jersey subject to N.J.S.A. 34:13A-5.3.

XXX. NO STRIKE OR LOCK OUT

Neither the Association nor the Employee's or the Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lock out or any other intentions of interruption of work.

XXXI. JUST CAUSE PROVISION

1. No officer shall be disciplined or discharged without just cause.
2. When an officer is the subject of any discipline, it is understood and agreed that a representative may be present.

XXXII. PHYSICAL FITNESS/AGILITY TESTING

Both parties agree that all police employees are encouraged to maintain good physical health and conditioning. The PBA agrees to maintain the current gym/physical training equipment and agrees to encourage exercise and proper general health/conditioning among its members.

XXXIII. ANNUAL EVALUATION

Commencing December 1990 and every December thereafter, the total performance of all officers will be evaluated according to criteria established by the Borough. For this contract there will be no penalties assessed for a negative evaluation.

XXXIV. COLLEGE DEGREE INCENTIVE

1. Officers shall be granted an educational incentive payment based upon the attainment of the following degrees related to the criminal justice field. It is understood and agreed that the attainment of a higher degree eliminates any further compensation for the holding of the lower degrees. The incentive amount shall be added to the officer's base pay and paid in the regular pay cycles.

Associates Degree	\$ 500.00
Bachelors Degree	\$1,000.00
Masters Degree	\$1,500.00

2. The sums designated above are annual stipends received annually after achieving degree status. Said amount shall be folded in and paid along with regular payroll and as such used for all calculation purposes.

XXXV. OUTSIDE EMPLOYMENT

1. Officers shall be permitted to contract work other than normal patrol duties and normal police work. Uniformed outside employment shall be contracted through the Chief of Police and the Chief, or his designee, shall equally distribute such work, to the extent possible, on a rotating basis among the Officers (pursuant to the overtime procedures).

2. Officers shall be paid for such contracted work by separate check by the Borough in the next pay period following said contracted work at the established rate of Seventy-Five (\$75.00) Dollars per hour. Upon ratification of this MOA by both parties and amended Borough ordinance, Officers shall be paid for such contracted work by separate check by the Borough in the next pay period following said contract work at an hourly rate of \$85.00.

XXXVI. PRISONER TRANSPORT

Prisoner transport shall be done with a minimum of two (2) officers at the discretion of the senior Officer in charge.

XXXVII. BILL OF RIGHTS

The wide ranging powers and duties given to Police Officers involve them in all manners of contacts and relationships with prisoners and the public. Out of these contacts may come questions concerning the actions of the Officers and the Department. These questions may require investigations by superior officers. These investigations are to be conducted in a manner which is conducive to good order and discipline. Any investigation shall follow a procedure which is in compliance with the Law, Statutes, ordinances, case decisions and as outlined herein, giving just due to the rights of the parties involved and consistent with due process. Whenever an Officer is under investigation or subject to interrogation by a law enforcement agency, for any reasons which could lead to a disciplinary action, the interrogation shall be conducted under the following conditions:

1. All charges must be served on an officer within forty-five (45) days of the events giving rise to the charges or within forty-five (45) days of the date the Borough knew or should have known of the events.
2. The Officer shall be immediately informed of the nature of the investigation before any interrogation commences.
3. If the informant or complainant is anonymous, then the Officer shall be so advised. Sufficient information to reasonably appraise the member of the allegations must be provided.
4. If it is known that the officer is being interrogated as a witness only, he shall be so informed at the initial contact. But if the Officer is the subject of a disciplinary investigation, he shall have the opportunity to obtain representation by an attorney and/or by the PBA in accordance with this Article.

5. All complaints against or concerning an officer shall be memorialized in writing. The written memorialization shall be in report form, serialized, marked with the date and time or receipt and forwarded to the Chief. Unsubstantiated or unfounded complaints may be maintained provided they are noted as being without foundation. No such complaints shall be used in any evaluation or in any discipline of the Officer for any reason.

6. Interrogation sessions shall be for reasonable periods. The officer being interrogated shall be allowed telephone calls, refreshments and meals. In matters which are purely disciplinary in nature, the law enforcement officer may request a suspension of the interrogation for up to twenty-four (24) hours, which request shall be granted. At the time and place designated for continuance of the interrogation, the officer may be represented by an attorney or a PBA representative and shall be prepared to respond to the interrogation. The Officer may be required, at the resumption of the interrogations, to submit a written or supplemental report, of the type ordinarily required under Department Rules or Regulations, detailing his knowledge of facts regarding the allegations. A written report may be obtained from the officer only when the allegations arise out of his employment.

Nothing herein shall be construed to prevent the investigating officer from informing the officer of the possible consequences of his act. If the refusal to answer questions in non-criminal matters may result in disciplinary action against the officer, then he shall be so advised. If the investigation or interrogation of an officer results in a recommendation of some action, such as a demotion, dismissal, transfer, loss of pay, reassignment or other similar action which would be considered a punitive measure, then before taking such action, the Department shall give notice to the officer that he is entitled to a hearing on the issues.

The officer or his attorney shall be provided with all reasonable discovery by the Department provided such demand is made within a reasonable time of the officer's receipt of charge.

The hearing shall be conducted by the Borough Administrator. If the Borough Administrator has a conflict, in any respect, or is unavailable, then and in that event, the hearing shall be conducted by a person, impartial to the issues, who shall be appointed by the Borough Administrator. The Officer or his representative must state the conflict and request the removal of the Borough Administrator at least seven (7) days prior to the hearing provided the basis of such objection is within his knowledge at that time. The Hearing Officer shall not have participated in any part of the investigation or interrogation other than in a purely ministerial role.

The Hearing Officer shall render decisions within 20 days after the close of a disciplinary hearing concerning an officer. In the event that a verbatim recording was made of the disciplinary hearing and in the event a transcript was prepared, then the Hearing Officer shall render his decision within 20 days after receipt of such proceedings. Any decisions, order or recommendation for action resulting from the hearing shall be in writing and shall be accompanied by findings of fact and a certification that the transcript, if one (was ordered, was received by the Hearing Officer. A copy of the decision or order, accompanying findings and conclusions, along with any written recommendations for action, shall be delivered or mailed promptly to the Officer concerned and his attorney.

XXXVIII. PURCHASE OF SERVICE WEAPON

Upon retirement, the retiring officer may purchase from the Borough of Milltown, his issued weapon at a cost of \$200.00. All State and Federal Laws for the legal transfer must be complied with.

XXXIX. WORK INCURRED INJURY

1. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

2. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer may reasonably require the said Employee to present such certificates from time to time.

3. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer 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 establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

4. For the purposes of this Article, injury or illness incurred while the Employee is attending an Employer sanctioned training program shall be considered in the line of duty.

5. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to 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 there from, the final decision of the last reviewing court.

6. 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.

XL. REPLACEMENTS

1. No full time employee covered by this Agreement shall be replaced by any non -police officer, part time or other personnel.

2. No post presently filled by a full time Employee covered by this Agreement shall be covered by any non-police officer, part time or other personnel.

3. This article shall not be interpreted as denying the Employer the opportunity to meet the demands of school crossing guards for school posts.

XLI. SEPARABILITY

In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any article or section of this agreement, all other articles and sections not so invalidated shall remain in full force and effect and the parties shall meet to negotiate a legal substitute for such an invalidated provision.

XLII. DEATH BENEFIT

In the event of the death of an active member of the Association, all accumulated vacation leave, personal time, compensatory time and/or other benefits convertible to cash shall be paid the officer's estate.

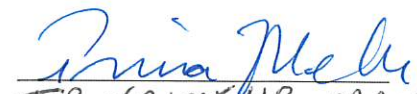
XLIII. DURATION OF CONTRACT

It is hereby agreed by the Borough and the Association that this contract shall remain in effect from January 1, 2020 until December 31, 2025. It is understood and agreed that the provisions of this contract will remain in effect until the signing of a new agreement. This agreement may be reopened by either party upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31, 2025.

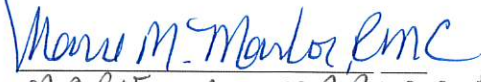
IN WITNESS WHEREOF, the Borough and the Association have caused this agreement to be signed by their duly authorized representatives:

BOROUGH OF MILLTOWN

PBA LOCAL #338


TRINA MEHTA, MAYOR


MICHAEL DAVIS
PBA PRESIDENT

ATTEST: 
MARIE M. MARLOR, RMC

DATED:

DATED:

APPENDIX A
SALARY SCHEDULE FOR EMPLOYEES BEFORE 1/1/2010

	Effective 1/1/2020	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
<u>Lieutenant</u>	\$110,801.20	\$115,903.23	\$119,090.57	\$122,067.84	\$125,119.53	\$128,247.52
<u>Sergeant</u>	\$102,293.08	\$107,161.14	\$110,108.07	\$112,860.77	\$115,682.29	\$118,574.35
<u>Corporal</u>	\$97,182.43	\$101,909.95	\$104,712.47	\$107,330.28	\$110,013.54	\$112,763.88
<u>Patrol Officers</u>						
Fifth Year	\$93,298.39	\$97,919.10	\$100,611.87	\$103,127.17	\$105,705.35	\$108,347.98
Fourth Year	\$72,467.62	\$76,515.48	\$78,619.66	\$80,585.15	\$82,599.78	\$84,664.77
Third Year	\$64,289.95	\$68,112.92	\$69,986.03	\$71,735.68	\$73,529.07	\$75,367.30
Second Year	\$54,723.13	\$58,283.02	\$59,885.80	\$61,382.94	\$62,917.52	\$64,490.46
First Year	\$46,086.69	\$49,409.07	\$50,767.82	\$52,037.02	\$53,337.94	\$54,671.39
Provisional	\$41,127.90	\$44,313.92	\$45,532.55	\$46,670.86	\$47,837.64	\$49,033.58

APPENDIX A-1
SALARY SCHEDULE FOR EMPLOYEES AFTER 1/1/2010

	Effective 1/1/2020	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
<u>Lieutenant</u>	\$110,801.20	\$115,903.23	\$119,090.57	\$122,067.84	\$125,119.53	\$128,247.52
<u>Sergeant</u>	\$102,293.08	\$107,161.14	\$110,108.07	\$112,860.77	\$115,682.29	\$118,574.35
<u>Corporal</u>	\$97,182.43	\$101,909.95	\$104,712.47	\$107,330.28	\$110,013.54	\$112,763.88
<u>Patrol Officers</u>						
Sixth Year (Maximum)	\$93,298.39	\$97,919.10	\$100,611.87	\$103,127.17	\$105,705.35	\$108,347.98
Fifth Year	\$82,882.47	\$87,216.74	\$89,615.20	\$91,855.58	\$94,151.97	\$96,505.77
Fourth Year	\$72,467.62	\$76,515.48	\$78,619.66	\$80,585.15	\$82,599.78	\$84,664.77
Third Year	\$64,289.95	\$68,112.92	\$69,986.03	\$71,735.68	\$73,529.07	\$75,367.30
Second Year	\$54,723.13	\$58,283.02	\$59,885.80	\$61,382.94	\$62,917.52	\$64,490.46
First Year	\$46,086.69	\$49,409.07	\$50,767.82	\$52,037.02	\$53,337.94	\$54,671.39
Provisional	\$41,127.90	\$44,313.92	\$45,532.55	\$46,670.86	\$47,837.64	\$49,033.58